AGENDA
CITY COMMISSION MEETING
TUESDAY, AUGUST 5, 2025
1:00 PM
CITY ADMINISTRATIVE CENTER 301 N. 8TH STREET GARDEN CITY, KS 67846

1. Note:

1.A. Pre-Meeting at 11:00 a.m. – 11:45 a.m. located in the Meeting Room at the City Administrative Center for a presentation and discussion on the City's Capital Improvement Plan (CIP) process. Administrative staff will be present, and the pre-meeting is open to the public.
CIP Presentation

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

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

4.A. July 15, 2025 Commission Meeting Minutes
07-15-25 CC mins

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 allowing the Mayor to proclaim August 10-16, 2025 as Municipal Courts Week in Garden City, Kansas.
Municipal Court Week Proclamation

6.B. The Governing Body is asked to consider and approve a request from Steve Jessee with Midnight Oasis to allow, under Code Section 6-1, possession, consumption and sale of cereal malt beverages or alcoholic liquors at Stevens Park on the following dates:

- September 13, 2025 - Community Mexican Fiesta
- September 20, 2025 - Fall Fest

Midnight Oasis Request email request

7. REPORT OF THE CITY MANAGER

7.A. Assistant City Manager Burke will present an update on the 2025 BUILD Grant Application.

BUILD Grant Award Summary (2025 - Round 2)

7.B. Presentation of the 2025 Quarter 2 Social Media Report from the Communications Department.

Quarter 2 Social Media Report

7.C. Presentation of the June 2025 Monthly Sales Tax Reports from Service and Finance.

2025 Sales Tax Receipts Reports - July

7.D. The City has received correspondence from Cox Communications regarding channel line-up changes.

07-15-25 Cox Comm update

07-30-25 - Cox Comm update

8. MEETINGS OF NOTE

8.A.

- August 5, 2025 – National Night Out
- August 20, 2025 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- August 27, 2025 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.
- August 27, 2025 – Special Olympics Kansas Blue vs Red Lemonade Stand and Law Enforcement Torch Run at Golden Plains Credit Union at 6:00 p.m.
- September 13, 2025 - Community Mexican Fiesta Celebration at Stevens Park from 10:00 a.m. - 10:00 p.m.
- September 20, 2025 - Downtown Vision Fall Fest on Main Street from 9:00 a.m. - 4:00 p.m.
- October 1-3, 2025 - Kansas Association of Airports Conference at the Clarion Inn
- October 9-11, 2025 - League of Kansas Municipalities Annual Conference in Overland Park, Kansas
- October 11, 2025 - Garden City Area Chamber of Commerce Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.

9. CONSIDERATION OF APPROPRIATION ORDINANCE

9.A. Appropriation Ordinance No. 2592-2025A

10. CONSIDERATION OF ORDINANCES AND RESOLUTIONS

10.A. The Governing Body is asked to consider and approve a resolution authorizing the sale of special obligation revenue bonds for Sports of the World Phase II Project.

1. Resolution No. _____-2025, a resolution authorizing the sale of the City of Garden City, Kansas, sales tax special obligation revenue bonds (Sports of the World Phase II STAR Bond Project), Series 2025.

Lt. Governor Approval Letter

Resolution No. _____-2025 (STAR Bond Offering)

10.B. The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding the Reinvestment Housing Incentive District for Sandsage Square Phase 1.

1. Resolution No._____ - 2025, a Resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering the designation of Sandsage Square Phase 1 as a Reinvestment Housing Incentive District and is considering the adoption of a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter and providing for the giving of notice of such public hearing.

Resolution
Exhibit 1 - Legal Description
Exhibit 2 - Map of the District

11. OLD BUSINESS

12. NEW BUSINESS

12.A. The Governing Body is asked to consider and approve the updated Western Area Power Administration Integrated Resource Plan.

Garden City 5 YR IRP 2025

12.B. The Governing Body is asked to consider and approve a change order and applicable fees for an additional expansion area to the Valley View Cemetery project.

VVC Expansion Change Order 3
Aerial Photo of Current Project
Overview Map

12.C. The Governing Body is asked to consider and approve the agreement for solid waste disposal service between the City of Garden City and the Finney County Landfill, Inc. a subsidiary of Waste Connections, Inc.

2010 SW LANDFILL AGREEMENT
2025 SW LANDFILL AGREEMENT

12.D. The Governing Body is asked to consider and approve a bid for the fire leg and sprinkler system portion of the 2024 Capital Improvement Project - Fire Suppression and Fire/Smoke Alarm Systems.

Request for Proposals - Alarm & Sprinkler System
Tatro Pluming Fire Leg Bid
Pryor Automatic Sprinkler system Bid
Dick Construction Fire Leg-Sprinkler- Fire Alarm Bid

12.E. The City Commission is asked to consider and approve a request from Stone Creek Foundation to proceed with an excavation permit for Sports of the World Phase II.

12.F. The Governing Body is asked to consider changes to the 2026 City Budget so that the Notice of Hearing to Exceed the Revenue Neutral Rate and the Budget Hearing for the 2026 City Budget can be prepared.

Notice of RNR and Budget Hearing

Fund Cash Flow Breakout - 2025.2026

12.G. The Governing Body is asked to consider and approve an appointment to the Airport Advisory Board.
Airport Advisory Board Applications

12.H. The Governing Body is asked to consider and approve an appointment to the Public Safety Advisory Board (PSAB).
Todd Linder Application

13. CONSENT AGENDA

13.A. The Governing Body is asked to consider and approve the Grant Agreement for the acquisition of snow removal equipment for the Garden City Regional Airport - Airport Improvement Project (AIP) 3-20-0024-051-2025 in the amount of $821,313.
Airport Grant Agreement 3-20-0024-051-2025 Snow Removal Equipment

13.B. The Governing Body is asked to consider and approve the Orosco Second Addition replat.
Vicinity Map
Replat - Orosco Second Addition
PC Minute Excerpts

13.C. The Governing Body is asked to consider and approve the proposed Crossing Guard Agreement between USD 457 and the Garden City Police Department for the 2025-2026 academic year.
Crossing Guard Agreement 2025-2026

13.D. The Governing Body is asked to consider and approve the proposed agreement and Memorandum of Understanding between USD 457 and the Garden City Police Department (GCPD) to provide School Resource Officers for the 2025-2026 academic year.
SRO Agreement 2025-2026
MOU 2025-2026

13.E. The Governing Body is asked to consider and approve abatement of nuisance conditions at 506 N 6th Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
Vehicle Photo - 506 N 6th Street

13.F. The Governing Body is asked to consider and approve abatement of nuisance conditions at 926 N 9th Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
Vehicle Photo - 926 N 9th Street

13.G. The Governing Body is asked to consider and approve abatement of nuisance conditions at 913 N 8th Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
Vehicle Photo - 913 N 8th Street

13.H. The Governing Body is asked to consider and approve abatement of nuisance conditions at 808 N 1st Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
Vehicle Photo - 808 N 1st Street

13.I. The Governing Body is asked to consider and approve abatement of nuisance conditions at 1008 N 1st Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
Vehicle Photo - 1008 N 1st Street

13.J. The Governing Body is asked to consider and approve abatement of nuisance conditions at 301 N Main Street pursuant to Section 38-63 of the Environmental Code of Ordinances.
Vehicle Photo - 301 N Main Street

13.K. The Governing Body is asked to consider and approve abatement of nuisance conditions at 2314 N 7th Street pursuant to Section 38-139 of the Environmental Code of Ordinances.
Environmental Photos - 2314 N 7th Street

13.L. The Governing Body is asked to consider and approve abatement of nuisance conditions at 508 Inge Avenue pursuant to Section 38-139 of the Environmental Code of Ordinances.
Tree Nuisance Photos - 508 Inge Avenue

13.M. The Governing Body is asked to consider and approve abatement of nuisance conditions at 1107 Gillespie Place pursuant to Section 38-139 of the Environmental Code of Ordinances.
Tree Nuisance Photos - 1107 Gillespie Place

13.N. The Governing Body is asked to consider and approve abatement of nuisance conditions at 705 E Santa Fe Street pursuant to Section 38-139 of the Environmental Code of Ordinances.
Tree Nuisance Photos - 705 E Santa Fe Street

13.O. The Governing Body is asked to consider and approve the contractor licenses for August 05, 2025.
Contractor License August 05, 2025

14. CITY COMMISSION REPORTS

15. COMMISSIONER ORTIZ

16. MAYOR CESSNA

17. COMMISSIONER UNRUH

18. COMMISSIONER LANDGRAF

19. COMMISSIONER NGUYEN

20. OTHER ENTITIES

20.A. Presentation of the minutes from the Public Safety Advisory Board meeting held on June 17, 2025.
June 2025 PSAB Minutes

20.B. Presentation of the June 19, 2025, Holcomb-Garden City-Finney County Area Planning

Commission Minutes

Planning Commission Minutes-June 19, 2025

21. ADJOURN

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Derek Ramos. Assistant City Manager
DATE: August 5, 2025
RE: Pre-Meeting - Capital Improvement Plan (CIP) Process

ISSUE:
Pre-Meeting at 11:00 a.m. – 11:45 a.m. located in the Meeting Room at the City Administrative Center for a presentation and discussion on the City's Capital Improvement Plan (CIP) process. Administrative staff will be present, and the pre-meeting is open to the public.

BACKGROUND:
Staff observed a greater divide this year than in previous years between the capital project goals set by the City Commission and the priorities identified by the CIP Committee. This presentation will provide an overview of the current CIP process, identify opportunities for improvement, and outline strategies to strengthen alignment with Commission goals while enhancing transparency and public engagement. The goal is to ensure the CIP process remains strategic, inclusive, and reflective of both community input and Commission direction.

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

ATTACHMENTS:
CIP Presentation

GARDEN CITY
KANSAS

Capital Improvement Plan (CIP)

City of Garden City





Purpose of Today's Discussion

- Outline the purpose and scope of the Capital Improvement Plan (CIP)
- Explain our current CIP process and timeline
- Present a recommended process adjustment
- Request Commission input and direction

What is the Capital Improvement Plan (CIP)?

The CIP is a tool used to assist in scheduling Capital Projects over a multi-year period, helping staff and the City Commission take that timeline into consideration when preparing and adopting the annual City Budget.

It does not include:

- Annual maintenance projects
- Equipment repairs or replacements
- Vehicle purchases (regardless of cost) These are managed under separate City processes and policies.





What is Considered a Capital Project?

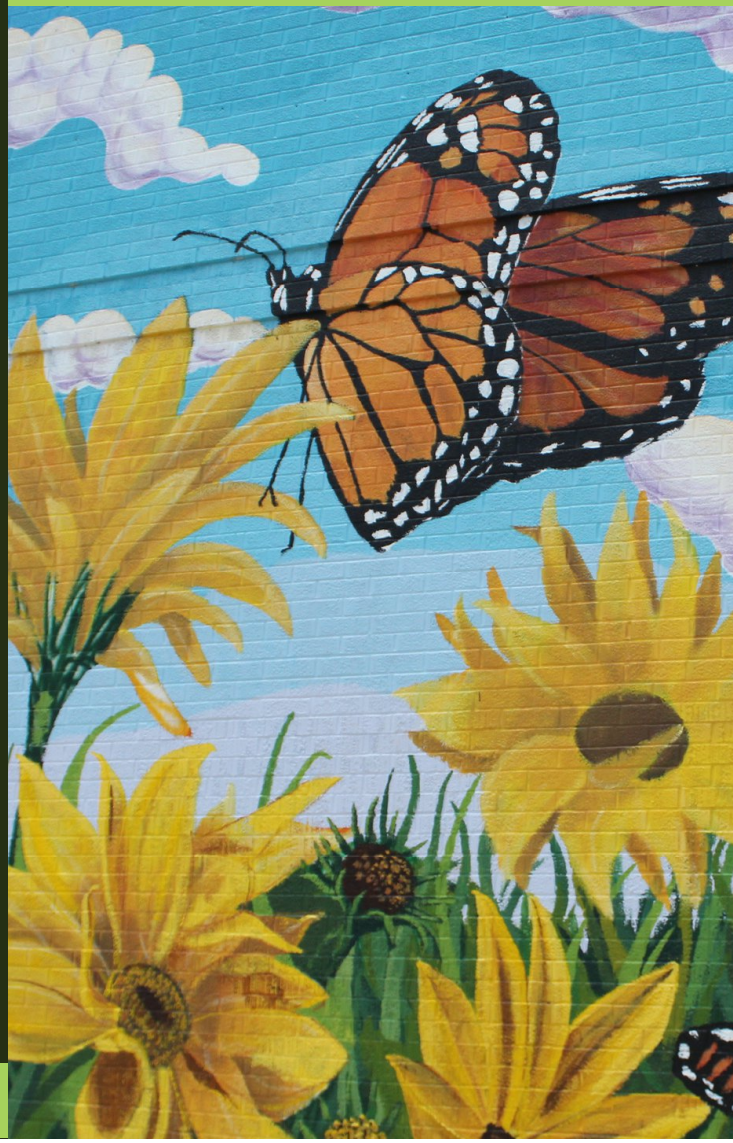
A Capital Project:

- Creates a new asset or improves an existing fixed asset
- Has a minimum life expectancy of 3 years
- Is not a vehicle or routine maintenance task

Objectives of the CIP

The CIP serves to:

- Align the CIP with Commission goals and Comprehensive/Master Plans
- Connect long-range capital needs to available financial resources
- Evaluate operational and financial impacts
- Promote coordination among departments and partners
- Enhance public engagement and transparency



CIP Process

July-Oct



- Departments submit proposed capital projects forms
- Advisory Boards review projects and nominate a volunteer for the CIP Committee
- Entity letters are sent to local organizations requesting CIP Committee representatives
- Citizens submit project ideas through the Citizen Input Form
  - Forms can be mailed in, dropped off, or submitted online

CIP Committee Review & Scoring

November - February

- Departments present project proposals to the CIP Committee.
  - Nov 6 Airport, Street, Solid Waste, and Traffic
  - Nov 13 Fire, IT, Planning, Police, Citizen's Requests
  - Dec 4 Electric, Water, Wastewater, Drainage
  - Jan 8 Cemetery, Golf, Zoo
  - Jan 15 Parks, Rec
  - Feb 5 CIP Project Review with City Manager
- Committee members individually score projects.
- Staff compiles, averages, and ranks the projects by committee scoring.

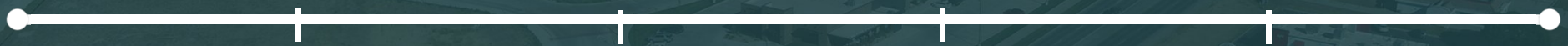




Final Review & Draft CIP (February–June)

- Ranked scores are reviewed by the City Manager and presented back to the CIP Committee.
- The CIP Draft is provided to the Commission in the packet for their annual Goal-Setting Retreat.
- During budget season, Director of Finance works with the Commission to determine funding priorities utilizing the CIP Fund Tracker spreadsheet.

Timeline



July-Oct

- Departments submit project proposals.
- Citizens provide input through the CIP Citizen Input Form.
- Community organizations are invited to nominate CIP Committee volunteers.

Nov-Feb

- The CIP Committee hears department presentations and scores each project.
- Scores are compiled and ranked.

Feb-Mar

- Ranked scores are reviewed by the City Manager and shared with the Committee.
- A draft CIP is finalized and included in the Commission's Goal-Setting Retreat packet.

May-Aug

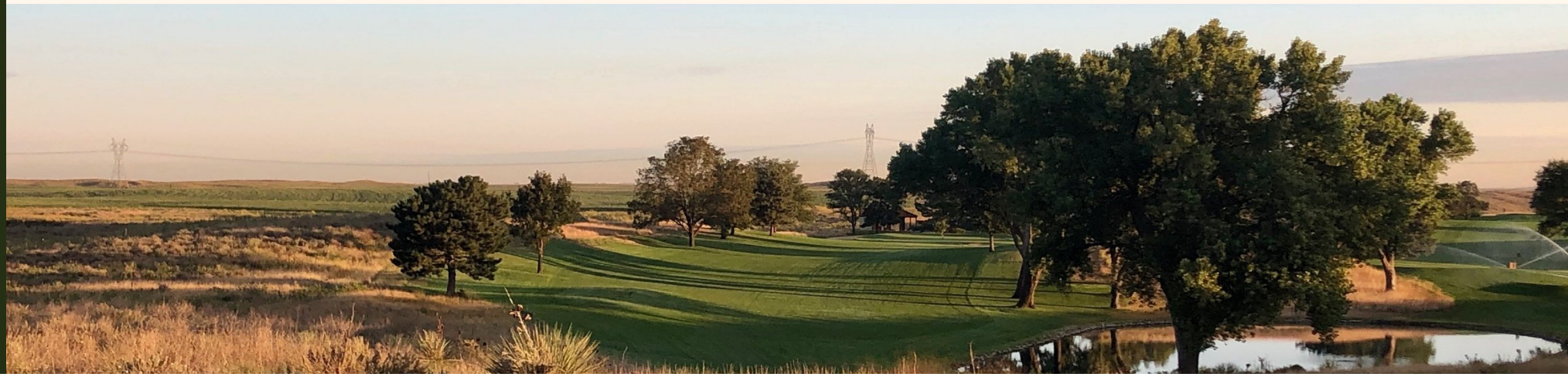
- During budget planning, the Finance Director works with the Commission to determine which projects move forward for funding..

Current Challenge

In the most recent cycle:

- The retreat focused on presentations from Department Heads
- The draft CIP was included, but not formally presented or discussed

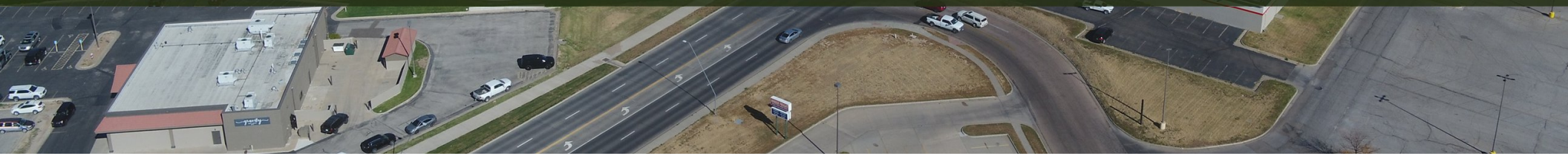
By not taking the time to present and discuss the Citizen-Based CIP, we believe this led to a wider gap than in previous years between the Capital Project goals set by the Commission and the priorities identified by the Committee.



Recommended Adjustment

To better align strategic priorities and capital planning:

1. Deliver the draft CIP to the Commission by early February
2. Commissioners independently rank projects ahead of the annual retreat
3. Use these rankings at the retreat to guide goal-setting discussions
4. During budget development, use the retreat input to help finalize funding priorities.



Discussion Question

- Are there elements you would like added or adjusted in this process?




Thank you!
ARRIVAL
GARDEN CITY
REGIONAL AIRPORT

CITY COMMISSION MEETING

City of Garden City
Tuesday, July 15, 2025
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 Nguyen 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 July 1, 2025, Commission Meeting minutes were approved as presented.

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

CONSIDERATION OF PETITIONS, MEMORIALS AND REMONSTRANCES
The Governing Body considered and approved allowing the Mayor to proclaim July 2025 as Parks and Recreation Month for the City of Garden City.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Nguyen.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

REPORT OF THE CITY MANAGER
Fire Chief Irsik and Police Chief Prewitt presented the 2025 Fireworks Report.

Presentation of the Monthly City-Wide Performance Management Report for June 2025.

Presentation of the May and June 2025 Fire Department Activity Reports.

Presentation of the June 2025 report from the Garden City Regional Airport.

Presentation of the June 2025 monthly staff report from Lee Richardson Zoo

Presentation of the June 2025 Code Enforcement Report from Neighborhood & Development Services.

Presentation of the June 2025 Building Report from Neighborhood & Development Services

Presentation of the June 2025 Monthly Bulletin Report from the Garden City Police Department.

MEETINGS OF NOTE

- July 16, 2025 - Garden City Area Chamber of Commerce Members Breakfast at the Clarion Inn at 7:10 a.m.
- July 17, 2025 – City of Garden City Employee Appreciation Night at the Garden City Wind Game at 5:00 p.m.
- July 19-27, 2025 - 2025 Finney County Fair events at the Finney County Fairgrounds
- July 25, 2025 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Chambers at 7:30 a.m.
- July 29, 2025 – Town Hall Meeting at the City Administrative Center in the Commission Chambers at 7:00 p.m.
- August 5, 2025 – National Night Out
- August 27, 2025 – Special Olympics Kansas Blue vs Red Lemonade Stand and Law Enforcement Torch Run at Golden Plains Credit Union at 6:00 p.m.

CONSIDERATION OF APPROPRIATION ORDINANCE
Appropriation Ordinance No. 2591-2025A, “an appropriation ordinance making certain appropriations for certain claims in the amount of $2,028,413.46”, was read and considered section by section.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

CONSIDERATION OF ORDINANCES AND RESOLUTIONS
The Governing Body considered and approved a resolution of intent to issue industrial revenue bonds for a sales tax exemption for a residential apartment building at the request of Garden City Partners I, LLC.

1. Resolution No. 3205-2025, a resolution indicating the intent of the Governing Body of the City of Garden City, Kansas, to issue taxable industrial revenue bonds in an approximate principal amount of $10,295,000 for the purpose of purchasing, acquiring, constructing, furnishing and equipping a residential apartment building and related space all located in the City of Garden City, Kansas.

Moved to Approve by Commissioner Unruh; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved an ordinance rezoning from “R-1” Single Family Residential District to “R-3” Multiple Family Residential District for the property generally located at 706 W. Emerson Avenue.

1. Ordinance No. 3018-2025, an ordinance approving the rezoning of certain land in the corporate limits of Garden City, Kansas from “R-1” Single Family Residential District to “R-3” Multiple Family Residential District that is generally known and numbered as 706 West Emerson Avenue, Garden City, Kansas pursuant to a request submitted by Josh Orosco; amending the zoning ordinance, zoning regulations, and district zoning map of the City of Garden City, Kansas; and repealing the current zoning ordinance, zoning regulations, and district zoning map of the same; all to the Code of Ordinances of the City of Garden City, Kansas.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Ortiz.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

OLD BUSINESS

NEW BUSINESS
The Governing Body considered and approved a Master Services Agreement with MKEC Engineering, Inc.

Moved to Approve by Commissioner Nguyen; seconded by Commissioner Landgraf.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

Commissioner Nguyen moved to approve the Governing Body go into Executive Session for 30 minutes to begin at 1:35 p.m. and end at 2:05 p.m., pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions relating to the acquisition of real property with City Manager Allen, Assistant City Manager Burke and Assistant City Attorney Dummermuth. Seconded by Commissioner Landgraf.

Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

At the expiration of the designated time and in open session, Mayor Cessna stated no action was taken.

Commissioner Nguyen moved to approve the Governing Body go into Executive Session for 5 minutes to begin at 2:06 p.m. and end at 2:11 p.m., pursuant to K.S.A. 75-4319(b)(6) pertaining to preliminary discussions

relating to the acquisition of real property with City Manager Allen, Assistant City Manager Burke and Assistant City Attorney Dummermuth. Seconded by Commissioner Unruh.

Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

After the Commission entered executive session, Commissioner Ortiz disclosed a potential conflict of interest with the matter to be discussed and voluntarily exited the session room. Commissioner Ortiz was not present for the discussion and did not participate in the executive session.

At the expiration of the designated time and in open session, Mayor Cessna stated no action was taken.

Commissioner Nguyen moved to approve the Governing Body go into Executive Session for 20 minutes to begin at 2:12 p.m. and end at 2:32 p.m., pursuant to K.S.A. 75-4319(b)(2) pertaining to consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship with City Manager Allen, Assistant City Manager Burke and Assistant City Attorney Dummermuth. Seconded by Commissioner Landgraf.

Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

At the expiration of the designated time and in open session, Commissioner Unruh moved to extend the Executive Session for 10 minutes to begin at 2:32 p.m. and end at 2:42 p.m. Commissioner Ortiz seconded the motion.

Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

At the expiration of the designated time and in open session, Mayor Cessna stated no action was taken.

CONSENT AGENDA
Moved to Approve by Commissioner Nguyen; seconded by Commissioner Unruh.
Ayes: Commissioner Landgraf, Commissioner Ortiz, Mayor Cessna, Commissioner Nguyen, Commissioner Unruh
Nays: None

The Governing Body considered and approved the Disadvantaged Business Enterprise (DBE) Program for the Garden City Regional Airport for fiscal years 2025, 2026, and 2027.

The Governing Body considered and approved the Airport Concession Disadvantage Business Enterprise (ACDBE) Program for the Garden City Regional Airport for fiscal years 2025, 2026, and 2027.

The Governing Body considered and awarded the Grid Resilience Grant Funding Project - Conduit Installation bid to Dreiling Construction, LLC.

Bidder	2” Bore	2” Trench	6” Bore	6” Trench
Dreiling Construction	$20.00	$20.00	$30.00	$30.00
Phillips Southern Electric	$26.50	$26.50	$90.00	$90.00

The Governing Body considered and approved abatement of nuisance conditions at 2614 N. 8th Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

The Governing Body considered and approved abatement of nuisance conditions at 2607 E. Schulman Avenue pursuant to Section 38-63 of the Environmental Code of Ordinances.

The Governing Body considered and approved abatement of nuisance conditions at at 2605 C Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

The Governing Body considered and approved abatement of nuisance conditions at 407 W. Mary Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

The Governing Body considered and approved abatement of nuisance conditions at 1207 Pinecrest Avenue pursuant to Section 38-63 of the Environmental Code of Ordinances.

The Governing Body considered and approved abatement of nuisance conditions at 2108 A Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

The Governing Body considered and approved abatement of nuisance conditions at 2607 E. Schulman Avenue pursuant to Section 38-139 of the Environmental Code of Ordinances.

The Governing Body considered and approved the contractor licenses for July 15, 2025.

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

_____
Roy Cessna, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk
Kori Longoria, Deputy City Clerk

CITY COMMISSION REPORTS

Commissioner Nguyen had no reports.

Commissioner Ortiz attended the Builder's Association meeting that the State Fire Marshall presented updates from the 2006 to 2024 fire codes. Commissioner Ortiz was pleased with the 2025 fireworks and the cleanup of streets and neighborhoods.

Mayor Cessna thanked the Fire Department and Police Department for their work on the Fourth of July. Mayor Cessna asked when the rock and gravel will be cleaned after the street sealing. Mayor Cessna commented that the enplanements at the airport were great and he expects a record breaking year.

Commissioner Unruh encouraged citizens with comments or concerns about fireworks to reach out to the Governing Body. Commissioner Unruh commented that he has recently noticed how the public has stepped up to help owners find their lost pets. Commissioner Unruh stated with recent rain, please keep your lawns mowed to avoid nuisance violations.

Commissioner Landgraf thanked everyone that helped with the Vets for Veterans Fourth of July parade and enjoyed participating in it. Commissioner Landgraf mentioned he met with Main Street Focus Group along with other City Commissioners and staff and stated it was great to have those discussions about our Main Street. Commissioner Landgraf encouraged everyone to go out and enjoy the 2025 Finney County Fair.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Cynthia Beltran
DATE: August 5, 2025
RE: Municipal Court Week Proclamation

ISSUE:
The Governing Body is asked to consider and approve allowing the Mayor to proclaim August 10-16, 2025 as Municipal Court Week in Garden City, Kansas.

BACKGROUND:
This year marks the first time a proclamation has been requested to establish an annual Municipal Court Week in Garden City, Kansas. This request is to formally recognize and honor the dedicated staff who work diligently to uphold local laws and ensure fair and accessible justice for all residents of the community. By highlighting the essential role municipal courts play in maintaining public safety and fostering public trust in the judicial system, this annual observance will help increase public awareness and appreciation of the work performed by these professionals.

ALTERNATIVES:
1. The Governing Body may approve the proclamation as presented.
2. The Governing Body may reject the proclamation as presented.

RECOMMENDATION:
Staff recommends the Governing Body approve the proclamation.

FISCAL NOTE:
There is no fiscal impact for this proclamation.

ATTACHMENTS:
Municipal Court Week Proclamation

PROCLAMATION

WHEREAS, municipal courts play a significant role in preserving public safety and maintaining public trust in the judicial system; and

WHEREAS, the City of Garden City is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, the City Commission recognizes that the Constitution and laws of the State of Kansas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Garden City Municipal Court in complying with such legal requirements; and

WHEREAS, the work of municipal courts is carried out by a dedicated team of professionals, including judges, prosecutors, bailiffs, court clerks, court administrators, and support staff, whose collective efforts ensure the fair and equitable delivery of justice.

NOW, THEREFORE, I Roy Cessna, Mayor of the City of Garden City, Kansas, do hereby proclaim August 10 – 16, 2025 as

MUNICIPAL COURT WEEK

in recognition of the fair and impartial justice offered to our residents by the municipal court of Garden City, Kansas.

SIGNED AND SEALED this 5th day of August 2025.

_____

Roy Cessna, *Mayor*

ATTEST:

_____

Celyn N. Hurtado, *City Clerk*

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 5, 2025
RE: Midnight Oasis at Stevens Park - Waiver for Alcoholic Liquor and Cereal Malt Beverage

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ISSUE:
The Governing Body is asked to consider and approve a request from Steve Jessee with Midnight Oasis to allow, under Code Section 6-1, possession, consumption and sale of cereal malt beverages or alcoholic liquors at Stevens Park on the following dates:

- September 13, 2025 - Community Mexican Fiesta
- September 20, 2025 - Fall Fest

BACKGROUND:
Per the City of Garden City Code of Ordinances, Section 6-1 - Unlawful consumption or possession of alcohol in public, specifically in any public park.

Mr. Jessee has requested a waiver from Code Section 6-1 for Community Mexican Fiesta on September 13, 2025 and Fall Fest on September 20, 2025. The Governing Body previously approved a request from Mr. Jessee to waive the ordinance to allow him to set up at Food Truck Fridays in 2025.

ALTERNATIVES:
1. The Governing Body may approve the request as presented.
2. The Governing Body may deny the request.

RECOMMENDATION:
Staff has no recommendation.

FISCAL NOTE:
None.

ATTACHMENTS:
Midnight Oasis Request email request

Outlook

Mexican Festival. Fall Fest

From Steve Jessee <stevejessee48@yahoo.com>
Date Thu 7/17/2025 6:17 PM
To Kori Longoria <kori.longoria@GardenCityKS.US>

You don't often get email from stevejessee48@yahoo.com. Learn why this is important

Kori
We would like to Participate in the Mexican Festival on September 13 and the Fall Fest on September 20th > I already received the form for Mexican festival and talked to Leandro about the Fall Fest We need approval from the City to be in these events. Could you please present this to the committee. Would you let me know when this will be presented and I will be there if any questions need to be answered. Thank you so much..

Steve Jessee
(Midnight Oasis Traveling Bar Service LLC)

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: August 5, 2025
RE: 2025 BUILD Grant Application Announcement

ISSUE:
Assistant City Manager Burke will present an update on the 2025 BUILD Grant Application.

BACKGROUND:
Earlier this year, the City of Garden City submitted a Better Utilizing Investments to Leverage Development (BUILD) (formerly referred to as RAISE) grant for design work related to a grade separated crossing at Spruce Street U.S. 83/50/400. Unfortunately, the City's project was not one of the 30 selected projects during this latest round of funding.

The full list of awarded projects can be found online at: https://www.transportation.gov/BUILDgrants. A summary of 2025 awards has also been attached.

The City will have an opportunity to gather feedback on the application prior to the next round of BUILD funding anticipated to open this fall.

ALTERNATIVES:
Informational only.

RECOMMENDATION:
Informational only.

FISCAL NOTE:
Informational only.

ATTACHMENTS:
BUILD Grant Award Summary (2025 - Round 2)

Year	Round	State(s)	Applicant	Project Name	Project Description (At Time of Award)	Award Amount (At Time of Award)	Total Project Cost (At Time of Award)	Capital/Plannir	Urban/Rural	Applicant Type
FY 2025	BUILD 25 Round 2	Alabama	Birmingham-Jefferson County Transit Authority	Operations & Maintenance Facility	This project will construct a new operations and maintenance facility in Birmingham to support the Birmingham-Jefferson County Transit Authority's (BJCTA) fixed-route, paratransit, and microtransit fleet services.	$ 25,000,000	$ 75,000,000	Capital	Urban	Other
FY 2025	BUILD 25 Round 2	Alaska	Chilkoot Indian Association	Dock Rebuild Planning Project	This project will plan and design the reconstruction of a dock at Portage Cove in Haines. It will also analyze parking needs and pedestrian connections at the dock.	$ 2,822,774	$ 2,822,774	Planning	Rural	Indian/Native American Tribal Gov
FY 2025	BUILD 25 Round 2	Alaska	Matanuska-Susitna Borough	Port MacKenzie Barge Ramp Project	This project will construct an approximately 60,000 square-foot barge ramp at Port MacKenzie to support barge haulout and loading operations.	$ 7,891,044	$ 12,140,068	Capital	Rural	County Government
FY 2025	BUILD 25 Round 2	Arkansas	Arkansas Department of Transportation	Springdale Northern Bypass - Final Phase	This project will construct the final phase of the approximately 20-mile Springdale Northern Bypass, including approximately 6.63 miles of roadway with two 12-foot travel lanes in each direction, separated by a variable-width median, extending from a new interchange at Highway 265 in Springdale to a new interchange at Highway 412 near Blue Springs.	$ 24,463,315	$ 326,223,485	Capital	Rural	State Government
FY 2025	BUILD 25 Round 2	California	Placer County Transportation Planning Agency	SR-65 to I-80: Improving Mobility, Safety, and Economic Development	This project will construct an outside southbound third lane of approximately 1.4 miles on SR-65 from Blue Oaks Boulevard to Galleria Boulevard, as well as a southbound auxiliary lane of approximately 0.8 miles from Pleasant Grove Boulevard to Galleria Boulevard.	$ 22,480,000	$ 28,100,000	Capital	Urban	Special District Government
FY 2025	BUILD 25 Round 2	Colorado	Town of Paonia	Safe Pathways for Paonia Project	This project will reconstruct the intersection at 5th Street and Grand Avenue, extending from 4th Street to approximately 200 feet north of the 5th Street intersection on Grand Avenue. The work will include installing sidewalks, curbs, gutters, and ADA-compliant curb ramps. Sidewalks will be extended to connect with existing sidewalks, crosswalks will be painted, and RRFB pedestrian signals will be installed. Grooved pavement will also be added to alert traffic to reduced speed limits and school crossings.	$ 1,884,901	$ 2,925,675	Capital	Rural	City or Township Government
FY 2025	BUILD 25 Round 2	Florida	City of Apopka	Ocoee-Apopka Road (CR) 437A Complete Streets Alignment	This project will plan, design, and construct improvements to Ocoee-Apopka Road (CR 437A) from Harmon Road to South Hawthorne Avenue. The improvements will include expanding the roadway from approximately two to four lanes, adding bicycle lanes, a multi-use path, and accessibility features such as smart lighting, sensors, and ADA-compliant enhancements.	$ 17,360,000	$ 21,700,000	Capital	Urban	City or Township Government
FY 2025	BUILD 25 Round 2	Georgia	City of Johns Creek	Old Alabama Bridge Replacements	This project will design and construct the replacement of the Old Alabama Road bridges over the Chattahoochee Tributary and Johns Creek. The project will include bridge widening, sidewalks, a multi-use trail, and updated drainage systems.	$ 12,800,000	$ 20,000,000	Capital	Urban	City or Township Government
FY 2025	BUILD 25 Round 2	Idaho	Ada County Highway District	Access to Opportunity: BUILD the Boise Bench Project	This project will construct ADA-compliant sidewalks, curb ramps, crossings, pavement rehabilitation, bicycle facilities, stormwater management improvements, as well as add lighting and signage along four corridors on the Boise Bench. The project totals approximately 5.0 miles along Allumbaugh Street from Northview Street to Fairview Avenue, Franklin Road from Milwaukee Street to Liberty Street, Irving Street from Curtis Road to Roosevelt Street, and Phillippi Street/Malad Street from Irving Street to Orchard Street.	$ 18,436,000	$ 23,045,000	Capital	Urban	Special District Government
FY 2025	BUILD 25 Round 2	Iowa	City of Cedar Rapids	Flood Resilience and Multi-Modal Improvements at I-380 through UP Railroad Project	This project will complete the design, right-of-way acquisition, and construction of flood resiliency and multimodal improvements from I-380 to the Union Pacific Railroad. The project includes an approximately 0.3-mile levee and realignment of F Avenue "up and over" the levee, with a trail along the top. Additional components include converting F Avenue from a one-way to a two-way configuration, constructing a floodwall from E Avenue to the existing levee south of I-380, a roundabout on F Avenue, a stormwater conveyance system, a railroad flood gate, and a pedestrian bridge.	$ 25,000,000	$ 43,100,000	Capital	Rural	City or Township Government
FY 2025	BUILD 25 Round 2	Kansas	Barton County	Barton County Accessible Public Transportation (BCAPT) Planning Project	This project will develop an accessible public transportation master plan for Barton, Rice, and Ellsworth Counties. Activities will include a community engagement process in each of the county's census tracts, using surveys, focus groups, and community events to assess the transportation needs in these rural counties.	$ 239,138	$ 239,138	Planning	Rural	County Government
FY 2025	BUILD 25 Round 2	Maryland	Maryland Transit Administration	Expanding Rural Transit Options: Washington County Bus Facility Project	This project will complete the NEPA process and finalize the design for a new administrative, maintenance, and transit vehicle storage facility in Hagerstown.	$ 2,832,390	$ 2,832,390	Planning	Rural	State Government
FY 2025	BUILD 25 Round 2	Mississippi	Mississippi Department of Transportation	Enhancing Safety and Mobility on US 49 and MS 13 in Simpson County	This project will design and construct the replacement of two bridge structures on US 49 over Mississippi Highway 13 (MS -13) in Simpson County. The new bridges will provide increased vertical clearance, and the interchanges between US 49 and MS-13 will be redesigned as roundabouts. Additionally, MS 13 will be excavated and lowered to achieve the required vertical clearance.	$ 21,340,000	$ 21,340,000	Capital	Rural	State Government
FY 2025	BUILD 25 Round 2	Missouri	County of Audrain	US Route 54 Shared Four-Lane Project	This project will complete the right-of-way acquisition and construction to widen an approximately 14-mile segment of US Route 54 from a two-lane roadway to a shared four-lane configuration between Farber and Curryville. The project also includes the construction of a roundabout at the intersection of US Route 54 and MO 154 (Jennings Corner) and utility relocations.	$ 24,892,433	$ 26,392,433	Capital	Rural	County Government
FY 2025	BUILD 25 Round 2	Montana	Montana Department of Transportation	Brockway-West Project	This project will reconstruct approximately seven miles of Montana Highway 200, including widening shoulders to 6 feet, reducing and flattening vertical curves, and installing milled centerline and shoulder rumble strips.	$ 25,000,000	$ 26,435,988	Capital	Rural	State Government
FY 2025	BUILD 25 Round 2	North Carolina	Raleigh Durham Airport Authority	John Brantley Blvd. Extension Project	This project will realign key sections of the roadway in front of two terminals at Raleigh-Durham International Airport and widen the roadway from two lanes to four lanes.	$ 24,666,750	$ 166,566,750	Capital	Urban	Other
FY 2025	BUILD 25 Round 2	North Dakota	Ward County	Minot's Accessible, Growth-driving Intermodal Connector (MAGIC)	This project will conduct planning, environmental documentation, and preliminary design for three corridors and their connected intersections, including the Outer Connector from US Highway 2/52 to US Highway 83 along County Roads 14 and 16, and the Inner Connector from US Highway 2/52 to County Road 14 along 30th Street SW.	$ 4,050,000	$ 4,050,000	Planning	Rural	County Government
FY 2025	BUILD 25 Round 2	Ohio	Franklin County Engineer	Alum Creek Drive (SR 317 to Groveport Road)	This project will widen Alum Creek Drive to add a third through lane in each direction between State Route 317 (London-Groveport Road) and Groveport Road, spanning approximately 2.6 miles. The project will also include the construction of pedestrian facilities, including a concrete sidewalk and an asphalt shared-use path. Additionally, the two bridges over Big Walnut Creek will be replaced.	$ 25,000,000	$ 61,718,888	Capital	Urban	County Government
FY 2025	BUILD 25 Round 2	Ohio	City of Cleveland	Cleveland North Coast Connector Multimodal Hub Area Study	This project will develop plans and designs for a modern, centralized transportation hub on Cleveland's downtown lakefront, featuring enhanced passenger amenities to support multimodal access. It will also assess potential efficiencies for intermodal freight movement through the site as part of the proposed Port Access Road, which will establish dedicated connectivity between the Port of Cleveland General Cargo Terminal and the regional Interstate System.	$ 960,000	$ 1,200,000	Planning	Urban	City or Township Government
FY 2025	BUILD 25 Round 2	Oklahoma	Oklahoma Department of Transportation	Hochatown Community Access and Pedestrian Safety Project	This project will reconstruct approximately 6.25 miles of US 259 in Hochatown, Oklahoma, within the boundaries of the Choctaw Nation. Improvements include widening the highway to two lanes in each direction with a center turn lane, installing approximately 1 mile of sidewalk, adding approximately 2 miles of street lighting, and constructing an approximately 1.8-mile shared-use trail for bicycles and pedestrians.	$ 20,000,000	$ 66,257,772	Capital	Rural	State Government
FY 2025	BUILD 25 Round 2	Pennsylvania	Redevelopment Authority of the County of Bucks	Revitalization of Bristol Port Terminal	This project will design and construct improvements to the Bristol Port Facility, including the construction of a new approximately 1,100-foot dock, modernization of offloading equipment, dredging of approximately 70,000 cubic yards of material, and integration of upgraded rail systems.	$ 25,000,000	$ 64,800,000	Capital	Urban	Other
FY 2025	BUILD 25 Round 2	South Carolina	Dorchester County	US 78 Widening, Phase 3A	This project will widen US 78 from west of Orangeburg Road to North Maple Street, expanding the roadway from two lanes to five lanes, with 12-foot-wide travel lanes and a 15-foot-wide center turn lane. The project includes the installation of approximately 3.39 miles of sidewalk, approximately 4.9 miles of bicycle lanes, and approximately 0.41 miles of multi-use path. Additional improvements involve upgrading intersections with dedicated turn lanes and concrete medians, replacing the Rumphs Hill Creek culvert, and adding curb and gutter along the corridor.	$ 24,666,750	$ 81,858,016	Capital	Urban	County Government
FY 2025	BUILD 25 Round 2	South Dakota	South Dakota Department of Transportation	US 85 Belle Fourche River Bridge Replacement	This project will replace the Belle Fourche River Bridge on US 85 in Belle Fourche. The existing seven-span steel bridge will be replaced with a new structure that includes resurfacing the roadway, four vehicular lanes, and two six-foot-wide pedestrian paths. The project will also implement safety features such as guardrails, lighting, and erosion control measures to stabilize the riverbanks.	$ 22,009,000	$ 22,009,000	Capital	Rural	State Government
FY 2025	BUILD 25 Round 2	Tennessee	City of Mt. Juliet	Middle Tennessee Connectivity & Economic Advancement Project	This project will complete the engineering design, right-of-way acquisition, and construction of a new interchange at SR-265/Central Pike and I-40, located between Exit 221 (at SR-45) and Exit 226 (at SR-171). The project involves removing the existing overpass, constructing two new bridges with pedestrian and bicycle facilities, building on- and off-ramps, realigning connecting roads—including SR-265—and adding signing, striping, and two traffic signals.	$ 24,666,750	$ 64,925,819	Capital	Urban	City or Township Government
FY 2025	BUILD 25 Round 2	Vermont	Vermont Agency of Transportation	Winooski River Bridge Replacement Project	This project will replace and upgrade the Winooski River Bridge widening travel lanes, incorporating separated shared-use paths, and will use durable materials.	$ 22,713,315	$ 76,963,315	Capital	Rural	State Government

FY 2025	BUILD 25 Round 2	Washington	Snohomish County	Snohomish County Everett Intermodal Yard and Curve Improvements	This project will plan and develop the preliminary design for upgrades to the Snohomish County Everett Intermodal Yard and surrounding rail infrastructure within the BNSF Northwest Division's Bellingham Subdivision (Milepost 9.3 to Milepost 10.9). Planned improvements include constructing approximately 13,000 feet of new mainline track and a 4,300-foot siding west of the existing Rogers mainline, reconfiguring the former mainline into yard storage tracks, and relocating the Rogers mainline westward to improve curve geometry and operational efficiency.	$ 2,000,000	$ 2,500,000	Planning	Urban	County Government
FY 2025	BUILD 25 Round 2	West Virginia	West Virginia Department of Transportation	Statewide Truck Parking Project	This project will construct truck parking capacity expansion improvements at three existing West Virginia Division of Highways (WVDOH) facilities along I-81, I-64, and I-79.	$ 24,837,048	$ 35,550,809	Capital	Rural	State Government
FY 2025	BUILD 25 Round 2	Wisconsin	Milwaukee County	PurpleLine Transit Enhancements for Mobility and Accessibility	This project will enhance select bus stops along the PurpleLine corridor by installing new shelters with miscellaneous furnishings, ADA-compliant concrete boarding pads, and advanced treatments at select stops, such as bus platforms, islands, and bulbs. Signalized intersections along the route will be equipped with Transit Signal Priority (TSP) technology, including new TSP transponders for buses. All improvements will be implemented within the existing right-of-way, primarily along the Layton Boulevard and 27th Street corridors.	$ 21,013,750	$ 21,013,750	Capital	Urban	County Government
FY 2025	BUILD 25 Round 2	Wyoming	Wyoming Department of Transportation	Beartooth Highway Segment 4 Engineering and Design	This project will finalize engineering and design for approximately 12.5 miles of roadway between Mileposts 30.6 and 43.1. The work will address challenging alignment, steep grades, and 13 switchbacks to enhance functionality and durability. Improvements will include drainage system upgrades, shoulder widening, and structural enhancements, utilizing advanced techniques tailored for alpine terrain.	$ 10,000,000	$ 10,000,000	Planning	Rural	State Government
FY 2025	BUILD 25 Round 2	Wyoming	Big Horn County	Reconstruction of Orchard Bench Road for Safety	This project will upgrade, rehabilitate, and repair approximately 6.75 miles of Orchard Bench Road. Improvements will include asphalt milling, extensive shoulder widening, asphalt overlay with leveling, culvert replacement with concrete head structures, removal of an existing bridge and installation of a multi-cell box culvert, revegetation of disturbed areas, minor fencing, and temporary and permanent traffic control.	$ 4,074,642	$ 4,527,380	Capital	Rural	County Government

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Yeimi Darville, Communications Manager
DATE: August 5, 2025
RE: 2025 Quarter 2 Social Media Report

ISSUE:
Presentation of the 2025 Quarter 2 Social Media Report from the Communications Department.

BACKGROUND:
Attached is the Social Media Report for the 2025 Quarter 2 from the Communications Department.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Quarter 2 Social Media Report



Q2

GARDEN CITY

THE WORLD GROWS HERE

Social Media Report

facebook

Number of Posts **209**
3.47% increase from Q1

Post Reach **862,251**
31.03% decrease from Q1

Followers Gained **466**
81.87% decrease from Q1

Engagement Rate*** **9.55%**
19.23% increase from Q1

Awareness Metrics		Q2 2025	Q1 2025	Q2 2024
Post Reach	Portion of people reached in relation to the total number of followers.	25.67%	39.30%	32.62%
Audience Growth Rate	The speed at which your brand's following increases.	2.94%	16.32%	2.54%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	31.59%	53.73%	0.16%
Average Engagement Rate	Content is resonating with the audience.	9.55%	8.01%	
Conversion Metrics				
Click-Through Rate	How often people click on the call-to-action link in a post.	0.16%	0.15%	

Facebook Analysis

In the first quarter, the department experienced its first viral video. This significantly contributed to a decrease in followers and reach during the second quarter when compared to Q1. However, the engagement rate increased, indicating that the content posted in the second quarter resonated well with the organization's audience. Content this quarter included events such as 620 Day and Employee Wellness Challenges.

The department expects an increase in metrics for Quarter 3, as it offers more opportunities to highlight employees and participate in community events.

****A notable difference moving forward will be the average engagement rate, which can either be calculated over followers or reach. For the department, calculating over reach aligns more with ensuring content is being seen rather than restricting it to how many followers are seeing the content.*

Instagram

Number of Posts 37
15.91% decrease from Q1

Post Reach 51,276
41.80% decrease from Q1

Followers Gained 161
15.71% decrease from Q1

Engagement Rate *** 5.97%
6.57% decrease from Q1

Awareness Metrics		Q2 2025	Q1 2025	Q2 2024
Post Reach	Portion of people reached in relation to the total number of followers.	56.29%	70.38%	19.64%
Audience Growth Rate	The speed at which your brand's following increases.	5.45%	6.71%	1.00%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	34.07%	103.27%	1.53%
Average Engagement Rate	Content is resonating with the audience.	5.97%	6.39%	

Instagram Analysis

In the first quarter, we noticed an increase in key metrics such as reach and the number of followers gained, largely due to a viral video on the platform. As anticipated, the metrics for the second quarter experienced a decline due to the unusual circumstances we encountered in the first quarter. However, when comparing this quarter to the second quarter of 2024, we found that the content resonated more with our audience. Both awareness and engagement metrics were significantly higher this year compared to last year.

This month's content included more reels and collaborative posts with the Garden City Fire Department and the Garden City Police Department. Additionally, this quarter featured the final weeks of our Instagram Takeovers on our stories.

Number of Posts 41

64.00% increase from Q1

Post Impressions 9,525

0.09% decrease from Q1

Followers Gained 6

80.65% decrease from Q1

Engagement Rate 29.90%

22.34% decrease from Q1***

Awareness Metrics		Q2 2025	Q1 2025	Q2 2024
Post Reach	Portion of people reached in relation to the total number of followers.	21.79%	38.77%	176.60%
Audience Growth Rate	The speed at which your brand's following increases.	1.46%	7.67%	3.41%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	70.87%	77.23%	4.91%
Average Engagement Rate	Content is resonating with the audience.	29.90%	38.50%	

LinkedIn Analysis

The Department is working to align its content with how LinkedIn is used, particularly in terms of storytelling. Although there was an increase in posts during the second quarter, the content's performance did not match the success seen in the first quarter, when the department believed it was beginning to align with the platform's usage. In the third quarter, the department plans to explore alternative ways to share anniversaries and introduce new employees while continuing to incorporate storytelling into the content.

Number of Posts 15
62.5% decrease from Q1

Post Impressions 1,426
62.2% decrease from Q1

Followers Gained -26
1,200% decrease from Q1

Engagement Rate *** 5.29%
51.58% increase from Q1

Awareness Metrics		Q2 2025	Q1 2025	Q2 2024
Post Reach	Portion of people reached in relation to the total number of followers.	3.29%	3.24%	5.25%
Audience Growth Rate	The speed at which your brand's following increases.	-0.90%	-0.07%	0.24%
Engagement Metrics				
Applause Rate	The % of our audience that finds value in the things we post.	0.17%	0.65%	0.04%
Average Engagement Rate	Content is resonating with the audience.	5.29%	3.49%	
Conversion Metrics				
Click-Through Rate	How often people click on the call-to-action link in a post.	0.07%	0.03%	

X Analysis

As mentioned in previous quarterly updates, X, formerly known as Twitter, is not a platform where our department creates specialized content. Instead, it primarily serves as a tool for cross-posting and is regularly updated and maintained. However, as metrics change, some being removed or added, the current state of the platform does not align with the department's strategy and goals. The department will continue to monitor the platform and seek updates, hoping to eventually reestablish a dedicated content strategy for it.

In the first quarter, the department focused on increasing the number of posts to see if that would lead to improved metrics, but this effort was unsuccessful. In the second quarter, the department continues to see a decline in metrics.

YouTube

Number of Posts 13
30% increase from Q1

Live Impressions 10,048
21.82% decrease from Q1

Followers Gained 24
60% increase from Q1

Engagement Rate 1.16%
132% increase from Q1 ***

Awareness Metrics - Live Videos		Q2 2025	Q1 2025	Q2 2024
Video Reach	Portion of people reached in relation to the total number of followers.	64.84%	111.77%	122.16%
Audience Growth Rate	The speed at which your brand's following increases.	2.01%	1.30%	0.73%
Engagement Metrics - Live Videos				
Applause Rate	The % of our audience that finds value in the things we post.	4.49%	3.33%	0.51%
Average Engagement Rate	Content is resonating with the audience.	1.16%	0.50%	

YouTube Analysis

As mentioned in the first-quarter report, the metrics collected will focus solely on live videos, as this has become the main priority on the YouTube platform. While the department continues to create videos for various campaigns, these videos are posted directly to their respective platforms based on usage and audience demographics, and have not been cross-posted to YouTube.

As summer begins to wind down, the department is actively working on various video projects to enhance the posting schedule on the YouTube platform.

Since reaching 1,000 subscribers, the City's YouTube channel now allows for the use of "chapters," enabling the department to link directly to specific agenda items from City Commission meetings.

MY GCKS

Number of Alerts Sent 33
32% increase from Q1

Sign-Ups 93
66.07% increase from Q1

Residents Engaged 298
109.86% increase from Q1

Total Communications 213
22.41% increase from Q1

	Total of Alert Sign Ups	Total Communications	Total Residents Engaged	Alert Sign Ups	Total Questions
	People who have signed up to receive alerts	All interactions between residents and the bot	# of residents the bot has engaged	People who have signed up to receive alerts this quarter	# of resident inquiries that triggered an answer from the bot
Q2 2025	852	213	298	93	66
Q1 2025	759	174	142	56	48
Q2 2024	629	677	570	274	45

My GCKS Analysis

In the second quarter, we observed a significant increase in metrics due to higher bot usage by both the department and residents. Alerts during this quarter included events like 620 Day and notifications for thunderstorm warnings. Over the past two quarters, we have made a concerted effort to incorporate alerts from both the Garden City Fire Department and the Garden City Police Department.

Our ongoing initiatives focus on community engagement to promote this service, as well as advocating for the capability to send alerts in multiple languages. Currently, the service allows the department to receive alerts in up to 71 languages. However, our ability to communicate back via the alert feature is limited to English only.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: August 5, 2025
RE: Service and Finance Monthly Sales Tax Report - July 2025

ISSUE:
Presentation of July 2025 Monthly Sales Tax Reports from Service and Finance.

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

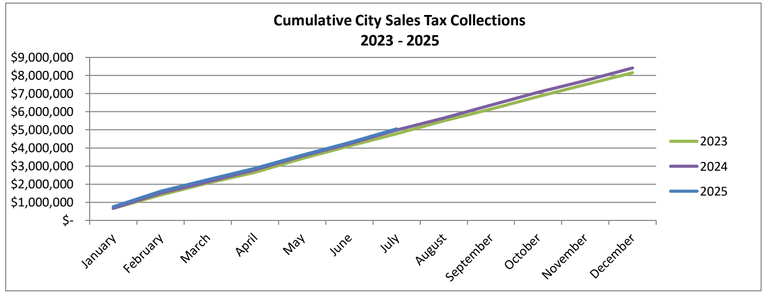
ATTACHMENTS:
2025 Sales Tax Receipts Reports - July

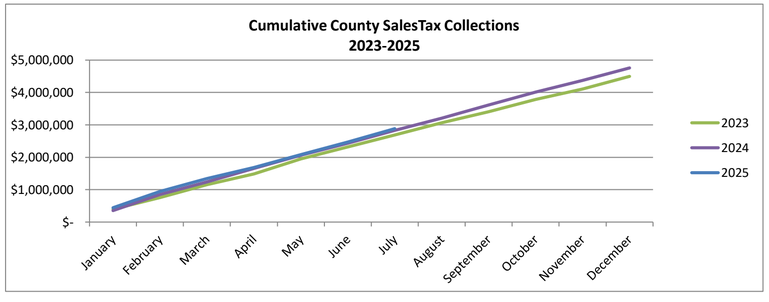
ANALYSIS OF CITY SALES TAX RECEIPTS

MONTH RECEIVED	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	$ 351,457	$ 351,627	$ 409,255	$ 529,129	$ 415,161	$ 432,278	$ 483,869	$ 508,705	$ 480,712	$ 521,960	$ 543,148	$ 543,924	$ 564,062	$ 565,980	$ 601,819	$ 596,509	$ 640,065	$ 665,684	$ 669,090	$ 752,470
FEBRUARY	$ 416,061	$ 444,506	$ 465,707	$ 415,062	$ 416,555	$ 509,745	$ 497,844	$ 514,511	$ 575,307	$ 638,635	$ 629,836	$ 638,147	$ 655,745	$ 650,141	$ 646,641	$ 654,966	$ 788,126	$ 735,542	$ 831,503	$ 850,369
MARCH	$ 317,599	$ 338,956	$ 418,336	$ 461,822	$ 432,675	$ 426,585	$ 438,777	$ 468,745	$ 469,435	$ 470,493	$ 502,661	$ 474,000	$ 510,366	$ 555,657	$ 499,030	$ 627,649	$ 631,570	$ 661,368	$ 632,400	$ 648,044
APRIL	$ 321,431	$ 358,967	$ 361,119	$ 388,668	$ 328,743	$ 328,309	$ 409,253	$ 411,491	$ 468,167	$ 493,539	$ 514,449	$ 504,284	$ 501,872	$ 457,775	$ 533,006	$ 559,450	$ 626,920	$ 592,420	$ 665,768	$ 630,594
MAY	$ 372,027	$ 382,562	$ 426,812	$ 362,989	$ 430,701	$ 442,882	$ 502,577	$ 481,623	$ 528,216	$ 556,737	$ 569,117	$ 584,814	$ 579,847	$ 607,072	$ 560,306	$ 637,511	$ 727,163	$ 765,370	$ 749,722	$ 718,438
JUNE	$ 364,552	$ 363,536	$ 398,458	$ 413,934	$ 423,173	$ 471,595	$ 457,884	$ 469,940	$ 526,978	$ 523,569	$ 524,973	$ 488,288	$ 529,078	$ 551,413	$ 526,197	$ 615,152	$ 749,400	$ 690,456	$ 688,183	$ 702,502
JULY	$ 350,754	$ 394,947	$ 456,516	$ 469,538	$ 402,144	$ 431,189	$ 453,965	$ 554,262	$ 540,941	$ 540,334	$ 551,396	$ 527,818	$ 571,285	$ 591,262	$ 560,739	$ 645,485	$ 652,941	$ 679,201	$ 749,038	$ 749,181
AUGUST	$ 377,510	$ 372,473	$ 456,809	$ 373,995	$ 433,641	$ 420,914	$ 490,394	$ 504,212	$ 526,281	$ 546,571	$ 535,506	$ 575,191	$ 552,932	$ 580,309	$ 609,252	$ 594,021	$ 701,907	$ 711,936	$ 661,357	$ -
SEPTEMBER	$ 341,558	$ 388,244	$ 463,398	$ 421,706	$ 415,115	$ 433,117	$ 424,160	$ 529,341	$ 509,837	$ 548,219	$ 534,225	$ 537,191	$ 552,981	$ 611,822	$ 574,299	$ 647,049	$ 646,904	$ 641,621	$ 716,800	$ -
OCTOBER	$ 365,725	$ 408,881	$ 446,179	$ 411,421	$ 425,392	$ 450,833	$ 468,586	$ 501,467	$ 516,778	$ 517,874	$ 563,222	$ 528,383	$ 559,878	$ 574,684	$ 577,225	$ 603,159	$ 577,619	$ 699,621	$ 717,509	$ -
NOVEMBER	$ 351,892	$ 352,723	$ 435,767	$ 402,883	$ 390,433	$ 412,877	$ 474,976	$ 422,213	$ 496,772	$ 528,692	$ 541,283	$ 547,752	$ 518,223	$ 567,513	$ 521,586	$ 530,010	$ 682,330	$ 661,283	$ 639,679	$ -
DECEMBER	$ 356,317	$ 396,872	$ 432,701	$ 461,792	$ 412,973	$ 481,207	$ 424,131	$ 501,046	$ 519,605	$ 539,387	$ 522,361	$ 501,313	$ 529,852	$ 536,285	$ 563,392	$ 705,360	$ 684,862	$ 649,121	$ 696,264	$ -
TOTAL RECEIPTS	$ 4,286,883	$ 4,554,294	$ 5,171,057	$ 5,112,939	$ 4,926,706	$ 5,241,531	$ 5,526,416	$ 5,867,556	$ 6,159,029	$ 6,426,010	$ 6,532,177	$ 6,451,105	$ 6,626,121	$ 6,849,913	$ 6,773,491	$ 7,416,321	$ 8,109,805	$ 8,153,624	$ 8,417,315	$ 5,051,599
PERCENTAGE CHANGE	#REF!	6.24%	13.54%	-1.12%	-3.64%	6.39%	5.44%	6.17%	4.97%	4.33%	1.65%	-1.24%	2.71%	3.38%	-1.12%	9.49%	9.35%	0.54%	3.23%	-39.99%

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	$ 90,890	$ 96,504	$ 112,365	$ 136,559	$ 194,148	$ 172,402	$ 201,675	$ 215,987	$ 207,262	$ 300,664	$ 307,037	$ 317,152	$ 327,188	$ 321,485	$ 367,380	$ 334,224	$ 382,914	$ 396,394	$ 354,297	$ 442,574
FEBRUARY	$ 108,918	$ 117,464	$ 120,392	$ 112,708	$ 168,090	$ 206,332	$ 201,136	$ 213,048	$ 244,277	$ 362,832	$ 358,531	$ 364,135	$ 376,672	$ 373,022	$ 360,916	$ 373,850	$ 459,070	$ 358,637	$ 500,830	$ 502,506
MARCH	$ 84,800	$ 91,096	$ 111,384	$ 127,434	$ 176,275	$ 176,089	$ 187,616	$ 198,757	$ 200,357	$ 290,207	$ 301,101	$ 282,153	$ 298,258	$ 337,311	$ 327,594	$ 359,218	$ 372,085	$ 398,920	$ 387,324	$ 397,733
APRIL	$ 88,367	$ 97,920	$ 97,076	$ 105,529	$ 136,058	$ 140,393	$ 176,191	$ 179,735	$ 202,588	$ 302,975	$ 303,689	$ 302,845	$ 291,365	$ 355,975	$ 302,658	$ 313,114	$ 371,237	$ 331,446	$ 417,047	$ 342,754
MAY	$ 100,809	$ 103,484	$ 113,955	$ 102,518	$ 173,875	$ 182,165	$ 217,621	$ 215,823	$ 225,522	$ 329,154	$ 324,679	$ 343,200	$ 333,071	$ 352,774	$ 319,616	$ 349,824	$ 452,363	$ 462,759	$ 400,462	$ 398,498
JUNE	$ 99,561	$ 98,793	$ 107,235	$ 110,225	$ 174,577	$ 192,468	$ 197,406	$ 205,745	$ 227,284	$ 313,770	$ 298,761	$ 301,306	$ 306,362	$ 332,182	$ 348,707	$ 322,313	$ 405,973	$ 369,590	$ 374,385	$ 388,134
JULY	$ 95,381	$ 109,492	$ 130,863	$ 126,193	$ 163,203	$ 175,188	$ 199,698	$ 238,623	$ 232,796	$ 313,034	$ 330,600	$ 314,986	$ 335,180	$ 332,067	$ 323,487	$ 342,546	$ 367,080	$ 368,825	$ 395,378	$ 411,591
AUGUST	$ 104,308	$ 99,317	$ 123,221	$ 103,580	$ 180,595	$ 178,778	$ 209,006	$ 213,331	$ 223,986	$ 317,123	$ 303,152	$ 337,844	$ 344,467	$ 338,976	$ 366,555	$ 322,660	$ 408,789	$ 378,761	$ 382,123	$ -
SEPTEMBER	$ 93,570	$ 106,941	$ 133,521	$ 111,381	$ 174,612	$ 178,054	$ 180,008	$ 232,303	$ 304,118	$ 318,362	$ 326,369	$ 334,573	$ 317,832	$ 364,224	$ 343,757	$ 337,376	$ 252,369	$ 345,634	$ 400,320	$ -
OCTOBER	$ 101,146	$ 112,166	$ 117,796	$ 108,343	$ 174,202	$ 189,062	$ 203,819	$ 218,503	$ 313,005	$ 301,429	$ 330,331	$ 323,573	$ 331,607	$ 336,116	$ 355,188	$ 366,176	$ 327,539	$ 373,194	$ 403,647	$ -
NOVEMBER	$ 94,231	$ 107,500	$ 117,428	$ 111,973	$ 153,378	$ 174,342	$ 208,611	$ 184,384	$ 304,259	$ 308,291	$ 321,505	$ 331,203	$ 303,002	$ 292,047	$ 321,857	$ 327,221	$ 398,510	$ 361,868	$ 360,045	$ -
DECEMBER	$ 94,570	$ 109,693	$ 114,846	$ 160,409	$ 161,622	$ 196,711	$ 182,159	$ 236,524	$ 312,690	$ 312,260	$ 310,550	$ 299,058	$ 311,284	$ 287,121	$ 299,985	$ 377,925	$ 393,418	$ 352,334	$ 383,207	$ -
TOTAL RECEIPTS	$ 1,156,551	$ 1,250,370	$ 1,400,082	$ 1,416,852	$ 2,030,635	$ 2,161,984	$ 2,364,946	$ 2,552,763	$ 2,998,144	$ 3,770,101	$ 3,816,305	$ 3,852,028	$ 3,876,288	$ 4,023,300	$ 4,037,701	$ 4,126,447	$ 4,591,345	$ 4,498,363	$ 4,759,063	$ 2,883,789
PERCENTAGE CHANGE	#REF!	8.11%	11.97%	1.20%	43.32%	6.47%	9.39%	7.94%	17.45%	25.75%	1.23%	0.94%	0.63%	3.79%	0.36%	2.20%	11.27%	-2.03%	5.80%	-39.40%





CITY OF GARDEN CITY, KANSAS

.30 SALES TAX RECEIPTS

MONTH RECEIVED		2019	2020	2021	2022	2023	2024	2025
JANUARY	CI	$ 112,024	$ 116,089	$ 114,388	$ 133,927	$ 140,015	$ 145,980	$ 156,745
	CO	$ 107,555	$ 110,570	$ 108,950	$ 127,295	$ 129,717	$ 142,672	$ 138,953
FEBRUARY	CI	$ 124,595	$ 123,227	$ 130,539	$ 362,806	$ 164,801	$ 176,158	$ 180,867
	CO	$ 118,628	$ 117,135	$ 124,027	$ 341,655	$ 165,290	$ 156,054	$ 159,011
MARCH	CI	$ 111,700	$ 112,967	$ 123,519	$ 125,534	$ 139,125	$ 137,937	$ 143,957
	CO	$ 106,351	$ 107,383	$ 117,358	$ 118,216	$ 129,518	$ 122,195	$ 126,561
APRIL	CI	$ 116,534	$ 100,888	$ 109,373	$ 131,563	$ 129,542	$ 146,064	$ 136,058
	CO	$ 110,953	$ 96,695	$ 104,711	$ 123,893	$ 125,033	$ 129,395	$ 123,791
MAY	CI	$ 117,101	$ 106,391	$ 133,855	$ 155,074	$ 163,281	$ 159,559	$ 161,588
	CO	$ 111,493	$ 101,131	$ 133,154	$ 146,034	$ 152,007	$ 146,413	$ 148,335
JUNE	CI	$ 108,040	$ 120,050	$ 129,002	$ 145,231	$ 141,953	$ 149,770	$ 151,976
	CO	$ 102,571	$ 114,116	$ 128,297	$ 139,862	$ 135,748	$ 138,461	$ 139,491
JULY	CI	$ 115,962	$ 100,650	$ 131,269	$ 135,726	$ 145,261	$ 159,864	$ 162,278
	CO	$ 110,409	$ 95,674	$ 130,174	$ 130,847	$ 140,976	$ 149,816	$ 148,872
AUGUST	CI	$ 114,035	$ 113,280	$ 128,775	$ 157,786	$ 155,211	$ 147,445	$ -
	CO	$ 108,614	$ 107,895	$ 127,648	$ 149,708	$ 151,606	$ 134,513	$ -
SEPTEMBER	CI	$ 122,269	$ 106,203	$ 130,397	$ 159,282	$ 134,643	$ 165,238	$ -
	CO	$ 116,457	$ 101,155	$ 129,211	$ 171,128	$ 130,548	$ 153,137	$ -
OCTOBER	CI	$ 113,607	$ 117,141	$ 139,434	$ 118,735	$ 150,823	$ 165,643	$
	CO	$ 108,207	$ 111,573	$ 137,829	$ 114,644	$ 147,413	$ 152,859	$ -
NOVEMBER	CI	$ 99,709	$ 101,840	$ 140,410	$ 149,989	$ 143,734	$ 136,946	$ -
	CO	$ 95,225	$ 96,999	$ 138,036	$ 142,981	$ 139,666	$ 125,996	$ -
DECEMBER	CI	$ 129,469	$ 114,828	$ 149,569	$ 148,666	$ 139,540	$ 150,558	$ -
	CO	$ 128,889	$ 113,443	$ 148,889	$ 141,478	$ 135,911	$ 138,977	$ -
TOTAL RECEIPTS		**$ 2,710,397**	**$ 2,607,323**	**$ 3,088,815**	**$ 3,772,058**	**$ 3,431,364**	**$ 3,531,650**	**$ 2,078,485**
% Change		98.61%	-3.80%	18.47%	22.12%	-9.03%	2.92%	-41.15%

CITY OF GARDEN CITY, KANSAS

.15 SALES TAX RECEIPTS

MONTH RECEIVED	2022	2023	2024	2025
JANUARY		$ 113,537	$ 115,104	$ 127,470
FEBRUARY		$ 128,378	$ 140,947	$ 145,197
MARCH		$ 111,185	$ 106,347	$ 113,693
APRIL		$ 101,915	$ 111,999	$ 107,326
MAY		$ 131,348	$ 128,672	$ 124,315
JUNE	$ 125,872	$ 117,497	$ 117,026	$ 118,491
JULY	$ 108,467	$ 114,417	$ 124,845	$ 126,174
AUGUST	$ 124,528	$ 121,461	$ 114,511	$ -
SEPTEMBER	$ 114,285	$ 107,606	$ 123,691	$ -
OCTOBER	$ 93,730	$ 119,362	$ 123,816	$ -
NOVEMBER	$ 116,345	$ 113,780	$ 107,642	$ -
DECEMBER	$ 116,680	$ 110,824	$ 118,156	$ -
TOTAL RECEIPTS	**$ 799,907**	**$ 1,391,310**	**$ 1,432,756**	**$ 862,667**

CITY OF GARDEN CITY, KANSAS
ANALYSIS OF SALES TAX RECEIPTS
FULL COLLECTION BASIS

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS

MONTH RECEIVED	2023	2024	2025
JANUARY	$ 765,537	$ 819,202	$ 865,341
FEBRUARY	$ 935,280	$ 956,229	$ 977,924
MARCH	$ 760,573	$ 727,260	$ 745,251
APRIL	$ 714,702	$ 765,634	$ 757,666
MAY	$ 880,175	$ 901,585	$ 875,307
JUNE	$ 820,964	$ 836,378	$ 854,030
JULY	$ 824,422	$ 925,197	$ 910,253
AUGUST	$ 870,533	$ 789,894	$ -
SEPTEMBER	$ 776,081	$ 876,034	$ -
OCTOBER	$ 856,211	$ 871,921	$ -
NOVEMBER	$ 803,049	$ 771,303	$ -
DECEMBER	$ 790,181	$ 843,383	$ -
TOTAL RECEIPTS	**$ 9,797,707**	**$ 9,797,707**	**$ 5,985,772**

Amounts include Full Collection (includes City STAR portion - dedicated).

Current Breakdown
Sales Tax in Garden City and Expiration Dates

Taxing Entity	% of Tax	Expiration Dates
State of Kansas	6.5	% Change when Needed
Finney County-General	0.5	Continuous
Finney County-Special	0.25	10/1/2027
Finney County-Special	0.25	6/30/2037
Finney County-Special	0.3	3/31/2033
Garden City	0.5	Continuous
Garden City-Special	0.5	9/30/2025
Garden City-Special	0.15	3/31/2037
Total	**8.95**	

The City currently has six Community Improvement Districts that carry an additional 1-2% tax.

ANALYSIS OF CITY-WIDE SALES TAX RECEIPTS		
MONTH RECEIVED	2024	2025
JANUARY	$ 669,090	$ 752,470
FEBRUARY	$ 831,503	$ 850,369
MARCH	$ 632,400	$ 648,044
APRIL	$ 665,768	$ 630,594
MAY	$ 749,722	$ 718,438
JUNE	$ 688,183	$ 702,502
JULY	$ 749,038	$ 749,181
AUGUST	$ 661,357	$ -
SEPTEMBER	$ 716,800	$ -
OCTOBER	$ 717,509	$ -
NOVEMBER	$ 639,679	$ -
DECEMBER	$ 696,264	$ -
TOTAL RECEIPTS		**$ 5,051,599**

ANALYSIS OF COUNTY-WIDE SALES TAX RECEIPTS		
MONTH RECEIVED	2024	2025
JANUARY	$ 354,297	$ 442,574
FEBRUARY	$ 500,830	$ 502,506
MARCH	$ 387,324	$ 397,733
APRIL	$ 417,047	$ 342,754
MAY	$ 400,462	$ 398,498
JUNE	$ 374,385	$ 388,134
JULY	$ 395,378	$ 411,591
AUGUST	$ 382,123	$ -
SEPTEMBER	$ 400,320	$ -
OCTOBER	$ 403,647	$ -
NOVEMBER	$ 360,045	$ -
DECEMBER	$ 383,207	$ -
TOTAL RECEIPTS		**$ 2,883,789**

ANALYSIS OF COUNTY .30 SALES TAX RECEIPTS			
MONTH RECEIVED		2024	2025
JANUARY	CI	$ 140,015	$ 156,745
	CO	$ 129,717	$ 138,953
FEBRUARY	CI	$ 164,801	$ 180,867
	CO	$ 165,290	$ 159,011
MARCH	CI	$ 139,125	$ 143,957
	CO	$ 129,518	$ 126,561
APRIL	CI	$ 129,542	$ 136,058
	CO	$ 125,033	$ 123,791
MAY	CI	$ 163,281	$ 161,588
	CO	$ 152,007	$ 148,335
JUNE	CI	$ 141,953	$ 151,976
	CO	$ 135,748	$ 139,491
JULY	CI	$ 145,261	$ 162,278
	CO	$ 140,976	$ 148,872
AUGUST	CI	$ 155,211	$ -
	CO	$ 151,606	$ -
SEPTEMBER	CI	$ 134,643	$ -
	CO	$ 130,548	$ -
OCTOBER	CI	$ 150,823	$ -
	CO	$ 147,413	$ -
NOVEMBER	CI	$ 143,734	$ -
	CO	$ 139,666	$ -
DECEMBER	CI	$ 139,540	$ -
	CO	$ 135,911	$ -
TOTAL RECEIPTS		**$ 3,431,364**	**$ 2,078,485**

ANALYSIS OF CITY .15 SALES TAX RECEIPTS		
MONTH RECEIVED	2024	2025
JANUARY	$ 115,104	$ 127,470
FEBRUARY	$ 140,947	$ 145,197
MARCH	$ 106,347	$ 113,693
APRIL	$ 111,999	$ 107,326
MAY	$ 128,672	$ 124,315
JUNE	$ 117,026	$ 118,491
JULY	$ 124,845	$ 126,174
AUGUST	$ 114,511	$ -
SEPTEMBER	$ 123,691	$ -
OCTOBER	$ 123,816	$ -
NOVEMBER	$ 107,642	$ -
DECEMBER	$ 118,156	$ -
TOTAL RECEIPTS	**$ 1,391,310**	**$ 862,667**

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn Hurtado, City Clerk
DATE: August 5, 2025
RE: Cox Communication Updates

ISSUE:
The City has received correspondence from Cox Communications regarding channel line-up changes.

BACKGROUND:
None.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
07-15-25 Cox Comm update
07-30-25 - Cox Comm update

Outlook

Cox Communications LFA Notification

From Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>
Date Tue 7/15/2025 9:50 AM

Dear Local Franchising Authority,

Warner Brothers Discovery has informed us they're sunsetting several channels. As a result, these channels will no longer be available on our lineup:

Station/Network	Channel(s)
HBO Family+	404
MovieMax	411
OuterMax	414
ThrillerMax	410

We are notifying customers of this change.

We will keep you updated with any new information. Please feel free to contact me (785) 215-6727 or Megan.Bottenberg@cox.com.

Sincerely,

Megan Bottenberg
Director, Government Affairs
Cox Communications Central Region

Outlook

Cox Communications LFA Notification

From Allen, Lisa (CCI-Central Region) <Lisa.Allen@cox.com>
Date Wed 7/30/2025 10:53 AM

Dear Local Franchising Authority,

As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our channel lineup. We're in discussions to renew agreements with the following programmers and broadcasters:

Station/Network	Channel(s)
FX	31
ESPN	32
ESPN2	33
Disney Channel	45
Freeform	47
National Geographic	75
FXX	87
FX Movie Channel	204
Nat Geo WILD	211
Disney Junior	218
Disney XD	225 / 307
ESPNU	244
ESPNews	245
SEC Network	276
ESPN Deportes	314
Nat Geo Mundo	333
Baby TV	337
Colors	576

If we are unable to reach a new agreement by the expiration dates, these networks can prevent us from including their stations in our lineup.

We know this may be frustrating to our customers, but we're hoping they'll agree that this negotiation is worth the effort to ensure we are delivering quality TV shows and channels at a reasonable price. We continue to actively negotiate with these networks and are working toward renewing our agreements without any disruption of service to our customers.

We will keep you updated with any new information. Please feel free to contact me (785) 215-6727 or Megan.Bottenberg@cox.com.

Sincerely,

Megan Bottenberg

Megan Bottenberg
Director, Government Affairs
Cox Communications Central Region

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Celyn N. Hurtado, City Clerk
DATE: August 5, 2025
RE: Meetings of Note

ISSUE:

- August 5, 2025 – National Night Out
- August 20, 2025 - Garden City Area Chamber of Commerce Breakfast at the Clarion Inn at 7:10 a.m.
- August 27, 2025 - Finney County Economic Development Corporation Board Meeting at the City Administrative Center in the Commission Chambers at 7:30 a.m.
- August 27, 2025 – Special Olympics Kansas Blue vs Red Lemonade Stand and Law Enforcement Torch Run at Golden Plains Credit Union at 6:00 p.m.
- September 13, 2025 - Community Mexican Fiesta Celebration from Stevens Park at 10:00 a.m. - 10:00 p.m.
- September 20, 2025 - Downtown Vision Fall Fest on Main Street from 9:00 a.m. - 4:00 p.m.
- October 1-3, 2025 - Kansas Association of Airports Conference at the Clarion Inn
- October 9-11, 2025 - League of Kansas Municipalities Annual Conference in Overland Park, Kansas
- October 11, 2025 - Garden City Area Chamber of Commerce Annual Wine Tasting Event at the Clarion Inn at 7:00 p.m.

BACKGROUND:

ALTERNATIVES:

RECOMMENDATION:

FISCAL NOTE:

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: August 5, 2025
RE: Resolution of Intent - STAR Bonds Phase II

ISSUE:
The Governing Body is asked to consider and approve a resolution authorizing the sale of special obligation revenue bonds for Sports of the World Phase II Project.

1. Resolution No. _____-2025, a resolution authorizing the sale of the City of Garden City, Kansas, sales tax special obligation revenue bonds (Sports of the World Phase II STAR Bond Project), Series 2025.

BACKGROUND:
On October 1, 2024, the City Commission approved Resolution No. 3130-2024 declaring official intent to issue STAR Bonds for Sports of the World Phase II. This action was taken so that the developers could, at their own risk, begin to spend reimbursable funds on Phase II.

On February 18, 2025, the City Commission held a public hearing and approved Ordinance No. 3007-2025 to expand the STAR Bond District. On June 3, 2025, the City Commission held a public hearing and approved Ordinance No. 3017-2025 approving the project plan amendment. On July 10, 2025, the Lt. Governor and Secretary of Commerce provided a determination letter determining the Phase II project is an eligible area, approving the Project Plan Amendment, and approving the issuance of up to $45,126,189 in STAR bond financing.

The STAR Bond Act authorizes the City to issue sales tax and revenue (STAR) special obligation Bonds. Special Obligation bonds are paid back with only the State and City sales tax revenues from the STAR Bond district dedicated to the STAR Bonds. The City does not back the bonds with the full faith and credit of the City. The proposed special obligation bond issuance is expected to be sold as a private placement and/or limited offering rather than a traditional offering to the public. These bonds will be offered to sophisticated buyers who understands the intricacies of a STAR Bond project and the security of the bonds.

The Governing Body authorized the City Manager to engage with Crews & Associates to serve as a placement agent or underwriter for the STAR Bond issuance. They have been tasked with advising the City as to the current bond market and help with the final determination of a private placement and/or limited offering in lieu of a traditional public offering. Crews & Associates advised the City on the Phase I bond issuance, served as placement agent for those bonds, and is familiar with the district's performance, the project, the developer, and the City.

The proposed resolution outlines the actions taken related to the proposed project and authorizes Crews & Associates, City Manager, Finance Director, and Bond Counsel to proceed with the necessary steps to complete the private placement and/or limited offering of the STAR Bonds. It also authorizes the Mayor to execute the purchase agreement for the STAR Bonds subject to the following parameters: (a) the aggregate principal amount of the Bonds will not exceed $52,500,000, (b) the true interest cost does not exceed 7%, and (c) receipt of approval of the Secretary of Commerce. An ordinance authorizing the STAR Bonds and all necessary documents to complete issuance of the STAR Bonds is expected to be on the September 2, 2025 City Commission agenda.

ALTERNATIVES:

1. The Governing Body may approve the resolution authorizing the sale of special obligation revenue bonds for Sports of the World Phase II Project.
2. The Governing Body may not approve resolution.

RECOMMENDATION:

Staff recommends the Governing Body approve the resolution authorizing the sale of special obligation revenue bonds for Sports of the World Phase II Project.

FISCAL NOTE:

This action initiates the issuance of Special Obligation bonds in an amount not to exceed $52,500,000 to finance a portion of the project. The issuance costs will be repaid by STAR Bond proceeds generated by purchases made within the STAR Bond district and includes the following:

- State of Kansas: 6.5%
- Garden City: 0.50% (unobligated portion of City sales tax)
- Finney County: 0.24% (City's portion of the Finney County sales tax)

ATTACHMENTS:

Lt. Governor Approval Letter
Resolution No. _____-2025 (STAR Bond Offering)

Docusign Envelope ID: 5C8B369B-EA4D-4183-BC7C-1CA9F6A1565F

Department of Commerce
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

Kansas
Department of Commerce

Phone: (785) 296-3481
Fax: (785) 296-5055
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

July 10, 2025

Matt Allen
City Manager
City of Garden City
301 N. 8th Street
Garden City, Kansas 67846

Re: STAR Bond Phase 2 - Project Plan

Dear Mr. Allen:

Thank you for the City of Garden City's (the "City") STAR Bond District Project Plan related to Phase 2 of the City's STAR Bond District (the "Phase 2 Project"), formally submitted on or about June 13, 2025. After having reviewed the project plan and pursuant to K.S.A. 12-17,160 *et seq*. (the "Act"), I take the following actions:

(1) find and determine that the Phase 2 Project includes a "major multi-sport athletic facility" and is an "eligible area" within the meaning of K.S.A. 12-17,162(f).

(2) approve the STAR Bond District Project Plan and designate the Phase 2 Project as a "STAR bond project" within the meaning of K.S.A. 12-17,162(aa); and

(3) approve the issuance of "up to" $45,126,189 (exclusive of approved financing costs) in STAR bond financing for the Phase 2 project.

In considering whether an area proposed for a project constitutes a "major multi-sport athletic complex" and therefore an eligible area within the meaning of the Act, I evaluated project criteria, including, the variety of destination sporting, and entertainment uses. I also considered the projected visitation, economic impact, city and developer investment commitment, uniqueness of the project, prospects for long-term profitability, significance as a travel destination, integration and collaboration with other resources or businesses, the quality of the experience to be provided and project accountability.

The Phase 2 Project is identified as an area within the City more fully described in the amended Ordinance No. 3007-2025, adopted by the governing body of the City. The development contemplated for the project area will be approximately 116 acres located north of the existing Garden City STAR bond District at the northeast corner of the intersection of U.S. Highway 83 and East Mary Street. The Phase 2 Project described in the project plan will include a multi-sport athletic complex, including 4 competition softball fields and 4 competition baseball fields, and other mixed and commercial development that will include retail, restaurant, hotel, and other commercial uses. The multi-sport athletic complex can host a variety of events including soccer, flag football and other youth sports.

The proposed financial structure includes "up to" $45,126,189 of net STAR Bond financing, which is 19% of the over $230 million in total project costs for the development. The City has satisfied the Commerce policy that STAR bond applicants pledge all available sales tax revenue generated within the STAR Bond Project District to repay STAR bonds used for the Phase 2 Project as well as 100% of its share of county sales tax. Further, the City and others are investing over $180 million in the Phase 2 Project, which represents a true public/private partnership benefiting the region and the state.

The feasibility study that was commissioned by Commerce reflects that the Phase 2 Project is a unique travel destination that will attract visitors from throughout the country. The multi-sport athletic complex is projected to bring over 400,000 visitors annually and of those visitors approximately 25% are originating from outside of Kansas. The multi-sport athletic complex is expected to draw over 36% of visitors who originate from a community more than 100 miles away. The feasibility study further demonstrates that the Phase 2 Project will generate significantly more sales tax revenue over the life of the bonds than is necessary to support the "up to" $42,895,000 net proceeds STAR bond issue. The total economic impact of the Phase 2 Project businesses and their employees on the area economy is substantial, including over 2,436 direct full-time jobs with over $121 million in annual payroll. At build out, the Phase 2 Project is forecast to generate annual retail sales over $16.9 million.

Based on all the above, it is my determination that the Phase 2 Project constitutes a major multi-sport athletic complex and is therefore an "eligible area" within the meaning of the Act. The Phase 2 Project is hereby designated a "STAR bond project" within the meaning of the Act and the STAR Bond Project Plan is approved. I further approve the issuance of "up to" $45,126,189 of STAR bonds (exclusive of approved financing costs) to finance the Phase 2 Project as submitted in the STAR bond project plan, provided that: 1) the City takes all lawfully required actions to implement the STAR Bond Project Plan; 2) STAR bonds shall be used to finance eligible project costs to implement the STAR Bond Project Plan; 3) the City implements an approved "Sources and Uses" allocation and budget and Commerce approves in writing a final line-item budget for the expenditure of any STAR bond proceeds; 4) all financing costs and certain project expenses to be financed with STAR bond proceeds related to any Cost Contingency items are set forth in the Project Plan and budget and shall be subject to prior approval by the Secretary of Commerce; 6) the Secretary of Commerce approves the terms and conditions of each issuance of STAR bonds; 7) the City commits to pledging all available City sales tax, City's share of county sales tax generated within the STAR bond district and all available transient guest tax revenue; 8) the transfer of any title to any land acquired with STAR bond proceeds shall be approved in advance by the Secretary of Commerce; and 9) the expenditure of STAR bond proceeds shall at all times be less than 50% of the total funds invested in the Project.

We look forward to working with you on this exciting project.

Sincerely,

David C. Toland

David C. Toland
Lt. Governor and Secretary

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING THE SALE OF THE CITY OF GARDEN CITY, KANSAS, SALES TAX SPECIAL OBLIGATION REVENUE BONDS (SPORTS OF THE WORLD PHASE II STAR BOND PROJECT), SERIES 2025.

WHEREAS, the City of Garden City, Kansas (the "City"), is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the "State') as a city of the first class; and

WHEREAS, pursuant to K.S.A. 12-17,160 *et seq*. (the "Act"), the City is authorized to create a STAR bond project district within an eligible area of the City for certain purposes set forth in the Act; and

WHEREAS, as authorized by the Act, the City's governing body ("City Commission") adopted Resolution No. 2609-2014 on November 4, 2014, finding that the City was considering the establishment of a STAR bond project district pursuant to the Act, setting forth the boundaries of the proposed STAR bond project district, providing a summary of the proposed STAR bond project district plan, and calling a public hearing on creation of the district and the district plan; and

WHEREAS, after conducting a public hearing the City Commission adopted Ordinance No. 2677-2014 on December 16, 2014, and established a STAR bond project district known as the Garden City STAR Bond Project District (the "District") to promote, stimulate and develop the general and economic welfare of the state of Kansas and the City as a major commercial entertainment and tourism area; and

WHEREAS, a STAR Bond Project Plan dated July 2017 was prepared by the City in consultation with the City's Planning Commission (the "Project Plan") pursuant to the Act and provides for the redevelopment of the STAR Bond District as described therein to include a multi-sport athletic facility known as Sports of the World (the "Project"), and

WHEREAS, on August 17, 2017, the Holcomb-Garden City–Finney County Area Planning Commission made a finding that the Project Plan is consistent with the intent of the City's comprehensive plan for the development of the City; and

WHEREAS, the City Commission adopted Resolution No. 2707-2017 on September 5, 2017 calling for a public hearing considering the approval of the Project Plan and after notice of the public hearing was given as required by the Act, the public hearing on the Project Plan was held and closed on October 17, 2017; and

WHEREAS, on October 17, 2017, the City Commission adopted Ordinance No. 2774-2017 adopting the Project Plan with revisions discussed at the public hearing; and

WHEREAS, on January 17, 2018, the Secretary of the Kansas Department of Commerce (the "Secretary") (a) determined the STAR Bond District is an "eligible area" under the Act, (b) approved the Project as a "STAR bond project" within the meaning of the Act and (c) approved the issuance of up to $25,400,000 (exclusive of approved financing costs) of STAR bonds to be issued to finance the Project; and

WHEREAS, the City issued its Sales Tax Special Obligation Revenue Bonds (Sports of the World STAR Bond Project) Series 2019 (the "Series 2019 Bonds") for the purpose of implementing the Project Plan; and

WHEREAS, the Series 2019 Bonds were paid in full on June 1, 2025, and are no longer outstanding; and

WHEREAS, on January 7, 2025, the City Commission adopted Resolution No. 3150-2025 indicating that the City Commission was considering expanding the STAR bond district to include certain real property comprised of approximately 116 acres located north of the Original District at the northeast corner of the intersection of US Highway 83 and East Mary Street (the "Phase II Property") pursuant to the Act and established a date for a public hearing on the proposed expansion of the STAR Bond District; and

WHEREAS, on February 12, 2025, the Secretary issued a letter to the City, designating the Phase II Property as an "eligible area" as defined in the Act; and

WHEREAS, on February 18, 2025, the City Commission passed Ordinance No. 3007-2025, which expanded the Original District to include the Phase II Property pursuant to the STAR Bond Act (as expanded, the "STAR Bond District" or the "District"); and

WHEREAS, on June 3, 2025, the Governing Body, after proper notice given pursuant to the Act, conducted a public hearing on a certain first amendment to the Project Plan (the "First Project Plan Amendment"), and by a vote of two-thirds of its members, approved Ordinance No. 3017-2025, which approved the First Project Plan Amendment; and

WHEREAS, the First Project Plan Amendment contemplates the development of the Phase II Property to include four (4) competition softball fields and (4) competition baseball fields, along with five additional development parcels for restaurant, retail, hotel, entertainment, and other commercial uses, and/or recreation, parks, and open space uses (the "Phase II Project"); and

WHEREAS, on July 10, 2025, the Secretary: (a) determined that the Phase II Project includes a "major multi-sport athletic complex" and is an "eligible area" under the Act, (b) approved the First Project Plan Amendment and designates the Phase II Project as a "STAR bond project" within the meaning of the Act), (c) approved the issuance of up to $45,126,189 (exclusive of approved financing costs) of STAR Bonds to be issued to finance the Phase II Project; and

WHEREAS, the City is authorized under the Act to issue special obligation bonds for the purpose of implementing the Project Plan; and

WHEREAS, the City Manager, as previously authorized by the City Commission, has selected the firm of Crews & Associates, Inc., as placement agent and/or underwriter ("Crews"), for one or more series of special obligation bonds to be issued to implement the Project Plan; and

WHEREAS, the City desires to authorize Crews, in consultation with City administrative staff and consultants, to proceed with the private placement and/or limited offering of such special obligation bonds; and

WHEREAS, the City desires to authorize the City's bond counsel ("Bond Counsel"), along with the Mayor, City Manager, City Finance Director, Crews and its legal counsel, to proceed with the preparation and distribution of necessary responses to due diligence questions, to execute commitment letters or similar documents with potential lenders, and to prepare related information necessary to complete the private placement of all or a portion of the Series 2025 Bonds (as defined below) and/or preparation of a preliminary limited offering memorandum or similar documents for a limited offering of all or a portion of the Series 2025 Bonds.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COMMISSION OF THE CITY OF GARDEN CITY, KANSAS, AS FOLLOWS:

Section 1. Crews, along with City Manager, the Finance Director and Bond Counsel, are authorized to proceed with the private placement sale and/or limited offering of the City's Sales Tax Special Obligation Revenue Bonds Series 2025 (Sports of the World Phase II STAR Bond Project) (the "Series 2025 Bonds"), to provide funds to implement the First Amended Project Plan and finance a portion of the costs of the Project and related reserves and costs of issuance, as more fully described in the Purchase Agreements as defined herein. The Series 2025 Bonds shall be sold in one or more series as a private placement and/or limited offering, subject to the successful negotiation of mutually agreeable documents, receipt of governmental approvals and the approving opinion of Bond Counsel. The timing of private placement and/or limited offering, the pricing, the determination of the structuring and repayment terms of the Series 2025 Bonds and the selection of other professionals necessary to complete the issuance of the Series 2025 Bonds, shall be determined by the City Manager, in consultation with the Finance Director, Bond Counsel, Crews and the Secretary. The confirmation of the sale of the Series 2025 Bonds shall be subject to the execution of a bond purchase agreement between a lender in a private placement transaction or Crews in case of a limited offering, and the City (the "Purchase Agreement") in a form approved by Bond Counsel, the adoption of an ordinance by the Governing Body authorizing the issuance of the Series 2025 Bonds, and the execution of various documents necessary to deliver the Series 2025 Bonds. The Mayor is authorized to execute the Purchase Agreement for the Series 2025 Bonds, subject to the following parameters: (a) the aggregate principal amount shall not exceed $52,500,000; (b) the true interest cost shall not exceed 7.00%; and (c) receipt of the Secretary's approval as required by the Act.

Section 2. Crews is authorized to proceed with private placement or limited offering of the Series 2025 Bonds to (a) Qualified Institutional Buyers as defined in Rule 144A promulgated under the Securities Act of 1933 (the "Securities Act"), or (b) "accredited investors" as defined in Regulation D promulgated under the Securities Act. The Series 2025 Bonds may be purchased pursuant to a limited offering memorandum or other disclosure document and the City may enter into a Continuing Disclosure Undertaking with respect to the Series 2025 Bonds.

Section 3. The Mayor, City Manager, Finance Director, City Clerk, and the other officers and representatives of the City, including Crews and Bond Counsel are authorized and directed to take such other action, including, but not limited to execution of commitment letters and purchase agreements as may be necessary to carry out the sale of the Series 2025 Bonds as described herein.

Section 4. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

[Remainder of Page Intentionally Left Blank]

ADOPTED AND APPROVED by vote of the governing body of the City of Garden City, Kansas on August 5, 2025.

CITY OF GARDEN CITY, KANSAS

[Seal]

By_____
Roy Cessna, Mayor

ATTEST:

By_____
Celyn N. Hurtado, City Clerk

EXCERPT OF MINUTES

The governing body of the City of Garden City, Kansas, met in regular session at the usual meeting place in the City on August 5, 2025, at 1:00 P.M., Central Time. Mayor Roy Cessna presided, and members of the governing body were present, as follows:

The following members of the governing body were absent:

A Resolution was presented to the governing body entitled:

A RESOLUTION AUTHORIZING THE SALE OF THE CITY OF GARDEN CITY, KANSAS, SALES TAX SPECIAL OBLIGATION REVENUE BONDS (SPORTS OF THE WORLD PHASE II STAR BOND PROJECT), SERIES 2025.

The Resolution was considered and discussed; and on motion of _____, seconded by _____, the Resolution was adopted by a majority vote of the members present. The Resolution was assigned No. ____-2025.

****

CITY CLERK'S
CERTIFICATION OF EXCERPT OF MINUTES

I certify that the foregoing is a true and correct Excerpt of Minutes of the August 5, 2025 meeting of the governing body of the City of Garden city, Kansas.

[Seal]

Celyn N. Hurtado, City Clerk

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: August 5, 2025
RE: RHID Resolution Establishing a Date and Time for a Public Hearing for Sandsage Square Phase 1.

ISSUE:
The Governing Body is asked to consider and approve a resolution establishing a date and time for a public hearing regarding the Reinvestment Housing Incentive District for Sandsage Square Phase 1.

1. Resolution No._____ - 2025, a Resolution of the Governing Body of the City of Garden City, Kansas determining that the City is considering the designation of Sandsage Square Phase 1 as a Reinvestment Housing Incentive District and is considering the adoption of a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter and providing for the giving of notice of such public hearing.

BACKGROUND:
As required by the RHID Statute, this resolution establishes a date and time for a public hearing at which a development plan and an ordinance establishing the Sandsage Square RHID will be considered.

The date and time proposed in the resolution are September 16, 2025, at 1:30 p.m. A preliminary copy of the Development Plan to be considered at that time is included as part of the agenda packet. This area has been approved by the State of Kansas to be included in the RHID program. This resolution is the second step the Commission needs to establish the RHID district for Sandsage Square.

The Sandsage Square development is located at 1801 Palace Drive. Phase 1 of this development will include four multi-family residential buildings, each containing 12 dwelling units for a total of 48 dwelling altogether.

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

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

FISCAL NOTE:

There is no fiscal impact.

ATTACHMENTS:

Resolution
Exhibit 1 - Legal Description
Exhibit 2 - Map of the District

(Published once in the Garden City Telegram on the _____ day of _____, 20___, as evidenced by the Certification of Delivery and Publication attached as the last page hereto)

RESOLUTION NO._____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDEN CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING THE DESIGNATION OF SANDSAGE SQUARE PHASE 1 AS A REINVESTMENT HOUSING INCENTIVE DISTRICT AND IS CONSIDERING THE ADOPTION OF A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, the City of Garden City, Kansas ("City"), by and through its governing body ("Governing Body"), has made the following findings and has taken the following actions, pursuant to the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 et seq. ("Act"); and

WHEREAS, a housing needs analysis was conducted on behalf of the City in 2008 and most recently updated in 2021, which determined that housing needs exist within the corporate limits of the City and concluded that 1,395 housing units will be needed to address the housing needs in the City for the 5-year period from 2025 to 2030; and

WHEREAS, on May 7, 2024, the Governing Body passed and approved Resolution No. 3108-2024A identifying a proposed area of real property generally located to the North of Palace Drive in Garden City, Finney County, Kansas and more particularly described herein ("Proposed District") for the establishment of Reinvestment Housing Incentive Districts ("Resolution of Required Findings"); and

WHEREAS, the Resolution of Required Findings included a legal description of the Proposed District, a map depicting the existing parcels of real estate within the Proposed District, and the following findings and determinations:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers;

2. The shortage of quality housing can be expected to persist and additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City;

3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City;

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

WHEREAS, the Resolution of Required findings was published on May 11, 2024; and

WHEREAS, on May 28, 2024, a certified copy of the Resolution of Required Findings was sent to the Secretary of Commerce of the State of Kansas ("Secretary") for review and advisement pursuant to subsection (c) of K.S.A. 12-5244; and

WHEREAS, on June 3, 2024, the Secretary provided written confirmation to the Governing Body concurring with each of the findings set forth in the Resolution of Required Findings, thereby authorizing the Governing Body to proceed with the establishment of Reinvestment Housing Incentive Districts within the area described in the resolution; and

WHEREAS, the City has caused there to be prepared a plan for the development of housing and public facilities in the Proposed District to go by the name of **Sandsage Square Phase 1** "Development Plan"); and

WHEREAS, in order to proceed with the establishment of the phase as a reinvestment housing incentive district, the Governing Body must pass a resolution pursuant to subsection (b) of K.S.A. 12-5245 that provides notice of a public hearing at which the Governing Body will consider the designation of the phase as a reinvestment housing incentive district and will consider the adoption of the Development Plan.

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

SECTION 1. Please take notice that a public hearing will be held on **September 16, 2025** at **1:30 p.m.** in the City Commission Chambers of the City Administrative Center located at 301 North 8th Street in Garden City, Kansas, wherein the Governing Body will consider the designation of **Sandsage Square Phase 1** as a reinvestment housing incentive district within the City of Garden City, Kansas ("Proposed District") and consider the adoption of a plan for the development of housing and public facilities in the Proposed District ("Development Plan").

SECTION 2. Information regarding the Proposed District is as follows:

1. **LEGAL DESCRIPTION & MAP.** The legal description of the Proposed District and a map depicting the existing parcels of real estate in the Proposed District is attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and are hereby incorporated by reference as if fully set forth herein.

2. **VALUATION.** The existing assessed valuation of the real estate in the Proposed District is estimated to be $556,910 as of 2025, which includes a land value only due to the improvement value being $0.00.

3. **OWNERS.** The names and addresses of the owners of record of all real estate parcels within the Proposed District are:

   a. Owner.....Hawkeye Development LLC
   A KANSAS LIMITED LIABILITY COMPANY
   1620 East Kansas Avenue
   Garden City, Kansas 67846

   b. Developer.....Garden City Partners I, LLC
   A KANSAS LIMITED LIABILITY COMPANY
   1100 Southwest Wanamaker Road
   Topeka, Kansas 66604

4. **FACILITIES.** The housing and public facilities project that is proposed to be constructed in the Proposed District and the location thereof are as follows:

   a. **HOUSING FACILITIES.** The housing facilities proposed to be constructed within the Proposed District will consist of the following:

      i. Four (4) multi-family residential buildings, each containing twelve (12) dwelling units, for a total of forty-eight (48) dwelling units altogether.

b. **PUBLIC FACILITIES.** The public improvements proposed to be constructed or improved within the District include, but are not limited to, all electric, natural gas, streets, potable water system, sanitary sewer system, storm sewer, storm water detention, street lighting, sidewalks, and any other public improvements required by the Subdivision Regulations of the City or required by the development agreement to be entered into between the City and the developer.

SECTION 3. The City has caused there to be prepared a development agreement between the City and the developer that includes, amongst other provisions, the financial obligations of the developer in relation to the public improvements within the Proposed District, including, but not limited to, the limitations on reimbursement of eligible expenses and the requirement for the developer to provide the City with certain surety and guarantees that the public improvements will be completed and, separately, will be done in a satisfactory manner to the City. The development agreement includes the contractual assurances, if any, the Governing Body has received from the developer, guaranteeing the financial feasibility of specific housing tax incentive projects in the Proposed District. The City conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the Proposed District, pursuant to subsection (a)(7) of K.S.A. 12-5245, to determine whether the public benefits derived from the Proposed District will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the Proposed District. Said feasibility study estimates the property tax revenues that will be generated from the Proposed District, less existing property taxes, to determine the revenue stream available to support reimbursement to the developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the Proposed District would be adequate to pay the eligible costs.

SECTION 4. A copy of the Development Plan is available for inspection at the office of the City Clerk at normal business hours.

SECTION 5. Members of the public are hereby invited to review the Development Plan and to attend the public hearing on the date announced herein.

SECTION 6. This Resolution shall be published once in the Garden City Telegram, the official newspaper of the City, with such publication being not less than one (1) week nor more than two (2) weeks preceding September 16, 2025, which is the date fixed for the public hearing. This Resolution shall take effect upon its adoption by the Governing Body.

SECTION 7. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney and Assistant City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

PASSED AND APPROVED by the Governing Body of the City of Garden City, Kansas, on this 5th day of August, 2025.

CITY OF GARDEN CITY, KANSAS

By_____
ROY CESSNA, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

CERTIFICATE OF DELIVERY AND PUBLICATION

The undersigned City Clerk or Deputy City Clerk of the City of Garden City, Kansas ("City") hereby certifies under penalty of perjury under the laws of the State of Kansas that the following is true and correct:

(a) On the _____ day of _____, 20_____, I caused a certified copy of Resolution No. _____, including Exhibits 1 and 2, to be delivered to the following:

(1) Holcomb-Garden City-Finney County Area Planning Commission, with attention to Trent Maxwell, Secretary;

(2) The Board of Education of Unified School District No. 457, with attention to Jennifer Ramos, Clerk of the Board;

(3) Board of County Commissioners of Finney County, Kansas, with attention to Dori J. Munyan, County Clerk;

(4) Board of Trustees of Garden City Community College, with attention to Dr. Ryan Ruda, Secretary to the Board; and

(5) West Plains Extension District, with attention to Carol Ann Crouch, District Director.

(b) I caused a copy of Resolution No. _____ to be published once in the Garden City Telegram, the official newspaper of the City on the _____ day of _____, 20_____, said date was not less than one week nor more than two weeks preceding the date fixed for the public hearing. A true copy of the Affidavit of Publication of Resolution No. _____, is attached to this Certificate.

The City providing notice to any of the above taxing subdivisions shall in no way be construed as the City's agreement or consent to the taxing subdivisions being included within the scope of subsection (d) of K.S.A. 12-5245 or subsection (c) of K.S.A. 12-5246, and amendments thereto.

Executed on this _____ day of _____, 20_____,

_____
CELYN N. HURTADO, City Clerk
KORI A. LONGORIA, Deputy City Clerk

EXHIBIT 1

LEGAL DESCRIPTION

Beginning at the southeast corner of Lot 17, Block 1 of Miriah Heights Two, Garden City, Finney County, Kansas; Thence on the east line of said Miriah Heights Two, N00°20'00"E, a distance of 376.15 feet to the northeast corner of said Miriah Heights Two; Thence N89°41'32"W on the north line of said Miriah Heights Two, a distance of 377.58 feet; Thence S00°24'49"E 329.38 feet to the south line of said Miriah Heights; Thence on said south line, S89°41'28"E 194.72 feet; Thence continuing on said line, S62°01'41"E 99.97 feet; Thence continuing on said south line, S89°27'14"E 90.00 feet to the point of beginning, containing 2.98 acres, more or less.

EXHIBIT 2

MAP OF THE DISTRICT



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GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Mike Muirhead, Director of Public Works and Utilities
DATE: August 5, 2025
RE: Western Area Power Administration Integrated Resource Plan

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ISSUE:

The Governing Body is asked to consider and approve the updated Western Area Power Administration Integrated Resource Plan.

BACKGROUND:

The City of Garden City has a contract with the Western Area Power Administration (WAPA) for 2.298 MW of power until 2050. Every five years WAPA requires all of its customers to complete, or revise the community's Integrated Resource Plan (IRP). WAPA customers must comply with the requirements of the Energy Planning and Management Program to meet the objectives of Section 114 of the Energy Policy Act of 1992 (EPAct). A WAPA customer is any entity that purchases firm capacity with or without energy, from WAPA under a long-term firm power contract. Integrated resource planning allows customers to meet the objectives of Section 114 of EPAct.

Integrated resource planning is a planning process for new energy resources that evaluates the full range of alternatives, including new generating capacity, power purchases, energy conservation and efficiency, renewable energy resources, district heating and cooling applications, and co-generation, to provide reliable service to electric consumers. An IRP supports utility-developed goals and schedules. An IRP must treat demand and supply resources on a consistent and integrated basis. The plan must take into account necessary features for system operation, such as diversity, reliability, dispatch-ability, and other risk factors. The plan must take into account the ability to verify energy savings achieved through energy efficiency and the projected durability of such savings measured over time. *(See 10 CFR § 905.11 (a)).*

ALTERNATIVES:

1. The Governing Body may authorize the Mayor to sign the 2025 Integrated Resource Plan for the Western Area Power Administration.
2. The Governing Body may not authorize the Mayor to sign the 2025 Integrated Resource Plan for the Western Area Power Administration.

RECOMMENDATION:

Staff recommends that the Governing Body authorize the Mayor to sign the 2025 Integrated Resource Plan for the Western Area Power Administration.

FISCAL NOTE:
There is no Fiscal impact.

ATTACHMENTS:
Garden City 5 YR IRP 2025

INTEGRATED RESOURCE PLAN (IRP)

Western Area Power Administration's (WAPA) customers must comply with the requirements of the Energy Planning and Management Program (EPAMP (10 CFR Part 905)) to meet the objectives of Section 114 of the Energy Policy Act of 1992 (EPAct). A WAPA customer is any entity that purchases firm capacity with or without energy, from WAPA under a long-term firm power contract. Integrated resource planning allows customers to meet the objectives of Section 114 of EPAct.

Integrated resource planning is a planning process for new energy resources that evaluates the full range of alternatives, including new generating capacity, power purchases, energy conservation and efficiency, renewable energy resources, district heating and cooling applications, and cogeneration, to provide reliable service to electric consumers. An IRP supports utility-developed goals and schedules. An IRP must treat demand and supply resources on a consistent and integrated basis. The plan must take into account necessary features for system operation, such as diversity, reliability, dispatchability, and other risk factors. The plan must take into account the ability to verify energy savings achieved through energy efficiency and the projected durability of such savings measured over time. *(See 10 CFR § 905.11 (a)).*

Who May Use This Form:

Utilities that primarily provide retail electric service that have limited staff, limited resource options, and obtain a significant portion of its energy needs through purchase power contracts are eligible to use this form. Utilities using this form may generate a limited amount of energy if the generating resources are primarily used as back up resources, to support maintenance and outages, or during periods of peak demand.

Completing This Form:

To meet the Integrated Resource Planning reporting requirement, complete this form in electronic format in its entirety. Unaddressed items will be deemed incomplete and the IRP may not be eligible for approval. All of the data fields in this form automatically expand. Additional information may be attached to and submitted with this report. WAPA reserves the right to require supporting back-up materials or data used to develop this report. If there is any conflict between this form and the requirements defined in EPAMP, the requirements in EPAMP shall prevail.

EPAMP Overview

The Energy Planning and Management Program (EPAMP) is defined in the Code of Federal Regulations in Title 10, Part 905 (10 CFR 905). The purposes of EPAMP are to meet the objectives of the Energy Policy Act of 1992 (EPAct) while supporting integrated resource planning; demand-side management, including energy efficiency, conservation, and load management; and the use of renewable energy.

EPAMP was initially published in the Federal Register at 60 FR 54714 on October 20, 1995, and revised in 65 FR 16795 on March 30, 2000, and 73 FR 35062 on June 20, 2008. 10 CFR § 905.11 defines what must be included in an IRP.

WAPA's Energy Services Web site (https://www.wapa.gov/EnergyServices/Pages/energy-services.aspx) provides extensive information on integrated resource planning and reporting requirements. If you have questions or require assistance in preparing your IPR, contact your WAPA regional Energy Services representative.

IRP Content

Cover Page.....Customer Name & Contact Information
Section 1.....Utility/Customer Overview
Section 2.....Future Energy Services Projections (Load Forecast)
Section 3.....Existing Supply-Side Resources
Section 4.....Existing Demand-Side Resources
Section 5.....Future Resource Requirements and Resource Options
Section 6.....Environmental Effects
Section 7.....Public Participation
Section 8.....Action Plan and Measurement Strategies
Section 9.....Signatures and Approval

INTEGRATED RESOURCE PLAN (IRP)
5-Year Plan

Customer Name:

IRP History: Check one as applicable.	
	This is the submitter's first IRP submittal.
X	**This submittal is an update/revision to a previously submitted IRP.**

Reporting Dates:	
IRP Due Date:	
Annual Progress Report Due Date:	

Customer Contact Information: Provide contact information for your organization. The contact person should be able to answer questions concerning the IRP.	
Customer Name:	Garden City, Kansas
Address:	301 N 8th Street
City, State, Zip:	Garden City, KS. 67846
Contact Person:	Mike Muirhead
Title:	Director of Utilities
Phone Number:	620-276-1168
E-Mail Address:	Mike.muirhead@gardencityks.us
Website:	www. Garden-city.org

Type of Customer: Check one as applicable.	
■	**Municipal Utility**
	Electric Cooperative
	Federal Entity
	State Entity
	Tribal
	Irrigation District
	Water District
	Other (Specify)**:**

SECTION 1 UTILITY/CUSTOMER OVERVIEW

Customer Profile:
Enter the following data for the most recently completed annual reporting period. Data may be available on form EIA-861, which your submit to the U.S. Energy Information Administration (EIA).

Reporting Period	
Reporting Period Start Date (mm/dd/yyyy)	01/1/24
Reporting Period End Date (mm/dd/yyyy)	12/31/24
Energy Sales & Usage	
Energy sales to Ultimate End Customers (MWh)	
Energy sales for Resale (MWh)	
Energy Furnished Without Charge (MWh)	
Energy Consumed by Respondent Without Charge (MWh)	
Total Energy Losses (MWh entered as positive number)	
Total Energy Usage (sum of previous 5 lines in MWh)	
Peak Demand (Reporting Period)	
Highest Hourly Summer (Jun. – Sept.) Peak Demand (MW)	77.139
Highest Hourly Winter (Dec. – Mar.) Peak Demand (MW)	46.192
Date of Highest Hourly Peak Demand (mm/dd/yyyy)	7/31/2024
Hour of Highest Hourly Peak Demand (hh AM/PM)	4 PM
Peak Demand (Historical)	
All-Time Highest Hourly System Peak Demand (MW)	77.139
Date of All-Time Hourly System Peak Demand (mm/dd/yyyy)	7/31/2024
Hour of All-Time Hourly Peak System Demand (hh AM/PM)	4 PM
Number of Customers/Meters (Year End of Reporting Period)	
Number of Residential Customers	10,449
Number of Commercial Customers	1,064
Number of Industrial Customers	461
Other (Specify):	
Other (Specify):	
Other (Specify):	
Other (Specify):	
Other (Specify):	

Customer Service Overview:

Describe your customer service territory and the services provided. Include geographic area, customer mix, key customer and significant loads, peak demand drivers, competitive situation, and other significant or unique aspects of the customer and/or service territory. Provide a brief summary of the key trends & challenges impacting future resource needs including population changes, customer growth/losses, and industrial developments.

Service territory is everything within the corporate city limits of the City of Garden City, Kansas. In addition to the electrical services, Garden City also provides water and wastewater services. The City's biggest electrical competitor is the local REA, which serves the area outside the immediate bounds of the City. The Garden City community is growing with new retail and residential developments that will require additional energy/capacity resources to meet the demands of the growing community.
Garden City is a city in and the county seat of Finney County, Kansas, United States. Based on community statistics, the City's population was 31,275 in 2018. The City is home to Garden City Community College and the Lee Richardson Zoo, the largest zoological park in western Kansas.

Significant loads for the City include the Bio Bonanza Ethanol Plant and Dairy Farmers of America milk processing plant. There is also another industrial projects that is finishing construction which is empirical Foods processing plant.

In January 2014, the City entered into an agreement with the Kansas Municipal Electric Agency (KMEA) to assist in managing the City's power supply portfolio. Garden City, through KMEA, continues to refine its power supply needs, including renewable energy options.

The City acquired a significant amount of the Wheatland Electric Cooperative (Wheatland) facilities that surround Garde3n City, including four substations that gave the City access to the bulk transmission system through the Sunflower Electric Power Corporation's transmission facilities. With this acquisition to the the transmission system, the City is becoming more independent and will have the ability to improve its integrated resource planning.

Garden City is located in an area with abundant wind and conventional resources. As a result, market prices have been low in recent years. This has made the implementation of demand-side measures difficult to justify for many traditional measures.

Electricity Utility Staff & Resources:

Summarize the number of full-time equivalent employees by primary functions such as power production, distribution, and administration. Describe any resource planning limitations, including economic, managerial, and/or resource capabilities.

2 – Public Utilities Director – Administrative
2 – Administrative Assistant – Administrative
1 – Superintendent – Administrative & Operations
1 – Engineering/SCADA Manager – Operations
2 – Foreman – Operations
2 – Generation Specialist – Operations
7 – Journeyman Lineman – Operations
6 – Apprentice Lineman – Operations
3 – Warehouse – Operations
2 – Metering – Operations
2 – GIS – Operations

It is difficult for the City to compete with the salaries being paid by REAs and IOUs in hiring and retaining employees. Garden City's staff are primarily focused on operations and maintenance activities as opposed to resource planning. City relies on outside consultants and a joint action agency (KMEA) for assistance in resource planning and management on an as-needed basis. All resources, including ownership-like resources, are managed by KMEA for the benefit of Garden City.

Historical Energy Use:

Enter the peak system demand and total annual energy use for the preceding ten (10) reporting years. For total energy, include retail sales, energy consumed or provided without charge, and system losses.

Reporting Year	Peak Demand (MW)	Total Energy (MWh)
2014		
2015		
2016		
2017	70.150	289781.654
2018	73.171	307081.398
2019	73.585	303790.509
2020	69	294059.133
2021	74.796	303365.919
2022	75.095	313592.985
2023	75.128	307284.920
2024	77.139	314406.000

SECTION 2 | FUTURE ENERGY SERVICES PROJECTIONS

Load Forecast:

Provide a load forecast summary for the next ten (10) years; **and** provide a narrative statement describing how the load forecast was developed. Discuss any expected future growth. If applicable, you may attach a load forecast study and briefly summarize the results in this section. *(See 10 CFR § 905.11 (b) (5)).*

Load Forecast:

Reporting Year	Peak Demand (MW)	Total Energy (MWh)
2024	77.1	310248.1
2025	77.54	316368.08
2026	78.53	320403.68
2027	79.53	324490.76
2028	80.54	328629.98
2029	81.57	332822.00
2030	82.61	337067.49
2031	83.58	341015.70
2032	84.56	345010.15
2033	85.55	349051.40

Narrative Statement:

Projected capacity and energy requirements have been assembled by KMEA, City staff and outside consulting firms in consideration of future developments that will most likely come to fruition within the City as well as underlying load growth through new residential development. Lod forecast projects growth of 1.5% based on estimates of future economic activity. Garden City is a regional commercial center for southwest Kansas, putting it in position to attract larger retail customers. Load growth over last five years has also included a large industrial customer.

SECTION 3 | EXISTING SUPPLY-SIDE RESOURCES

Existing Supply-Side Resource Summary:

Provide a general summary of your existing supply-side resources including conventional resources, renewable generation, and purchase power contracts (including Western Area Power Administration contracts). Describe the general operation of these resources and any issues, challenges, or expected changes to these resources in the next five (5) years. *(See 10 CFR § 905.11 (b) (1)).*

Since 2014, the City has worked with KMEA to develop a portfolio of resources that includes various fuel types, including renewable resources. These resources include power and capacity purchase agreements along with generation resources.

Purchase resource options are somewhat limited by transmission constraints in the SPP and particularly as it relates to Garden City being in the part of Kansas that is rich in wind generation. The City currently purchasing capacity from varied sources, including other KMEA members.

The majority of the energy for the City comes from purchases from WAPA, Buckeye Wind, Dogwood Energy Center, PPAs and the SPP Integrated Marketplace. A smaller amount of energy is produced by the Jameson Energy Center (JEC).

JEC is a local peaking resource that is installed on the City's distribution system that the City operates and maintains and has complete ownership-like interest in. Being on the City system, the JEC can be use if market prices increase or if transmission constraints limit the ability of energy resources to be delivered to the City.

The City also has an ownership-like interest in Dogwood in Pleasant Hill, Missouri. This resource is primarily dispatched by SPP on an economic or reliability basis.

Working with KMEA, the City will be considering other resources over the next several years, including solar energy, as the technology further develops and becomes more economical.

The City anticipates future load growth and is planning accordingly. The City relies on KMEA and outside consulting firms to assist in resource planning for both capacity and energy to serve our customers.

The City is working closely with KMEA and is currently purchasing capacity from other KMEA member cities that have surplus generation. Future planning includes the purchase of additional wind and solar energy as well as SPP market purchases to meet the City's future needs.

Existing Generation Resources:

List your current supply-side resources, including conventional resources and renewable generation. If you do not own any generating resources, insert N/A in the first row. Insert additional rows as needed.

Resource Description (Identify resources as base load, intermediate, or peaking)	**Fuel Source**	**Rated Capacity (MW)**	**In-Service Date** (Year)	**Estimated Expiration/ Retirement Date** (Year)
Jameson #1		9.07		2044
Jameson #2		9.06		2044
Jameson #3		8.96		2044
Dogwood Energy (partial owner)		32		2042

Existing Purchase Power Resources:

List your current purchase power resources. Define whether the contract provides firm service, non-firm service, all requirements or another type of service. Include Western Area Power Administration resources. If applicable, include a summary of resources that are under a net metering program. Insert additional rows as needed.

Resource Description	**Fuel Source** (If applicable)	**Contracted Demand (MW)**	**Type of Service** (Firm, Non-firm, Requirements, Other)	**Expiration Date** (Year)
WAPA	HYDRO	2.298	Firm	2050
Dogwood	Natural Gas	32.833	Firm	2042
Buckeye Wind	WIND	15	Non-Firm	2033
GRDA	Mix	9 MW	Firm	2051
NextEra Solar Ninnescah Flats	Solar	20 MW	Firm	2057

SECTION 4 | EXISTING DEMAND-SIDE RESOURCES

Demand-side programs alter a customer's use pattern and include energy conservation, energy efficiency, load control/management, education, and distribution system upgrades that result in an improved combination of energy services to the customer and the ultimate consumer.

Existing Demand-Side Resources:
List your current demand-side programs, including energy conservation, energy efficiency, load control/management, education, or maintenance plans, or system upgrades. Programs may impact the utility distribution system, municipally owned facilities, and/or end-user energy consumption. Refer to Section 9 of this form for a list of example programs. Insert additional rows as needed.
(See 10 CFR § 905.11 (b) (1)).

Program Description	Estimated Program Savings (MW and/or MWh if known) (Include annual impact and impact over the life of the program if known.)
LED street lighting retrofit on 2000 street lights. Upgrade to more efficient units.	Unknown at this time
Distribution voltage conversions from 4.16 kV to 12.5kV.	Unknown at this time

SECTION 5	FUTURE RESOURCE REQUIREMENTS AND RESOUCE OPTIONS

Balance of Loads and Resources (Future Resource Requirements):

Provide a narrative statement that summarizes the new resources required to provide retail consumers with adequate and reliable electric service during the 5-year resource planning period. Identify any federal or state regulations that may impact your future resource requirements. If you are not experiencing or anticipating load growth and a need for new resources, describe your current procedure to periodically evaluate the possible future need for new resources.

- **Coal –** When looking at coal generation prices, they are out of market range and cannot compete with natural gas and renewables. In addition, future environmental risks are difficult to quantify. Based on these considerations, Garden City will unlikely pursue ownership or participation purchases of coal-fired generation.
- **Wind** – Wind energy prices are competitive in the SPP and Garden City has added wind energy. In looking at adding future wind energy resources, the LMP in southwest Kansas has played a role in the City deciding not to add additional wind energy in the near term. Prices have decreased to the point where there are multiple hours with a negative LMP throughout the year. Garden City has chosen to leave a portion of its energy requirements uncommitted and rely on market purchases, using the JEC as a hedge.
- **Solar** – Garden City has considered participation purchases from solar resources over the last five years. While economics have improved for solar sources, the same issues presented by wind occur with solar: low LMPs in southwest Kansas make it difficult to justify purchasing higher-cost solar energy.
- **Natural Gas** – The City's most recent purchase commitment was the Dogwood combined cycle unit. This resource has relatively low-operating costs, had capital costs that were below that of a new combined cycle unit, and provided joint ownership so the City could take advantage of the economics of scale associated with a larger unit. Between Dogwood and the JEC, the City receives the majority of its capacity from natural-gas fired generation and has the capability to receive most of its energy from these resources. The SPP Integrated Marketplace dispatches Dogwood based on economics and generation needs as an intermediate capacity factor resource and the JEC is dispatched as a peaking resource.
  At this time, additional natural gas capacity is unlikely based on the market price of short-term capacity in the SPP market.
- **Short-Term Capacity** – While the majority of Garden City's capacity needs have been committed, there have been occasional need to supplement long-term capacity with short-term capacity purchases. SPP market prices are currently below the cost of developing new generation resources. Garden City has entered into short-term capacity-only arrangements as necessary to meet SPP Resource Adequacy requirements.

Resources are chosen on price, availability and available transmission service and costs. Transmission in the area is congested and often not available. If transmission is available, it is not without paying for numerous improvements that will take years to complete. Pricing from the SPP Integrated Marketplace is also a consideration when determining resource options.

The JEC was constructed with "dry low emission" combustors and the manufacturer, Siemens, provided emission guarantees for nitrous oxides and carbon monoxide.

In the Spring of 2018, the City acquired an ownership-like interest in Dogwood. This facility is a combined cycle natural gas-fired with high efficiency and low emissions.

Also, in the spring of 2018, the City entered into a purchase power agreement for energy from the Buckeye Wind Energy facility near Hays Kansas. This agreement is for 15 MW and runs through the spring of 2033.

The City is currently considering the inclusion of solar energy in our portfolio. The City's geographic location and the development of solar technology continues to bring down the cost of solar energy.

Other purchased resources come from a diverse fuel supply mix, including the SPP Integrated Marketplace. Future resource plans will consider increased purchases of renewable resources.

The City's elected officials (City Commission) holds open to the public meetings every two weeks to do the business of the City. The meetings and the topics of the meetings are published and included on social media venues. This includes taking comments regarding power supply options, customer service surveys. In May of each year, the electric power supply budget and resources are discussed at length and open to public comment.

Over the last five years, every major resource decision was made through action of the City Commission after a public process. Typically, the resource decision are presented to the city commission by staff or outside consultants and public comment is solicited. Discussions are held at multiple meetings before final action is taken. Among the resource decisions addressed in this fashion were the following:

1. Buckeye Wind Resource
2. Dogwood Energy Center participation agreement
3. Short-term capacity purchase agreements

Identification of Resource Options

Identification and comparison of resource options is an assessment and comparison of existing and future supply-side and demand-side resources available to a customer based upon size, type, resource needs, geographic area, and competitive situation. Resource options evaluated must be identified. The options evaluated should related to the resource situation unique to each WAPA customer as determined by profile data such as service area, geographical characteristics, customer mix, historical loads, projected growth, existing system data, rates, financial information, and load forecast. *(See 10 CFR § 905.11 (b) (1)).*

Considerations that may be used to develop potential resource options include cost, market potential, consumer preferences, environmental impacts, demand or energy impacts, implementation issues, revenue impacts, and commercial availability. *(See 10 CFR § 905.11 (b) (1) (iii)).*

Future Supply-side Options:

List the future supply-side resource options that were considered and evaluated, including, but not limited to conventional generation, renewable generation, and power purchase contracts. Include a brief discussion on the applicability of each option for further consideration or implementation based on your system requirements and capabilities. If new resources are not required during the 5-year resource planning period, please indicate that below. Insert additional rows as needed.
(See 10 CFR § 905.11 (b) (1)).

Supply-Side Option	Applicability for Implementation or Further Consideration
Community Solar	A small-scale solar array is being constructed at the Buffalo Dunes Golf Course
Large Solar PPA contract	City will receive 20 MW of allocation in the Ninnescah Flats 200 MW project
Grand River Dam Authority	City has a 25 year PPA for 9 MW of baseload energy and this may be increased to 15 MW

Future Demand-side Options:

List the future demand-side resource options that were considered and evaluated. Demand-side programs alter a customer's use pattern and include energy conservation, energy efficiency, load control/management, education, and distribution system upgrades that result in an improved combination of energy services to the customer and the ultimate consumer. Include a brief discussion on the applicability of each option for further consideration or implementation based on your system requirements and capabilities. Insert additional rows as needed. *(See 10 CFR § 905.11 (b) (2)).*

Demand-Side Option	Applicability for Implementation or Further Consideration
Customer Solar	City has 46 customers utilizing small solar systems on their facilities through the City Net Metering Program.
Customer efficiency	Consideration is being considered to start energy conservation audits. City has started them on water usage.
Customer Communications	City will continue to use its Communications Department to communicate energy savings topics with its social media outlets.
Distribution upgrades	City will continue with its annual capital plan for system upgrades. Currently planning implementation of URD replacement and voltage upgrade with a DOE grant.

Resource Options Chosen:

Describe the resource options that were chosen for implementation or further consideration and clearly demonstrate that decisions were based on a reasonable analysis of the options. Resource decisions may strike a balance among applicable evaluation factors such as cost, market potential, customer preferences, environmental impacts, demand or energy impacts, implementation issues or constraints, revenue impacts, and commercial availability. *(See 10 CFR § 905.11 (b) (1) (iv)).*

SECTION 6	ENVIRONMENTAL EFFECTS

Environmental Effects:

To the extent practical, WAPA customers must minimize environmental effects of new resource acquisitions and document these efforts. IRPs must include a qualitative analysis of environmental impacts in summary format. Describe the efforts taken to minimize adverse environmental effects of new resource acquisitions. Describe how your planning process accounts for environmental effects. Include a discussion of policies you conform with or adhere to, and resource decisions that have minimized or will minimize environmental impacts by you and/or your wholesale electricity supplier(s). WAPA customers are neither precluded from nor required to include a qualitative analysis of environmental externalities as part of the IRP process. If you choose to include a quantitative analysis, in addition to the summary below, please attach separately. *(See 10 CFR § 905.11 (b) (3)).*

The JEC was constructed with "dry low emission" combustors and the manufacturer, Siemens, provided emission guarantees for nitrous oxides and carbon monoxide.

In the Spring of 2018, the City acquired an ownership-like interest in Dogwood. This facility is a combined cycle natural gas-fired with high efficiency and low emissions.

Also, in the spring of 2018, the City entered into a purchase power agreement for energy from the Buckeye Wind Energy facility near Hays Kansas. This agreement is for 15 MW and runs through the spring of 2033.

The City is currently considering the inclusion of solar energy in our portfolio. The City's geographic location and the development of solar technology continues to bring down the cost of solar energy.

Other purchased resources come from a diverse fuel supply mix, including the SPP Integrated Marketplace. Future resource plans will consider increased purchases of renewable resources.

SECTION 7	PUBLIC PARTICIPATION

Public Participation:

Customers must provide ample opportunity for full public participation in preparing and developing an IRP. Describe the public involvement activities, including how information was gathered from the public, how public concerns were identified, how information was shared with the public, and how your organization responded to the public's comments. *(See 10 CFR § 905.11 (b) (4)).*

The City's elected officials (City Commission) holds open to the public meetings every two weeks to do the business of the City. The meetings and the topics of the meetings are published and included on social media venues. This includes taking comments regarding power supply options, customer service surveys. In May of each year, the electric power supply budget and resources are discussed at length and open to public comment.

Over the last five years, every major resource decision was made through action of the City Commission after a public process. Typically, the resource decision are presented to the city commission by staff or outside consultants and public comment is solicited. Discussions are held at multiple meetings before final action is taken. Among the resource decisions addressed in this fashion were the following:

1. Buckeye Wind Resource
2. Dogwood Energy Center participation agreement
3. Short-term capacity purchase agreements
4. GRDA PPA of long term purchase.
5. Ninnaescah Flats Solar project by NextEra Energy long term PPA

SECTION 8	ACTION PLAN & MEASUREMENT STRATEGIES

Action Plan Summary:

Describe the high-level goals and objectives that are expected to be met by the implementation of this resource plan within the 5-year resource planning period. Include longer term objectives and associated time period(s) if applicable. *(See 10 CFR § 905.11 (b) (2)) and (See 10 CFR § 905.11 (b) (6)).*

Complete detailed evaluation of additional demand-side measures based on economic merit and appropriateness for Garden City load characteristics

Complete the evaluation of high efficiency street lighting measures

Evaluate replacement purchases for short-term purchase agreements that expire between now and 2022 or determine that relying on market purchases is more economical

Enhance planning processes in future, including the development of improved resource planning models
Assess short-term and long-term LMP projections in making economic decisions for resource commitment

Continue with the acquisition of transmission system facilities that will enhance the City's access to resources in the future

Continue with monthly and annual tracking of actual costs compared to budgeted costs and projection from various resource planning studies

Comparisons of peak demand and energy requirements to previous years and to forecasted amounts

Continued tracking of DSM expenditures and results for implemented measures

Specific Actions:
List specific actions you will take to implement your plan over the 5-year planning horizon.

New Supply-Side Resource Acquisitions:

List new resource options your organization is planning to implement, investigate, or pursue in the next five years. Include conventional generation, renewable resources, net metering programs, and purchase power contracts. Include key milestones such as the issuing an RFP, executing a contract, or completing a study. *(See 10 CFR § 905.11 (b) (2)).*

Proposed New Resource	Begin Date	Est. New Capacity (MW)	Milestones to evaluate progress and/or accomplishments
Additional behind the meter generation	2027	30MW	Research and debt capabilities.
Additional generation from Dogwood possible expansion	2030	15MW	Depends on the economics of expansion plan.

New Demand-Side Programs & Energy Consumption Improvements:

List energy efficiency, energy conservation, and load management programs your organization is planning to implement or evaluate in the next five years. Include key milestones to evaluate the progress of each program. Insert additional rows as needed. *(See 10 CFR § 905.11 (b) (2)).*

Example programs could include:

- Education programs & communications
- Energy efficient lighting upgrades
- Energy audits
- Weatherization & Insulation
- Window/doors upgrades
- Boiler, furnace or air conditioning retrofits
- Programmable thermostats
- Equipment inspection programs
- Use of infrared heat detection equipment for maintenance
- Tree-trimming/brush clearing programs
- Electric motor replacements
- Upgrading distribution line/substation equipment
- Power factor improvement
- Loan arrangements for energy efficiency upgrades
- Rebate programs for energy efficient equipment
- Key account programs
- Load management programs
- Demand control equipment
- Rate designs
- Smart meters (Time-of-Use Meters)

Proposed Items	Begin Date	Est. kW capacity savings per year	Est. kWh savings per year	Milestones to evaluate progress and/or accomplishments
General program evaluations based on market conditions and Garden City Load Profile. NOTE: Given the low prices in the SPP footprint where Garden City is located, it is difficult to develop an economic case for most DSM activities, particularly those involving conservation. Garden City will continue to assess and implement those measures that are cost-effective.				July 2030

Proposed Items	Begin Date	Est. kW capacity savings per year	Est. kWh savings per year	Milestones to evaluate progress and/or accomplishments

Measurement Strategies:

Describe your plan to evaluate and measure the actions and options identified in the IRP to determine if the IRP's objectives are being met. The plan must identify and include a baseline from which you will measure the IRP implementation's benefits. *(See 10 CFR § 905.11 (b) (6)).*

Continue with monthly and annual tracking of actual costs compared to budgeted costs and projections from various resource planning studies.

Comparisons of peak demand and energy requirements to previous years and to forecasted amounts.

Continue tracking DSM expenditures and results for implemented measures. The solar project at the Buffalo Dunes golf course.

SECTION 9	SIGNATURES AND APPROVAL

IRP Approval:
Indicate that all of the IRP requirements have been met by having the responsible official sign below; **and** provide documentation that the IRP has been approved by the appropriate governing body (i.e. provide a copy of the minutes that document an approval resolution). *(See 10 CFR § 905.11 (b) (4)).*

(Name – Print or type)	**(Title)**
(Signature)	**(Date)**

Other Information:
(Provide/attach additional information if necessary)

IRP Posting Requirement:
10 CFR § 905.23 of the EPAMP as amended effective July 21, 2008, facilitates public review of customers' approved IRPs by requiring that a customer's IRP be posted on its publicly available Web site or on WAPA's Web site. Please check the method in which you will comply with this requirement within thirty (30) days of receiving notification the IRP has been approved:

	Customer will post the approved IRP on its publicly available website and send the URL to WAPA.
X	Customer would like WAPA to post the approved IRP on WAPA's website.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Parks and Recreation Director Herd
DATE: July 28, 2025
RE: Valley View Cemetery Additional Expansion

ISSUE:
The Governing Body is asked to consider and approve a change order and applicable fees for an additional expansion area to the Valley View Cemetery project.

BACKGROUND:
During the City Commission meeting on March 4, 2025, the contract for the Valley View Cemetery Expansion project was awarded to M&T Excavation, LLC for the amount of $708,880.29. This bid was significantly lower than the original estimate and budget for 2023.

The demand for burial plots at the cemetery continues to rise. Staff anticipates that the new cemetery area may need to be utilized as soon as the end of this year and projects that, at the current rate of sale, the expansion will take approximately eight years to sell out. The project team has developed a proposal to expand the area, providing additional capacity while leveraging the competitive pricing from the original bid.

The initial scope of the project included 2,207 new plots. The proposed additional expansion area adds 1,464 more plots, resulting in a total of 3,671 plots. Staff estimates that the additional plots will provide an added five years of capacity, bringing the total to 13 years before another expansion is required.

A proposed change order for the expansion has been prepared, amounting to $420,292.50. This pricing maintains the unit prices from the original contract while providing proposals for lump sum items. The staff has reviewed these price proposals and considers them reasonable, given the scale of work relative to the original contract. The original project is on track to be completed ahead of the scheduled completion date of November 15, 2025. If approved, the contractor intends to complete the additional expansion area by December 15, 2025, with final seeding scheduled for the spring of 2026, if necessary.

The anticipated cost for the original project is currently unchanged from that presented at the March 4, 2025 meeting and is as follows:

- Bid Award (Included Change Order 1): $ 708,880.29
- Change Order 2 (Approved Administratively): 7,832.85
- Engineering, Survey, Irrigation Consultant: 49,500.00
- Platting: 20,000.00
- Miscellaneous Costs: 10,000.00

- Contingency (Less Change Order 2): 27,561.15

Total $ 823,774.00

The anticipated costs for the proposed addition are as follows:

- Change Order 3: $ 420,292.50
- Additional Engineering Costs: 35,000.00
- Additional Miscellaneous Costs: 5,000.00

Total Additional Costs: $ 460,292.50

The projected total with the proposed addition: $1,284,066.50.

Staff is investigating additional improvements, including expanding the columbaria, an estimated $75,000 project, as well as planting trees in the expansion areas.

ALTERNATIVES:

1. The Governing Body may approve Change Order Three for an additional expansion area to the Valley View Cemetery project in the amount of $420,292.50.
2. The Governing Body may not approve Change Order Three for an additional expansion area to the Valley View Cemetery project, and advise staff further.

RECOMMENDATION:

Staff recommends the Governing Body approve Change Order Three for an additional expansion area to the Valley View Cemetery project in the amount of $420,292.50.

FISCAL NOTE:

The City issued $1,700,000 in General Obligation Bonds to cover the costs of the Valley View Cemetery project. With the approval of Change Order Three, as well as the associated engineering and miscellaneous costs of the proposed addition, the current total cost estimate for the project will be $1,284,066.50. This leaves a balance remaining of $415,933.50, of the General Obligation Bond revenue, which can be allocated for the Columbarium and landscaping. Expenses for this project will be coded to GL 40277100-6121.

ATTACHMENTS:

VVC Expansion Change Order 3
Aerial Photo of Current Project
Overview Map

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

SECTION 00941

Change Order No. 3

Date of Issuance: Upon Execution	Effective Date: (Upon Execution if blank)
Owner: City of Garden City	Owner's Contract No.: W2401-01
Contractor: M&T Excavation, LLC	Contractor's Project No.:
Engineer: Wilson & Co.	Engineer's Project No.: 24-000-063-07
Project: VVC Expansion 2025	Contract Name: VVC Expansion 2025

The Contract is modified as follows upon execution of this Change Order:

Description: Additional work for further expansion of the project to add Zone P in accordance with revised plans. "Additional Expansion Area" shall be defined as all work associated with this change order. Agreement Paragraph 4.02.A. regarding contract times and substantial completion shall be revised as attached. Adjustment in Contract Price shall be based on adjustments in quantities, unit prices, and line items as set forth in the attached "Master Bid Item List".

Attachments: Updated Master Bid Item List, Revised plans dated 7/10/2025 titled "*Valley View Cemetery Expansion City Project No W2401-01 With Additional Expansion Area*"; "Revision to Agreement – Section 00520"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 678,880.29	Original Contract Times: Substantial Completion: 11/15/25 Ready for Final Payment: Per 00520-4.02.A days or dates
Increase (Decrease) from previously approved Change Orders No. ___ to No. ___: $ 37,832.85	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: n/a Ready for Final Payment: n/a days
Contract Price prior to this Change Order: $ 716,713.14	Contract Times prior to this Change Order: Substantial Completion: 11/15/25 Ready for Final Payment: Per 00520-4.02.A days or dates
INCREASE (DECREASE) of this Change Order: $ 420,292.50	[Increase] [Decrease] of this Change Order: Substantial Completion: 12/15/25 (Add. Area Only, per attached) Ready for Final Payment: Per 00520-4.02.A days or dates
Contract Price incorporating this Change Order: $ 1,137,005.64	Contract Times with all approved Change Orders: Substantial Completion: 12/15/25 (Add. Area Only, per attached) Ready for Final Payment: Per 00520-4.02.A days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Digitally signed by Adam M Schart Date: 2025.07.25 15:29:56-06'00'	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Adam Schart, Project Engineer	Title: Roy Cessna, Mayor	Title: President
Date:	Date:	Date: 7/25/25

Approved by Funding Agency (if applicable)

By: n/a Date:

Title: n/a

CITY OF GARDEN CITY, KANSAS
Master Bid Item List
W2401-01 Valley View Cemetery Expansion 2025

			CURRENT CONTRACT TOTAL (THROUGH CO2)			CHANGE ORDER 3 - Additional Expansion			REVISED TOTAL THROUGH CO3		
No.	Bid Item	UNIT	QUANTITY	UNIT COST	EXTENSION	QUANTITY	UNIT COST Δ	EXTENSION	QUANTITY	UNIT COST	EXTENSION
General:											
1	Mobilization	LSUM	1	$ 29,649.25	$ 29,649.25	1.00	$ 17,475.00	$ 17,475.00	1	$ 47,124.25	$ 47,124.25
2	Contractor Construction Staking	LSUM	1	$ 3,495.00	$ 3,495.00	1.00	$ 2,038.75	$ 2,038.75	1	$ 5,533.75	$ 5,533.75
3	Contractor Quality Control & Testing	LSUM	1	$ 15,727.50	$ 15,727.50	1.00	$ 7,572.50	$ 7,572.50	1	$ 23,300.00	$ 23,300.00
4	Clearing & Grubbing	LSUM	1	$ 1,805.75	$ 1,805.75	1.00	$ 1,223.25	$ 1,223.25	1	$ 3,029.00	$ 3,029.00
5	Site Grading & Smoothing	LSUM	1	$ 17,475.00	$ 17,475.00	1.00	$ 10,485.00	$ 10,485.00	1	$ 27,960.00	$ 27,960.00
6	Removal of Existing Structures	LSUM	1	$ 873.75	$ 873.75			$ -	1	$ 873.75	$ 873.75
7	Lot Monumentation	EACH	1084	$ 31.46	$ 34,102.64	752		$ 23,657.92	1,836	$ 31.46	$ 57,760.56
8	Common Excavation	CUYD	2752	$ 7.57	$ 20,832.64	1154		$ 8,735.78	3,906	$ 7.57	$ 29,568.42
9	Aggregate Base (6")(AB-3 Local)	SQYD	0	$ 11.46	$ -			$ -	0	$ 11.46	$ -
10	HMA-Commerical Grade (Class A){asphalt}	SQYD	6290	$ 51.26	$ 322,425.40	3378		$ 173,156.28	9,668	$ 51.26	$ 495,581.68
11	Bollard	EACH	4	$ 699.00	$ 2,796.00			$ -	4	$ 699.00	$ 2,796.00
12	Irrigation System	LSUM	1	$ 100,747.36	$ 100,747.36	1.00	$ 84,456.93	$ 84,456.93	1	$ 185,204.29	$ 185,204.29
13	Erosion Control	LSUM	1	$ 873.75	$ 873.75	1.00	$ 640.75	$ 640.75	1	$ 1,514.50	$ 1,514.50
14	Traffic Control	LSUM	1	$ 2,330.00	$ 2,330.00	1.00	$ 1,165.00	$ 1,165.00	1	$ 3,495.00	$ 3,495.00
15	Temporary Fertilizer (16-20-00)	LBS	1245	$ 2.91	$ 3,622.95	705		$ 2,051.55	1,950	$ 2.91	$ 5,674.50
16	Temporary Seed (Annual Reygrass)	LBS	375	$ 10.72	$ 4,020.00	235		$ 2,519.20	610	$ 10.72	$ 6,539.20
17	Temporary Seed (Sterile Wheatgrass)	LBS	375	$ 10.49	$ 3,933.75	235		$ 2,465.15	610	$ 10.49	$ 6,398.90
18	Mulching /Hydro-Mulch	TON/KIP	23	$ 362.43	$ 8,154.68	14.1		$ 5,110.26	36.6	$ 362.43	$ 13,264.94
19	Fertilizer (16-20-00)	LBS	100	$ 2.91	$ 291.00			$ -	100	$ 2.91	$ 291.00
20	Fertilizer (13-13-13)	LBS	1160	$ 2.91	$ 3,375.60	740		$ 2,153.40	1,900	$ 2.91	$ 5,529.00
21	Seed (All Pro Team Mates Plus)	LBS	1830	$ 13.40	$ 24,522.00	1130		$ 15,142.00	2,960	$ 13.40	$ 39,664.00
22	Seed (Blue Grama)(Lovington)	LBS	2	$ 6.41	$ 12.82	2		$ 12.82	4	$ 6.41	$ 25.64
23	Seed (Buffalograss)(Treated)	LBS	50	$ 46.83	$ 2,341.50	43		$ 2,013.69	93	$ 46.83	$ 4,355.19
24	Aggregate Base (8")(AB-3 Local)	SQYD	6840	$ 15.42	$ 105,472.80	3681		$ 56,761.02	10,521	$ 15.42	$ 162,233.82
25	Rounding for Commission Approved Amount	LSUM	1	$ (0.85)	$ (0.85)			$ -	1	$ (0.85)	$ (0.85)
26	CO-2 Irrigation Extra Tie In Work	LSUM	1	$ 7,332.85	$ 7,332.85			$ -	1	$ 7,332.85	$ 7,332.85
27	CO-2 Tree Removal	EACH	1	$ 500.00	$ 500.00			$ -	1	$ 500.00	$ 500.00
28	CO-3 Adjust Manhole to Grade	EACH				1	$ 1,456.25	$ 1,456.25	1	$ 1,456.25	$ 1,456.25
	GRAND TOTAL:				$ 716,713.14			$ 420,292.50			$ 1,137,005.64

4.02 Contract Times:

A. Notice to Proceed will be issued at Contractor's request after Contract execution and after a pre-construction meeting at a mutually acceptable date and time. Work shall be substantially complete by November 14, 2025, and December 15, 2025 for Additional Expansion Area (Change Order 3 work) only, and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 45 days thereafter, EXCEPT as necessary to complete final seeding within seeding windows per the Plans and Specifications and for achievement of 70% turf density. Final seeding shall be completed no later than April 30, 2025. All documentation for final payment shall be received within 30 days of final seeding operations, however final payment will not be made until 70% turf density has been established as defined in the Kansas Department of Health & Environment Notice of Termination document

CITY OF GARDEN CITY, KANSAS
VALLEYVIEW CEMETERY EXPANSION
CITY PROJECT NO. W2401-01
WITH ADDITIONAL EXPANSION AREA

SHEET LIST TABLE

	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	SITE PLAN
4-4A	LOT & BLOCK LAYOUT
5-5A	ALIGNMENT AND CONSTRUCTION PLAN
6-10B	CROSS SECTIONS
11	EROSION AND ACCESS CONTROL
12	SEEDING

REFERENCE DETAILS

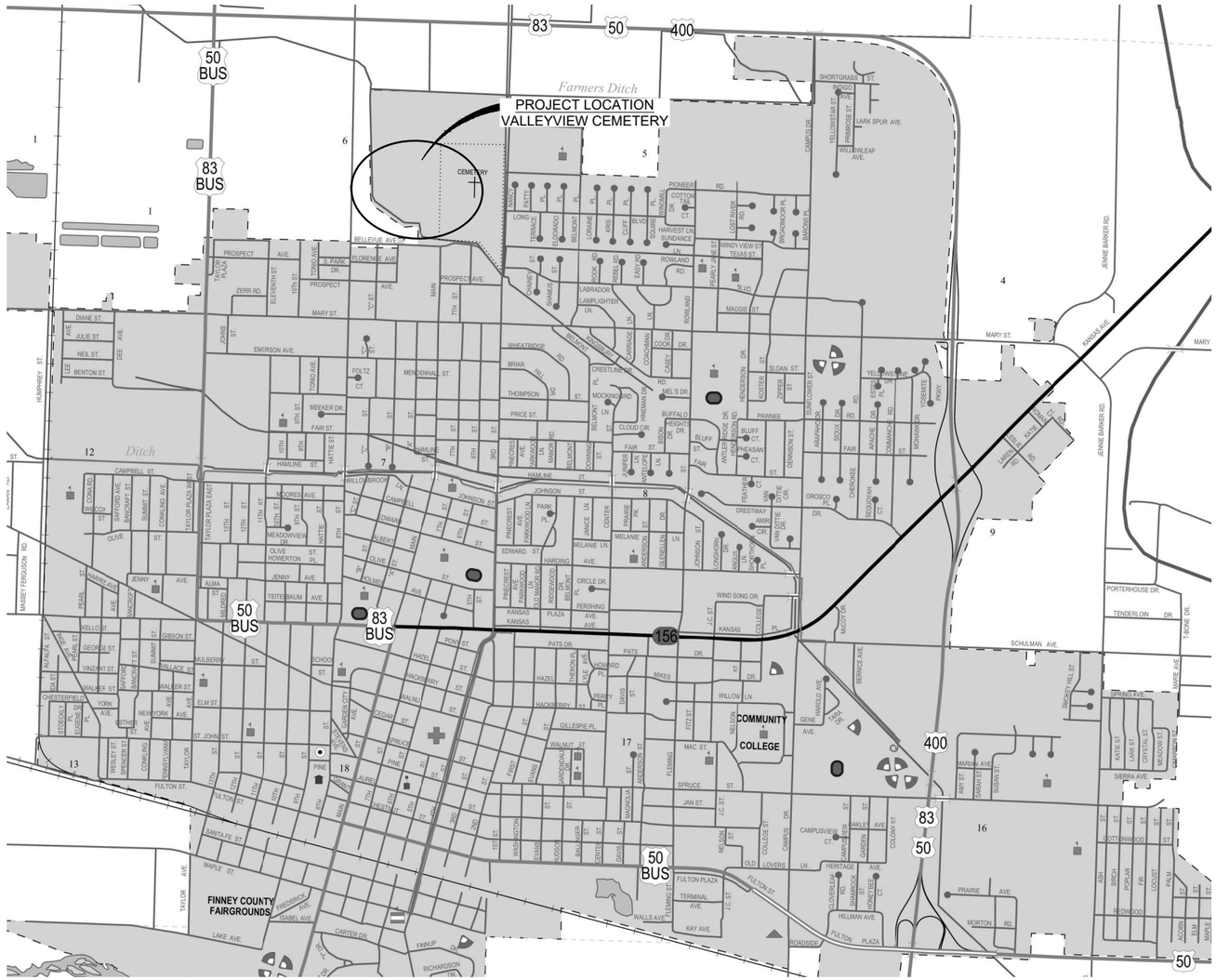
DESCRIPTION
CONSTRUCTION ENTRANCE

REFERENCE PLAN SETS (BY OTHERS)

DESCRIPTION	
IR-1	IRRIGATION PLANS & DETAILS
IR-3	IRRIGATION PLANS - ADDITIONAL EXPANSION AREA

LEGEND:

SYMBOL	DESCRIPTION
	PROPERTY LINE
	ASPHALT ROAD / GRAVEL
	EASEMENT LINE
OHE	OVERHEAD ELECTRIC
UGE UGE	UNDERGROUND ELECTRIC
W W	WATER LINE
8" W	PROPOSED WATER LINE
8" SS	PROPOSED SANITARY SEWER LINE
SS	SANITARY SEWER LINE
G G G	GAS LINE
Ⓢ	MANHOLE
	CONTROL POINT
	POWER POLE
	FIRE HYDRANT
WV	WATER VALVE
2179.8	EXISTING 0.2 FT CONTOURS
2180.0	EXISTING 1.0 FT CONTOURS
2179.8	PROPOSED 0.2 FT CONTOURS
2180.0	PROPOSED 1.0 FT MAJOR CONTOURS
	TREES
X X	FENCE LINE
◇	PROPERTY PIN



LOCATION MAP
NOT TO SCALE

WILSON & COMPANY
1700 EAST IRON AVE.
SALINA, KS 67401
PHONE: 785-827-0433
FAX: 785-827-5949
www.wilsonco.com

CONSULTANTS

SEAL

ADAM M. SCHARTZ
LICENSED
22427
KANSAS
PROFESSIONAL ENGINEER
07/10/2025

PROJECT NAME
VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

REV.	DATE	DESCRIPTION	BY
1	3/8/25	ADDENDA	AMS
2		CHANGE ORDER 1	
3	7/10/25	ADDITIONAL EXPANSION CHANGE ORDER	AMS

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	7/10/25

SHEET TITLE
COVER SHEET

SHEET NO:
1

7/10/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\1_Sheets - general\246307-COV.dwg

GENERAL NOTES:

1. ALL CONSTRUCTION & MATERIALS TO COMPLY WITH CITY OF GARDEN CITY SPECIFICATIONS & STANDARDS UNLESS NOTED OTHERWISE ON DRAWINGS, AND KDOT STANDARD SPECIFICATIONS WHERE GARDEN CITY STANDARDS TO NOT COVER.

2. CONTRACTOR SHALL VISIT THE SITE OF THE PROJECT BEFORE SUBMITTING THE PROPOSAL FOR THIS WORK S0 THAT HE WILL BE FULLY INFORMED OF THE EXISTING FIELD CONDITIONS AND THE OBSTACLES WHICH MIGHT BE ENCOUNTERED. UPON AWARD OF THE CONTRACT THE CONTRACTOR WILL NOT BE GRANTED ANY ADDITIONAL COMPENSATION WITH REGARDS TO TIME AND MONEY FOR CONDITIONS THAT MAY HAVE BEEN EVALUATED DURING ANY INSPECTION OF THE SITE.

3. ALL ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM.

4. AT LEAST 72 HOURS PRIOR TO BEGINNING ANY EXCAVATION (EXCLUDING WEEKENDS AND HOLIDAYS) THE CONTRACTOR SHALL CONTACT THE KANSAS ONE-CALL SYSTEM, A UTILITY LOCATION SERVICE, AT1-800-344-7233 OR 811 T0 REQUEST THE LOCAL UTILITY COMPANIES TO LOCATE ANY EXISTING LINES WITHIN THE PROJECT AREA. UTILITIES SHOWN IN THE DRAWINGS ARE NOT GUARANTEED AS TO COMPLETENESS NOR AS TO ACCURACY.

G.C. WATER DEPARTMENT	620-276-1291
G.C. ELECTRIC DEPARTMENT	620-276-1290
G.C. WASTE WATER DEPARTMENT	620-276-1281
STORM WATER	620-276-1260
AT&T	785-462-5021
BLACK HILLS ENERGY	620-805-1411
COX COMMUNICATIONS	620-272-2081

5. THE CONTRACTOR SHALL GIVE ALL PROPERTY OWNERS AND/OR TENANTS OF DEVELOPED PROPERTY DIRECTLY ABUTTING THE CONSTRUCTION OF THIS PROJECT A MINIMUM 0F TEN (10) DAYS ADVANCE NOTICE PRIOR TO THE START OF CONSTRUCTION.

6. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE DRAWINGS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN LOCATION INFORMATION HAS BEEN OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND IS ETHER FROM COMPANY RECORD DRAWINGS OR COMPANY PROVIDED FIELD LOCATIONS. THE CONTRACTOR SHALL PROVIDE THE MATERIAL AND MEANS TO PROTECT AND SUPPORT SAID UTILITIES DURING CONSTRUCTION TO THE SATISFACTION OF THE UTILITY OWNER. IT SHOULD BE NOTED THAT OTHER BURIED LINES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL HAVES BURIED LINES LOCATED AND FLAGGED IN THE FIELD PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND REVIEW ALL BURIED LINES LOCATED TO DETERMINE IF CONFLICTS EXIST. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING TRENCHING OPERATIONS TO AVOID DAMAGING THESE LINES. ANY LINES DAMAGED SHALL BE REPLACED OR REPAIRED IMMEDIATELY AS DIRECTED BY THE ENGINEER AT THE CONTRACTOR 'S EXPENSE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING PROPERTY IRONS, THE CONTRACTOR SHALL BE REQUIRED TO RE-ESTABLISH ANY PROPERTY IRONS WHICH ARE DAMAGED OR DESTROYED BY HIS CONSTRUCTION OPERATIONS. SUCH IRONS SHALL BE RE-ESTABLISHED BY A LICENSED LAND SURVEYOR IN ACCORDANCE WITH STATE LAWS. PRIOR TO START OF CONSTRUCTION THE CONTRACTOR SHALL FLAG AND REFERENCE ALL PROPERTY CORNERS THAT MAY BE DISTURBED BY CONSTRUCTION OPERATIONS, AND VERIFY THESE IN THE FIELD IN THE PRESENCE OF THE ENGINEER AND THE CONTRACTOR'S SURVEYOR. AFTER CONSTRUCTION AND BEFORE THE FINAL INSPECTION, A LETTER SIGNED AND SEALED BY THE LICENSED LAND SURVEYOR CERTIFYING REPLACEMENT OF ALL DISTURBED PROPERTY CORNERS SHALL BE SUBMITTED TO THE ENGINEER.

8. EASEMENTS AND RIGHT-OF-WAY PROVIDED BY THE OWNER OR DEVELOPER FOR THE PROJECT ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING RIGHT-OF-WAY AND EASEMENTS TO ENSURE NO ENCROACHMENT ON PRIVATE PROPERTY DURING COURSE OF WORK.

9. THE CONTRACTOR SHALL CONTAIN HIS OPERATIONS TO PERMIT LOCAL (INCLUDING RESIDENTIAL ACCESS, POSTAL AND TRASH SERVICE) AND EMERGENCY TRAFFIC THROUGH AND ACROSS CONSTRUCTION AT ALL TIMES. THE CONTRACTOR SHALL ERECT WARNING SIGNS, FLASHING LIGHTS, AND BARRICADES IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE CONTRACTOR SHALL LIMIT THE EXTENT OF TRENCH TO REMAIN OPEN OVERNIGHT AND WEEKENDS TO LESS THAN 50 FEET. ANY TEMPORARY CLOSING OF ROADWAYS SHALL BE COORDINATED WITH THE CITY AND EMERGENCY SERVICES. ANY TEMPORARY CLOSURES OF ROADWAYS SHALL INCLUDE A MINIMUM OF 72 HOURS ADVANCE NOTICE. CONTRACTOR SHALL MAINTAIN TRAFFIC IN BOTH DIRECTIONS AT ALL TIMES DURING CONSTRUCTION.

10. RUBBLE FROM THE REMOVAL OF MISCELLANEOUS STRUCTURES INCLUDING ANY TREES REMOVED, TREE TRIMMINGS, AND EXCESS EXCAVATION WHICH IS TO BE WASTED SHALL BE DISPOSED OF ON SITES PROVIDED BY THE CONTRACTOR. THESE SITES SHALL ALSO BE APPROVED BY THE ENGINEER AS TO SUITABILITY, APPEARANCE, AND SITE LOCATION. LOCATIONS THAT, IN THE OPINION OF THE ENGINEER, WITH LEAVE AN UNSIGHTLY APPEARANCE WILL NOT BE APPROVED. ALL DISPOSAL SITES MUST BE APPROVED BY THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT. MATERIAL EITHER STOCKPILED OR DISPOSED OF IN A FLOOD PLAIN WILL REQUIRE A KANSAS STATE BOARD OF AGRICULTURE PERMIT. ANY MATERIAL DUMPED IN WATERS OF THE UNITED STATES OR WETLANDS IS SUBJECT TO U.S. CORPS OF ENGINEERS PERMITTING REGULATIONS. ANY MATERIAL BURIED OR STOCKPILED BEYOND APPROVED CONSTRUCTION LIMITS MAY REQUIRE ARCHAEOLOGICAL INVESTIGATIONS UNLESS BURIED IN A PREVIOUSLY APPROVED DISPOSAL LOCATION.

11. THE CONTRACTOR SHALL AVOID REMOVAL OR TRIMMING OF ANY TREES OR SHRUBS WHERE POSSIBLE, WHERE THE CONTRACTOR BELIEVES THE REMOVAL OR TRIMMING IS UNAVOIDABLE, HE SHALL COORDINATE SUCH WORK WITH THE ENGINEER.

12. THE CONTRACTOR SHALL RESTORE ALL DITCHES, SWALES, ROAD SHOULDERS, AND BANKS TO THEIR ORIGINAL SLOPES AND GRADES, WHERE EXISTING ENTRANCE PIPE, DRAINAGE PIPE, SIGNS, FENCES, IRRIGATION, LANDSCAPING, ETC. CONFLICT WITH THE PROPOSED WORK HEREIN, THEY SHALL BE REMOVED AND REPLACED OR RESET, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

13. THE CONTRACTOR SHALL INSTALL AND/OR MAINTAIN EROSION CONTROL METHODS INCLUDING BUT NOT LIMITED TO SILT FENCING AROUND TRENCHES, DRILL ENTRANCES, AND EXIT PITS, INLET PROTECTION AND DITCH CHECKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL THROUGH THE COMPLETION OF THIS PROJECT. INSTALLATION OF THESE EROSION CONTROL DEVICES DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF ABATING SOIL EROSION.

14. THE CONTRACTOR SHALL TAKE CARE TO PREVENT SILT AND DEBRIS FROM ENTERING ANY STORM DRAINAGE SYSTEM DURING CONSTRUCTION. PIPES OR STRUCTURES WHICH CONTAIN MATERIALS FROM THE CONTRACTORS ACTIVITIES SHALL BE THOROUGHLY CLEANED BY THE CONTRACTOR, AT HIS OWN EXPENSE, PRIOR TO THE FINAL INSPECTION.

15. THE CONTRACTOR SHALL SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WITH TEMPORARY RYE GRASS. RYE GRASS SEED SHALL BE PLANTED AT MIN. RATE OF 6 POUNDS PER ONE THOUSAND (1,000) SQUARE FEET. TEMPORARY SEEDING OR PERMANENT SEEDING/SODDING SHALL BE APPLIED WITHIN 14 DAYS AFTER THE AREA HAS BEEN DISTURBED. ALL COSTS FOR TEMPORARY RYE GRASS SEEDING SHALL BE CONSIDERED SUBSIDIARY TO "SITE CLEARING AND RESTORATION"

16. THE CONTRACTOR SHALL STAKE ALL ALIGNMENTS PRIOR TO CONSTRUCTION. THE ALIGNMENT STAKED IN THE FIELD SHALL BE APPROVED BY THE OWNER PRIOR TO BEGINNING CONSTRUCTION.

17. HAUL ROUTES ARE SUBJECT TO LOCAL TRUCK ROUTES AND RESTRICTIONS. CONTACT CITY PUBLIC WORKS DEPARTMENT (620-276-1260) FOR INFORMATION REGARDING CITY TRUCK ROUTES AND RESTRICTIONS, AND COUNTY PUBLIC WORKS / ENGINEERS OFFICE (620-272-3564) REGARDING COUNTY TRUCK ROUTES AND RESTRICTIONS.

18. WORK HOURS ARE AS RESTRICTED AS INDICATED IN THE CONTRACT DOCUMENTS.

19. A JOB OFFICE/LAB IS NOT REQUIRED FOR THIS PROJECT.

20. NO MACHINERY SHALL BE UTILIZED ON THE PREMISES DURING GRAVE-SIDE SERVICES. HANDWORK MAY CONTINUE IN AN AREA NOT PLAINLY VISIBLE AND AUDIBLE FROM THE SERVICE, AND CONTRACTOR SHALL BE UPMOST RESPECTFUL OF THE SERVICE, AT THE DISCRETION OF THE OWNER. THE OWNER WILL NOTIFY CONTRACTOR AS SOON AS POSSIBLE OF UPCOMING SERVICES. SERVICES TYPICALLY LAST 30 TO 60 MINUTES. SEE PROJECT MANUAL FOR ADDITIONAL INFORMATION.

SUMMARY OF QUANTITIES

Line Item	Unit	Quantity	Expansion Change Order	New Total
Mobilization	LSUM	1	-	1
Contractor Construction Staking	LSUM	1	-	1
Lot Monumentation	EACH	1,084	752	1,836
Contractor Quality Control Testing	LSUM	1	-	1
Clearing & Grubbing	LSUM	1	-	1
Site Grading and Smoothing	LSUM	1	-	1
Removal of Existing Structures	LSUM	1	-	1
Adjust Manhole to Grade	EACH	4	1	1
Common Excavation	CYYD	2,748	1,154	3,902
Aggregate Base (Local AB-3)(8")	SQYD	6,840	3,681	10,521
HMA-Commercial Grade (Class A)(6")	SQYD	6,290	3,378	9,668
Bollard	EACH	4	-	4
Irrigation System	LSUM	1	-	1
Erosion Control	LSUM	1	-	1
Traffic Control	LSUM	1	-	1

*SEE SEEDING SHEET FOR QUANTITIES

EARTHWORK NOTES
EXCAVATION BASED ON IN-SITU, AND COMPACTION BASED ON IN-PLACE COMPACTED. EARTHWORK CALCULATIONS AS FOLLOWS:

EXCAVATION TO FINISH GRADE (INCLUDING ROAD BASE BUT NOT INCLUDING FOUNDATION TREATMENT) = 3,902 CY

COMPACTION (TYPE AA) (MR-5-5) (SUBSIDIARY) FOR FOUNDATION TREATMENT FROM EXISTING GRADE TO 8" AGGREGATE BASE = 2,870 CY

SOIL WASTE TO BE DISPOSED OF BY THE CONTRACTOR, EXCEPT THE CITY WILL TAKE DELIVERY OF 2 TRUCK LOADS AT THE CEMETERY MATERIAL YARD IMMEDIATELY NORTH OF THE PROJECT, EXACT LOCATION TO BE COORDINATED WITH CEMETERY STAFF.

AGGREGATE BASE SPECIFICATIONS
AGGREGATE BASE SHALL BE SINGULARLY OR ANY COMBINATION OF CLEAN CRUSHED STONE, CRUSHED SLAG, CRUSHED OR UNCRUSHED GRAVEL, SAND, SAND-GRAVEL, CRUSHED RECLAIMED CONCRETE PAVEMENT (PCCP), OR CRUSHED ASPHALT MATERIAL (RAP) WHICH CONFORMS TO AB-3 / AS-1 GRADATIONS, PI, AND LL PER TABLE 1104-1 "GRADATION AND PLASTICITY OF AGGREGATES FOR AGGREGATE BASE CONSTRUCTION" OF KDOT STANDARD SPECIFICATIONS SECTION 1104.

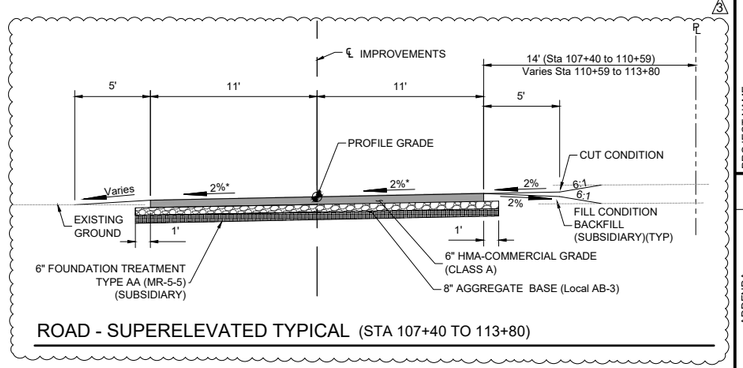
AGGREGATE BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH KDOT SPECIFICATION 305.

ASPHALT SPECIFICATIONS
PER CITY SPECIFICATIONS AND KDOT SPECIFICATIONS. PAID BY THE SQUARE YARDAGE BASED ON SURFACE DIMENSIONS. PAY DEDUCTION FOR THICKNESS DEFICIENCY WILL BE APPLIED ACCORDING TO KDOT SPECIFICATIONS FOR CONCRETE PAVEMENT. SPEC. 502.4.F. ADDITIONAL TESTING REQUIREMENTS AS SHOWN IN THE SPECIFICATIONS / PROJECT MANUAL.

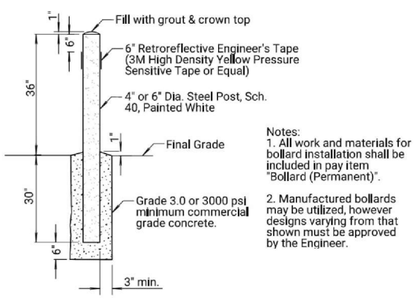
CLEARING & GRUBBING AND SITE GRADING & SMOOTHING NOTES:
ENTIRE SITE SHALL BE SPRAYED WITH GLYPHOSPHATE OR OTHER APPROVED HERBICIDE TO KILL ALL EXISTING VEGETATION. VEGETATION WITHIN SITE GRADING AREAS SHALL BE REMOVED TO THE EXISTING GROUND LEVEL. VEGETATION AND TOPSOIL SHALL BE REMOVED BELOW ALL ROADWAYS. GRADING BETWEEN ROADWAYS SHALL TAKE PLACE AS SHOWN ON TYPICAL, PLAN, AND CROSS SECTIONS. GRADING AND SEEDING OPERATIONS SHALL PRODUCE A SMOOTH, NEAT, CLEAN SURFACE WITH NO LOW SPOTS OR UNEVENNESS, FREE OF CLODS GREATER THAN 1" DIAMETER, ROOTS, ROADWAY BASE, OR OTHER FOREIGN MATERIAL. FINAL PRODUCT SHALL BE OF LANDSCAPE QUALITY AND APPEARANCE, NOT THAT OF TYPICAL ROADWAY GRADING.

"SITE GRADING & SMOOTHING" PAY ITEM SHALL INCLUDE ALL GRADING & SMOOTHING OUTSIDE ROADWAY SLOPES, COMMON EXCAVATION QUANTITIES DO INCLUDE THE CUT QUANTITY IN THESE AREAS, HOWEVER ACTUAL CUT/FILL QUANTITIES ARE MINIMAL RELATIVE TO THE SURFACE AREA.

GRAVE SIDE SERVICES NOISE RESTRICTIONS
NO MACHINERY SHALL BE UTILIZED ON THE PREMISES DURING GRAVE-SIDE SERVICES. HANDWORK MAY CONTINUE IF NOT PLAINLY VISIBLE AND AUDIBLE FROM THE SERVICE, AND CONTRACTOR SHALL BE UTMOST RESPECTFUL OF THE SERVICE, AT THE DISCRETION OF THE CITY. THE CITY WILL NOTIFY CONTRACTOR AS SOON AS POSSIBLE OF UPCOMING SERVICES, MINIMUM 48 HOURS PRIOR NOTICE. THERE ARE HISTORICALLY ROUGHLY 3 SERVICES PER WEEK, LASTING 30 to 60 MINUTES IN LENGTH. CONTRACTOR'S SCHEDULING MUST PROVIDE ADEQUATE FLEXIBILITY TO ACCOMMODATE ACCORDINGLY.

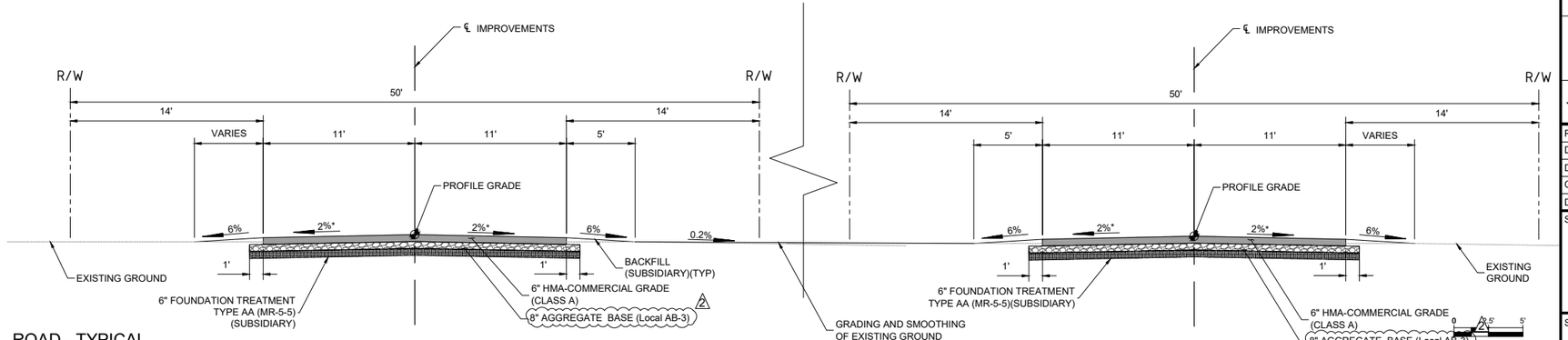


ROAD - SUPERELEVATED TYPICAL (STA 107+40 TO 113+80)



Notes:
1. All work and materials for bollard installation shall be included in pay item "Bollard (Permanent)".
2. Manufactured bollards may be utilized, however designs varying from that shown must be approved by the Engineer.

BOLLARD DETAIL



ROAD - TYPICAL

* CROSS SLOPE VARIES AT INTERSECTIONS TO MATCH INTERSECTING STREET PROFILES

WILSON & COMPANY
1700 EAST IRON AVE.
SALINA, KS 67401
PHONE: 785-827-0433
FAX: 785-827-5949
www.wilsonco.com

CONSULTANTS

SEAL
ADAM M. SCHMIDT
LICENSED
22427
07/10/2025
KANSAS
REGISTERED
PROFESSIONAL ENGINEER

PROJECT NAME
VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

REV.	DATE	DESCRIPTION	BY
1	3/8/25	ADDENDA	AMS
2		CHANGE ORDER 1	AMS
3	7/10/25	ADDITIONAL EXPANSION CHANGE ORDER	

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	7/10/25

SHEET TITLE
GENERAL NOTES

SHEET NO:
2

7/10/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\1_Sheets - general\246307-COV.dwg



SITE LAYOUT AND ACCESS PLAN

SCALE: 1" = 150'

LEGEND

ZONING
P-F PUBLIC FACILITIES

SURVEY CONTROL
LOCAL COORDINATE SYSTEM ONLY. UNITS: FEET.
CONTROL POINTS AND BENCHMARK AS SHOWN ON THIS SHEET. LEVEL CIRCUIT AND CONTROL POINT CHECKS TO BE PERFORMED PER SPEC 802.

LEGAL DESCRIPTION

LEGAL DESRIPTION "TRACT A"
A tract of land located in the South half of the Northeast quarter and the North half of the Southeast quarter of section 6, Township 24 South, Range 32 West of the 6th P.M. in Finney County, Kansas, being further described as follows:
Commencing at the NE corner of the SE quarter of the NE quarter of section 6, T24S, R32W of the 6th P.M., thence S00°00'15"E on the East Line of the NE quarter of section 6 for a distance of 880.84 feet to the NE corner of the Valley View Cemetery; thence N89°44'04"W on the North Line of said cemetery for a distance of 1075.51 feet; thence N89°48'30"W on the North Line of said cemetery for a distance of 62.87 feet to the Point of Beginning; thence S00°08'42"E on the West Line of said cemetery for a distance of 358.36 feet; thence S00°02'32"E on the West Line of said cemetery for a distance of 1324.06 feet to a found 1/2" rebar at the Southwest corner of said cemetery, said point also being on the Southerly right of way Line of the Farmers Irrigation Ditch; thence N81°38'04"W on said right of way Line for a distance of 153.17 feet; thence N72°56'35"W on said right of way Line for a distance of 160.24 feet; thence N72°58'21"W on said right of way Line for a distance of 44.56 feet; thence N07°17'46"W on said right of way Line for a distance of 100.44 feet; thence N02°34'04"W on said right of way Line for a distance of 47.72 feet; thence N61°23'16"W on said right of way Line for a distance of 25.14 feet; thence N88°01'26"W on said right of way Line for a distance of 46.45 feet; thence S84°11'47"W on said right of way Line for a distance of 62.93 feet; thence S80°55'25"W on said right of way Line for a distance of 75.16 feet; thence N84°36'45"W on said right of way Line for a distance of 46.55 feet; thence N85°35'57"W on said right of way Line for a distance of 37.41 feet; thence N 56°46'00"W on said right of way Line for a distance of 521.61 feet; thence N45°24'55"W on said right of way Line for a distance of 114.26 feet to the Southeast corner of Tract A of the Howard Smith First Survey; thence N 16°33'32"W on the Easterly Line of the Howard Smith First Survey for a distance of 42.83 feet; thence N06°06'10"W on the Easterly Line of said Smith survey for a distance of 72.51 feet to the Southeast corner of Tract B; thence N02°46'34"W on the East Line of Tract B for a distance of 150.22 feet; thence N02°46'41"W on the Easterly Line of said Smith survey for a distance of 430.21 feet to the Southeast corner of Tract F; thence N02°47'48"W on the Easterly Line of said Smith survey for a distance of 260.57 feet to the Southeast corner of Tract H; thence N88°43'07"E for a distance of 1211.94 feet to the Point of Beginning.
The above described tract contains 37.209 acres of land including the right of way of the Farmers Irrigation Ditch.
The basis of bearings being the North Line of the South half of the NE quarter of section 6, being recorded previously as S84°38'E.

3 REVISIONS NOT CLOUDED ON THIS SHEET, ADDITIONAL EXPANSION AREA ADDED TO OVERALL SITE PLAN

WILSON & COMPANY
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www.wilsonco.com

CONSULTANTS

SEAL
TAMMY M. SCHARTZ
ENGINEER
22427
KANSAS
PROFESSIONAL
07/10/2025

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VALLEYVIEW CEMETERY EXPANSION
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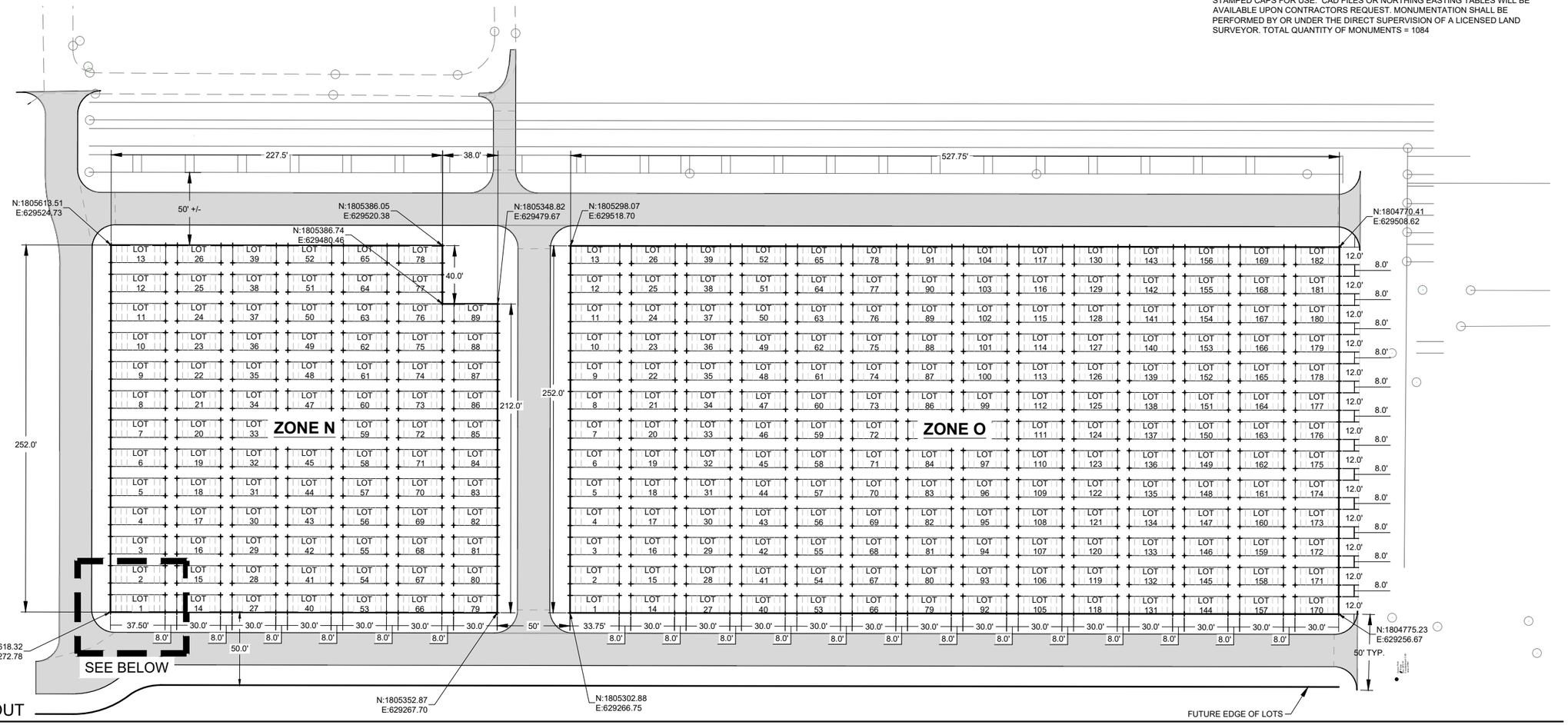
SHEET TITLE
SITE PLAN

SHEET NO:
3

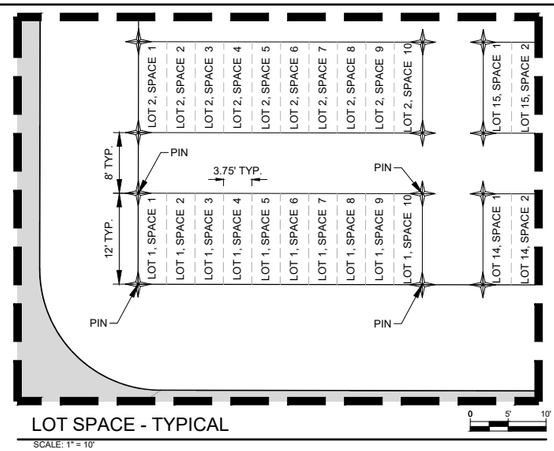
GENERAL NOTES

CONTRACTOR SHALL MARK EACH CORNER OF EVERY LOT WITH 1/2" REBAR, MINIMUM 24" LONG, FLUSH WITH FINISH GRADE. THE CITY WILL PROVIDE STAMPED CAPS FOR USE. CAD FILES OR NORTHING EASTING TABLES WILL BE AVAILABLE UPON CONTRACTORS REQUEST. MONUMENTATION SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED LAND SURVEYOR. TOTAL QUANTITY OF MONUMENTS = 1084



LOT LAYOUT

SCALE: 1" = 40'



LOT SPACE - TYPICAL

SCALE: 1" = 10'

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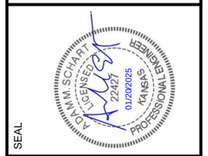
CONSULTANTS

SEAL



PROJECT NAME

VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

REV.	DATE	DESCRIPTION	BY
1	2/13/25	Addendum 2	AMS

PROJECT NO:	2400006307
DESIGNED BY:	SLS
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CHECKED BY:	AMS
DATE:	----

SHEET TITLE

LOT & BLOCK LAYOUT

SHEET NO:

4

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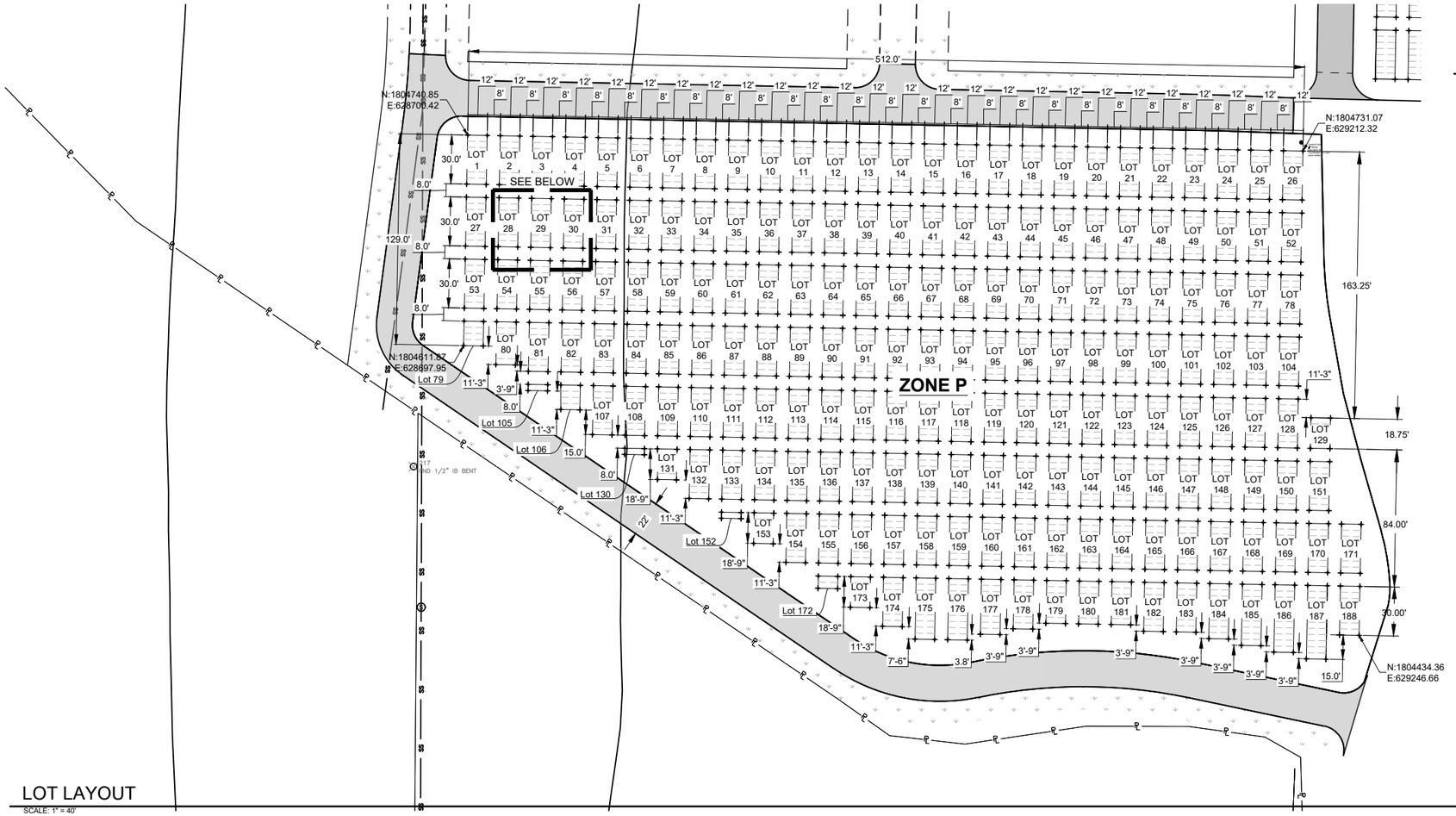
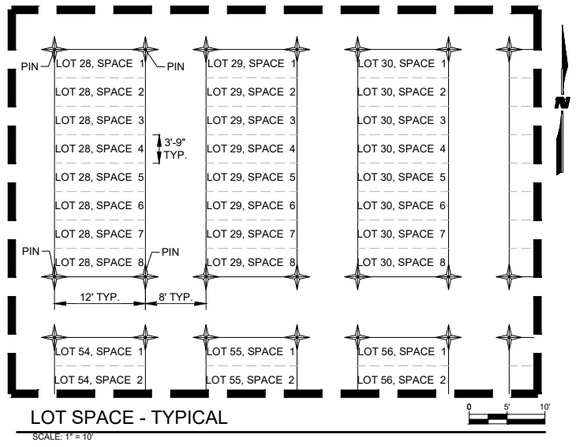


LOT LAYOUT

SCALE: 1" = 40'



LOT SPACE - TYPICAL

SCALE: 1" = 10'

GENERAL NOTES

CONTRACTOR SHALL MARK EACH CORNER OF EVERY LOT WITH ½" REBAR, MINIMUM 24" LONG, FLUSH WITH FINISH GRADE. THE CITY WILL PROVIDE STAMPED CAPS FOR USE. CAD FILES OR NORTHING EASTING TABLES WILL BE AVAILABLE UPON CONTRACTORS REQUEST. MONUMENTATION SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED LAND SURVEYOR. TOTAL QUANTITY OF MONUMENTS = 752

ENTIRE SHEET

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07/10/2025

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ADDENDA	DESCRIPTION	DATE	BY
1	CHANGE ORDER 1	3/8/25	AMS
2	ADDITIONAL EXPANSION CHANGE ORDER	7/10/25	AMS
3			

REV.

PROJECT NO:	2400006307
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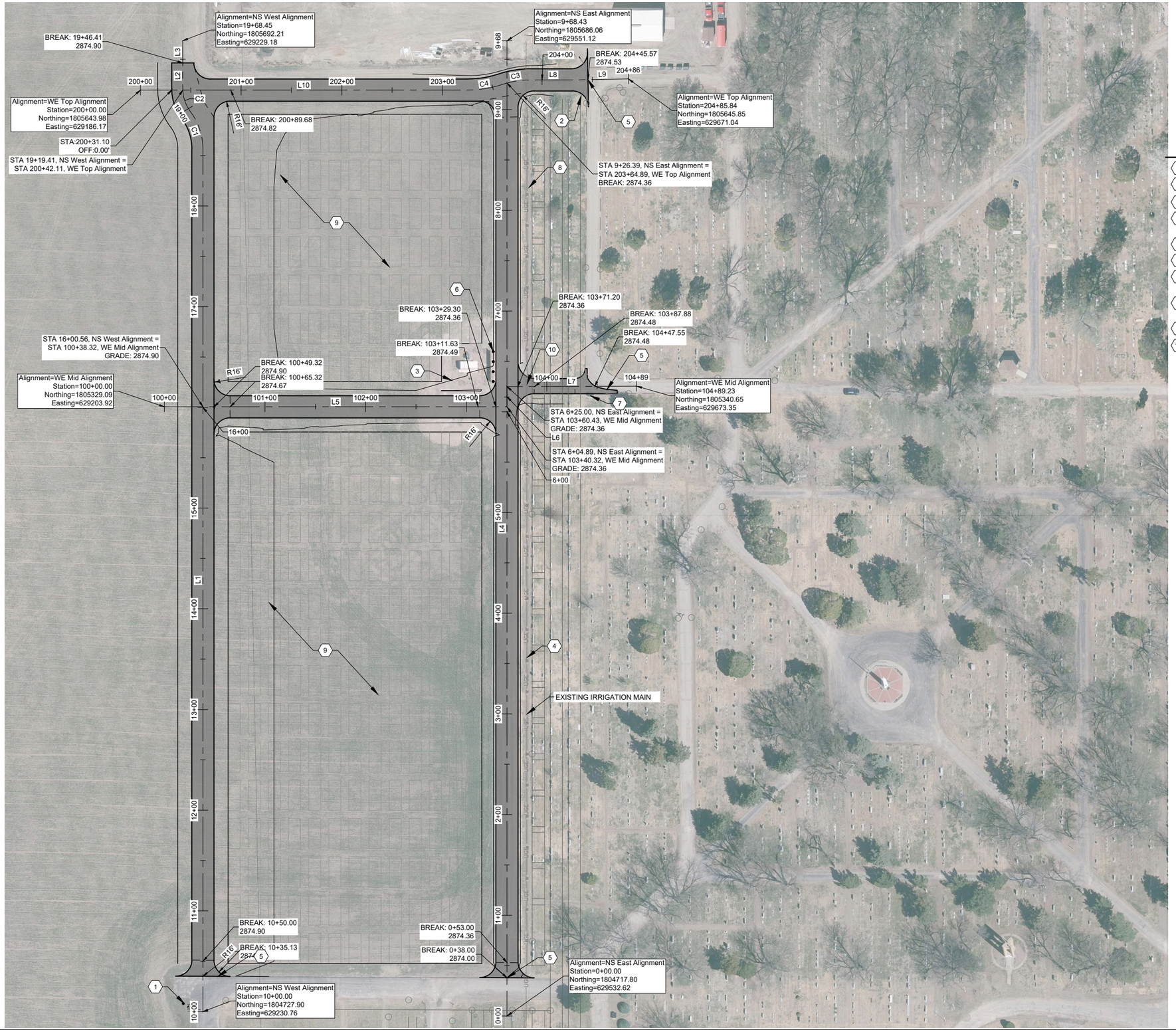
CHECKED BY:	AMS
DATE:	7/10/25

SHEET TITLE
LOT & BLOCK LAYOUT ADDITOINAL EXP. AREA

SHEET NO:
4A

7/10/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\2_Sheets - civil\246307-BLOCK.dwg



KEYNOTES

1. CONTROL POINT
2. REMOVE 4 FT TALL POST
3. DO NOT DISTURB EXISTING WOODEN FENCE
4. REMOVE AND RESET IRRIGATION HEAD (SEE IRRIGATION PLANS)
5. SAW CUT EXISTING ASPHALT EDGE MIN. 12" (SUBSIDIARY)
6. INSTALL BOLLARD (X4) 2 FT FROM FENCE, EVENLY SPACED
7. REMOVE EXISTING TRASH RECEPTACLES AND CONCRETE PAD. SALVAGE RECEPTACLES TO CEMETERY SHOP.
8. DO NOT DISTURB EXISTING UNDERGROUND ELECTRIC OR IRRIGATION.
9. SITE GRADING AND SMOOTHING. SEE NOTES ON SHEET 2
10. HAND LOCATE EXISTING IRRIGATION LINE UNDER PROPOSED ROADWAY. DO NOT DISTURB

VERTICAL CONTROL / PROFILE:
VERTICAL CONTROL SHOWN ON PLAN VIEW HEREIN.

ACRONYM LEGEND
"BREAK" = GRADE BREAK IN VERTICAL PROFILE. ROAD PROFILE WILL STRAIGHT GRADE BETWEEN BREAK POINTS.

CROWNS AT ALL INTERSECTIONS TO CARRY THROUGH TO MEET CROWN-TO-CROWN.

WE TOP ALIGNMENT

NUMBER	LENGTH	DIRECTION	RADIUS	DELTA
C3	28.07'	N81° 55' 42.10"E	88.00'	0.32
L8	45.76'	S88° 56' 04.08"E		
L9	51.74'	N90° 00' 00.00"E		
L10	324.50'	S88° 54' 20.23"E		
C4	35.78'	N81° 56' 34.02"E	112.00'	0.32

NS WEST ALIGNMENT

NUMBER	LENGTH	DIRECTION	RADIUS	DELTA
L1	856.47'	N1° 05' 39.77"E		
L2	25.59'	N1° 05' 39.77"E		
L3	22.04'	N1° 05' 39.77"E		
C1	39.90'	N17° 20' 26.05"W	62.00'	0.64
C2	24.45'	N17° 20' 26.05"W	38.00'	0.64

NS EAST ALIGNMENT

NUMBER	LENGTH	DIRECTION	RADIUS	DELTA
L4	968.43'	N1° 05' 39.77"E		

WE MID ALIGNMENT

NUMBER	LENGTH	DIRECTION	RADIUS	DELTA
L5	340.32'	S88° 54' 20.23"E		
L6	20.11'	N1° 05' 39.77"E		
L7	128.81'	S89° 05' 40.15"E		

0 25' 50'

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CONSULTANTS

SEAL



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SHEET TITLE

ALIGNMENT AND CONSTRUCTION PLAN

SHEET NO:

5

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KEYNOTES

1. CONTROL POINT - DO NOT DISTURB
2. SAW CUT EXISTING ASPHALT EDGE MIN. 12" (SUBSIDIARY)
3. DO NOT DISTURB EXISTING SANITARY SEWER LINE
4. SITE GRADING AND SMOOTHING. SEE NOTES ON SHEET 2

VERTICAL CONTROL / PROFILE:
VERTICAL CONTROL SHOWN ON PLAN VIEW HEREIN.

ACRONYM LEGEND
"BREAK" = GRADE BREAK IN VERTICAL PROFILE. ROAD PROFILE WILL STRAIGHT GRADE BETWEEN BREAK POINTS.

CROWNS AT ALL INTERSECTIONS TO CARRY THROUGH TO MEET CROWN-TO-CROWN.

SW ALIGNMENT

NUMBER	LENGTH	DIRECTION	RADIUS	DELTA
C5	16.74'	N88° 25' 52.98"W	1011.00'	0.02
C6	37.90'	S49° 20' 05.24"W	26.00'	1.46
C7	28.74'	S24° 05' 42.08"E	26.00'	1.11
C8	83.62'	S78° 46' 15.22"E	104.13'	0.80
C9	134.06'	S89° 57' 35.55"E	325.00'	0.41
L11	61.00'	N87° 17' 38.06"W		
L12	292.26'	N88° 54' 20.23"W		
L13	292.26'	N88° 54' 20.23"W		
L14	114.10'	S7° 34' 30.71"W		
L15	319.72'	S55° 45' 54.88"E		
L16	152.54'	S78° 08' 35.53"E		

3
ENTIRE SHEET

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2	7/10/25	CHANGE ORDER 1	
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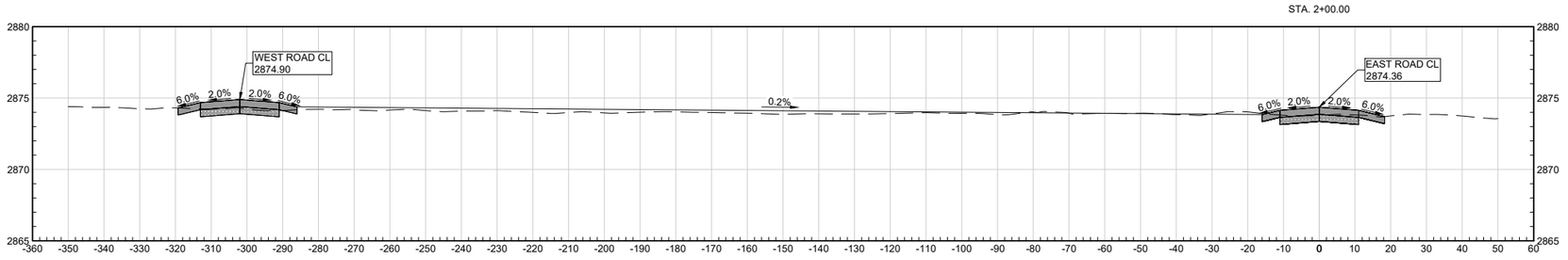
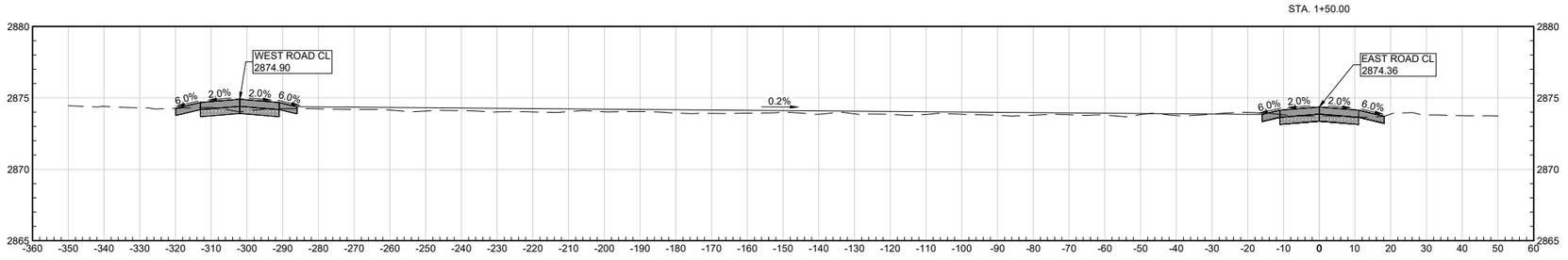
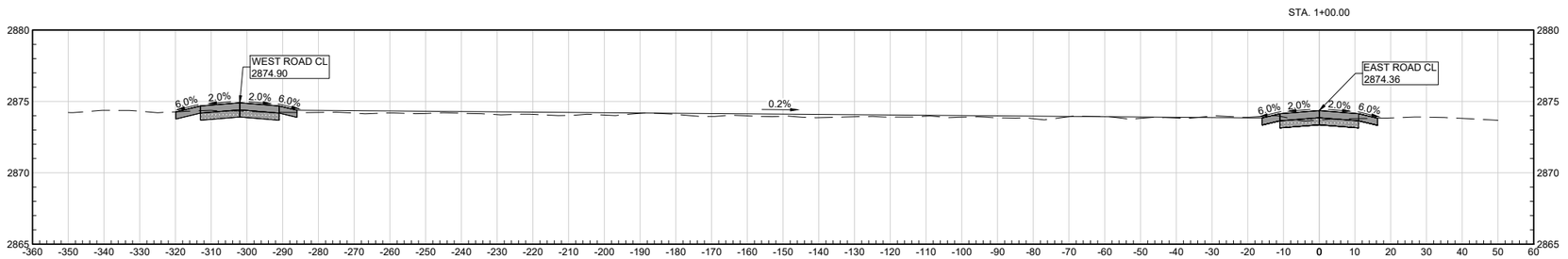
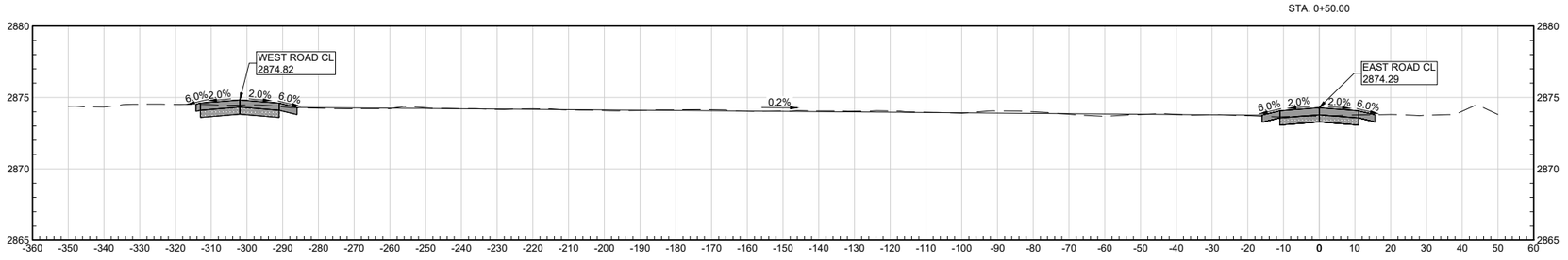
SHEET TITLE
ALIGNMENT AND CONSTRUCTION PLAN

SHEET NO:
5A









Change to 8" Base not reflected in cross sections

2

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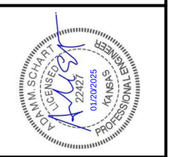

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SHEET TITLE
CROSS SECTIONS

SHEET NO:
6

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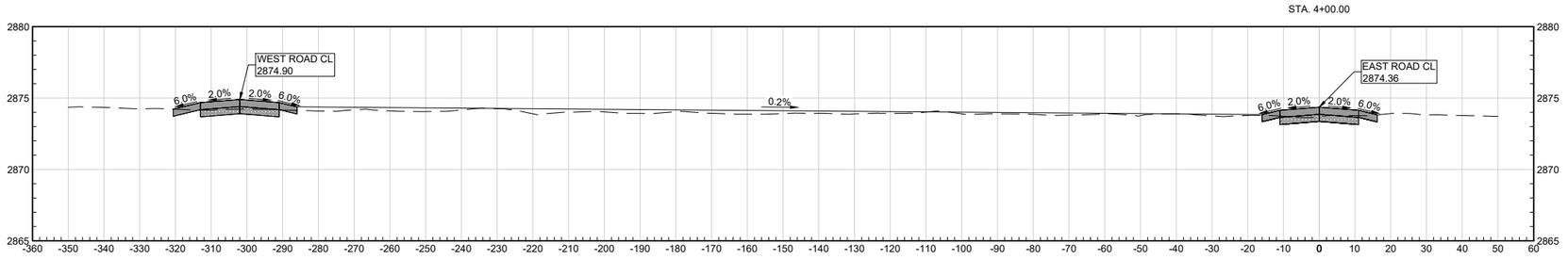

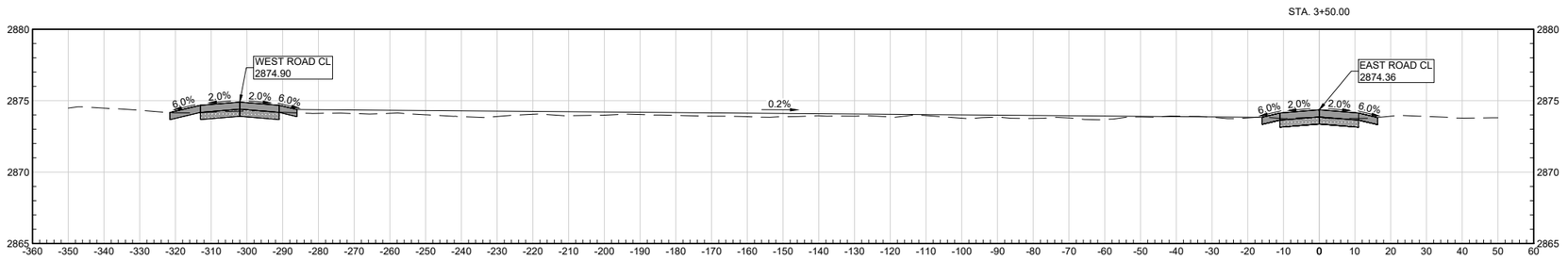

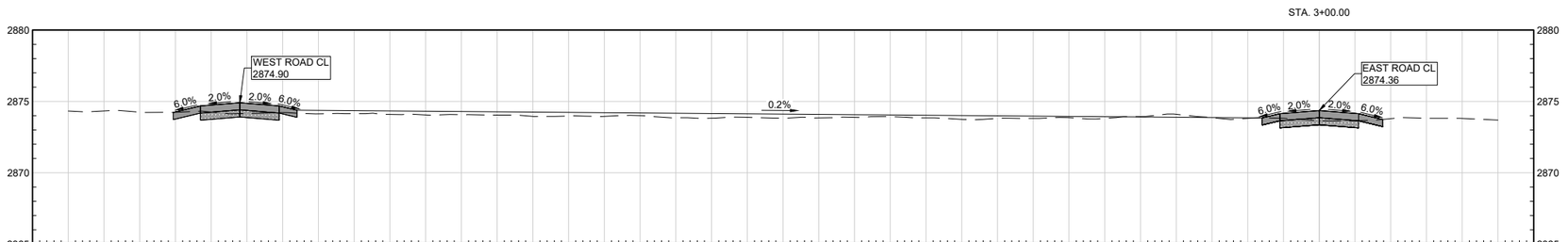

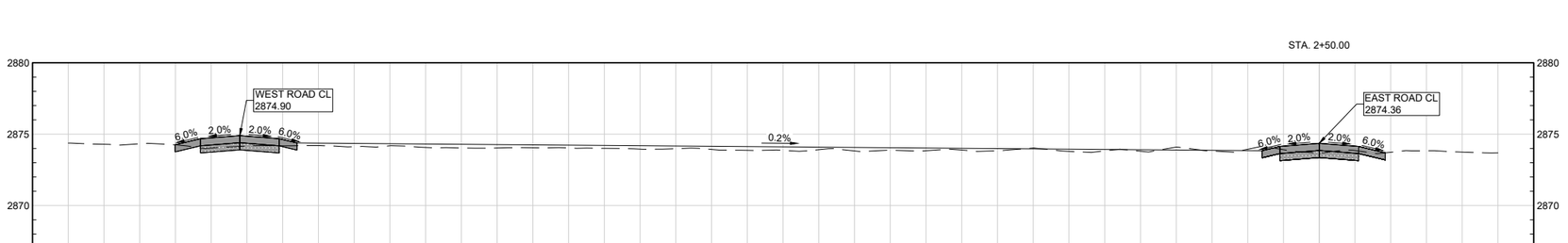

Change to 8" Base not reflected in cross sections

2

5'
2.5'
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0 10' 20'

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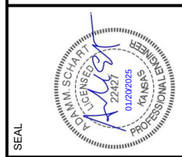

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SHEET TITLE
CROSS SECTIONS

SHEET NO:
7

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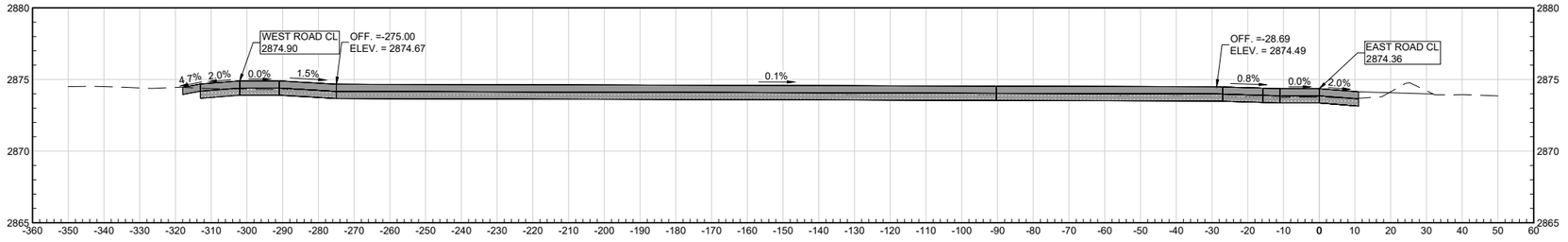

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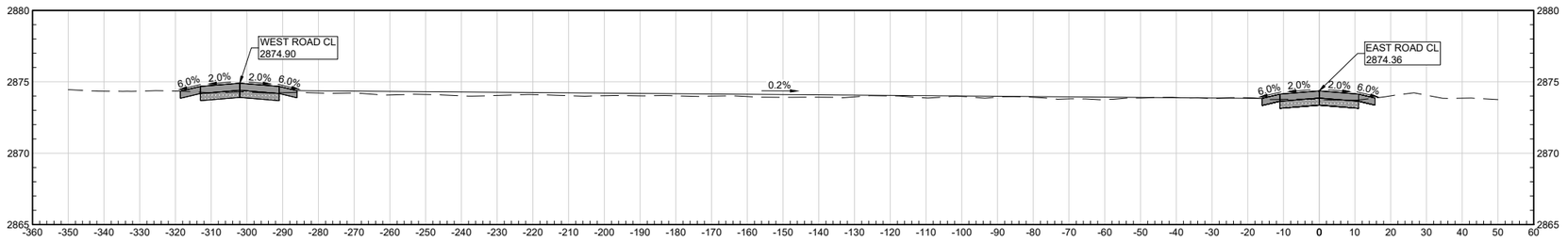

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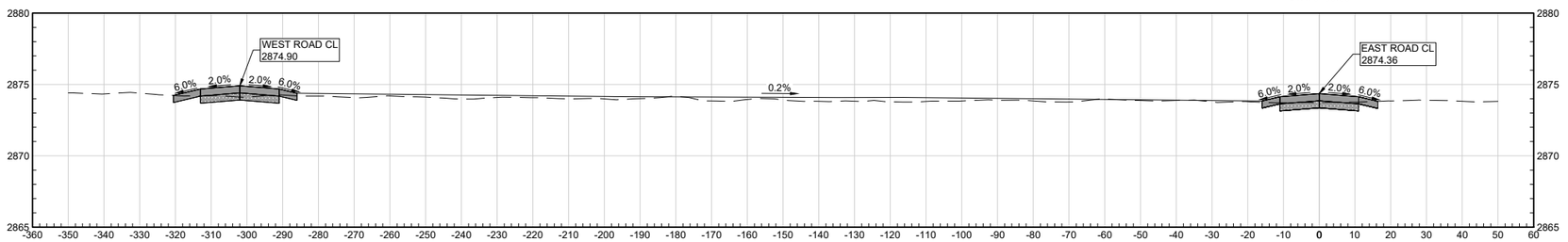

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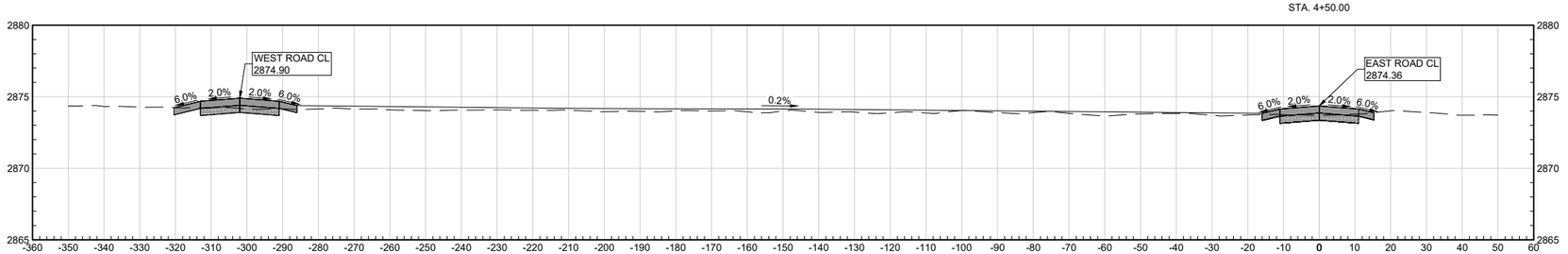
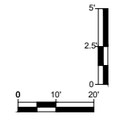


Change to 8" Base not reflected in cross sections

2



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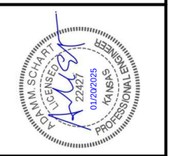

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SHEET NO:
8

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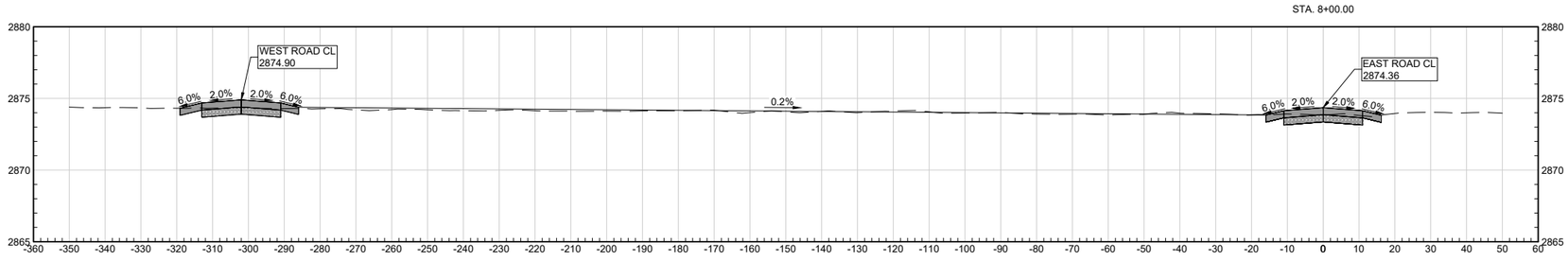
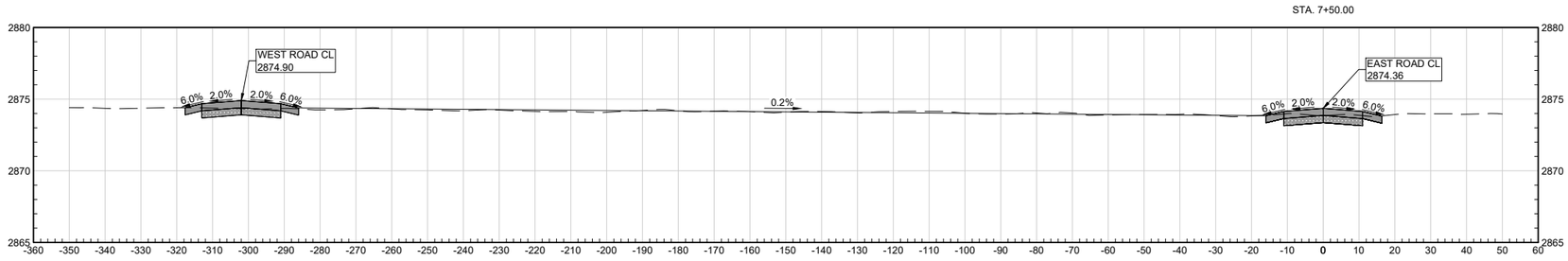
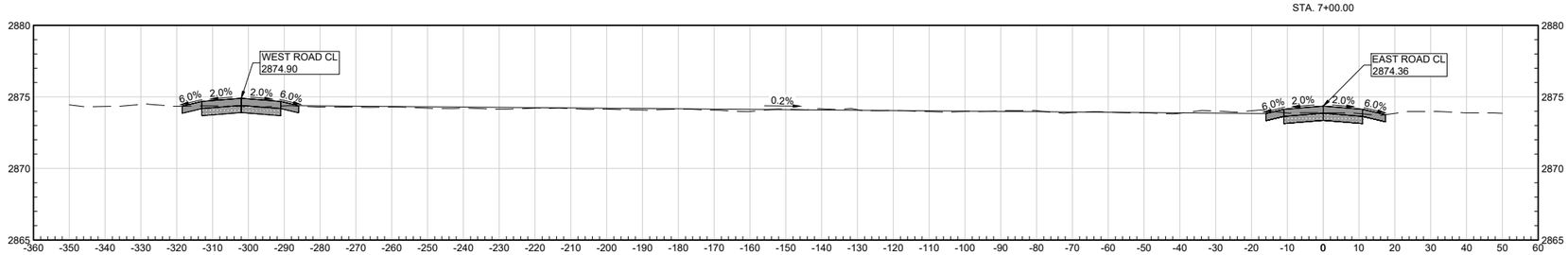
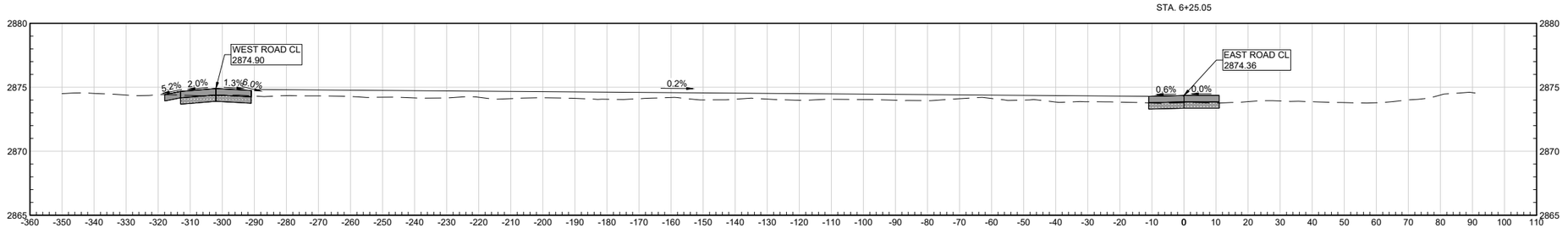
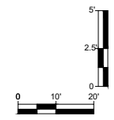






Change to 8" Base not reflected in cross sections





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PROJECT NAME
VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

NO.	DATE	DESCRIPTION	BY
2	3/8/25	Change Order 1	AMS

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	----

SHEET TITLE
CROSS SECTIONS

SHEET NO:
9

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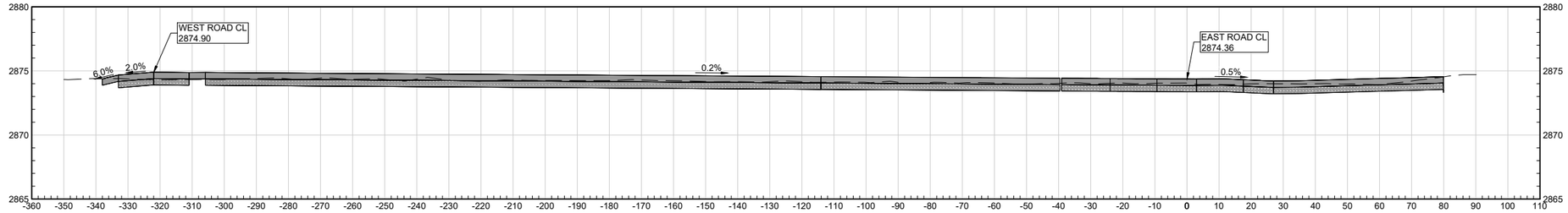

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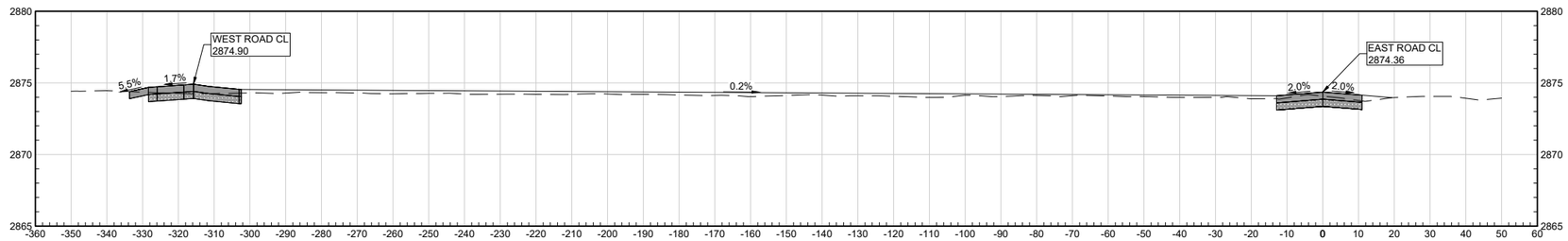

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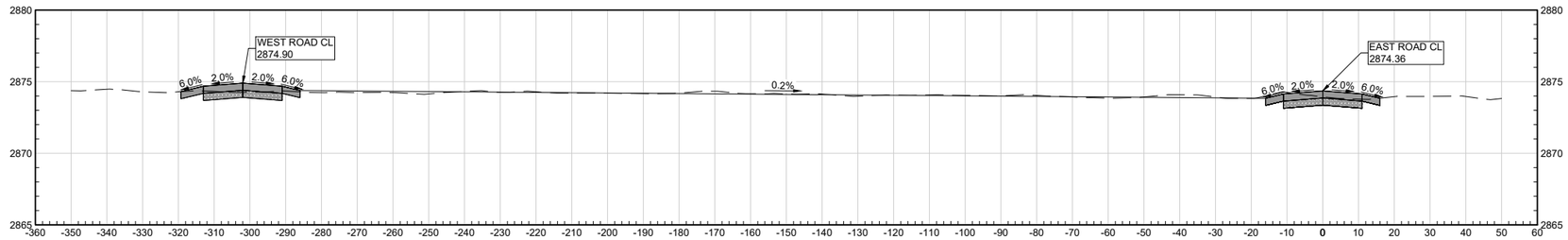

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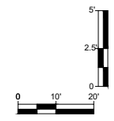

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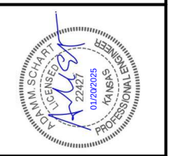

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GARDEN CITY, KS 67846
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CHECKED BY:	AMS
DATE:	----

SHEET TITLE
CROSS SECTIONS

SHEET NO:
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1/9/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\2_Sheets - civil\246307-XS.dwg

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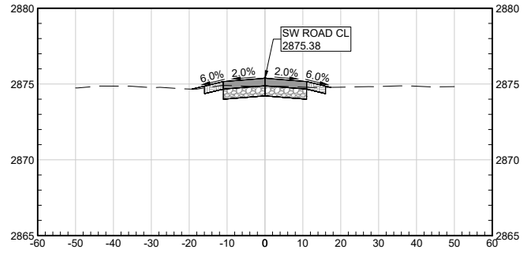

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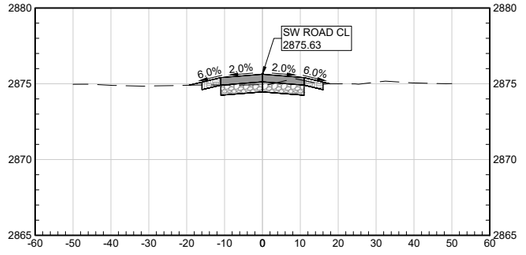

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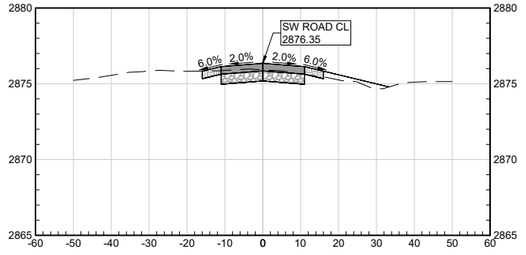

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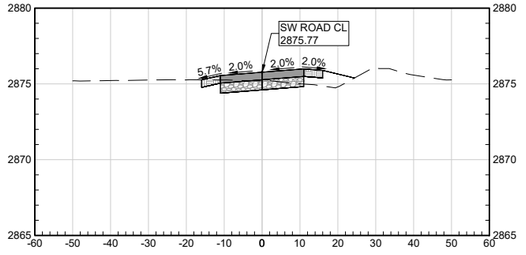

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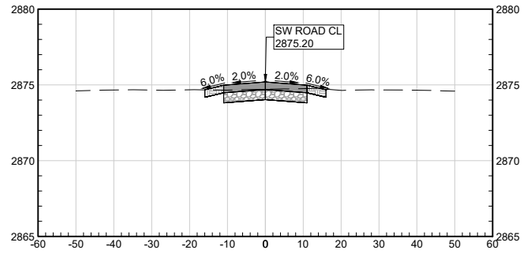

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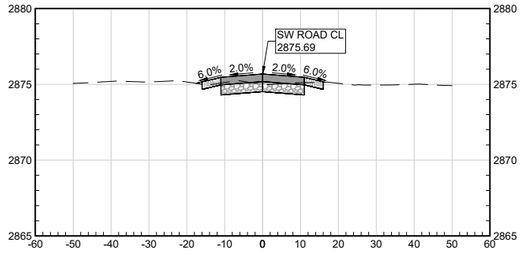

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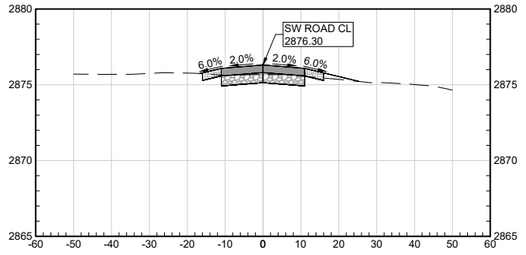

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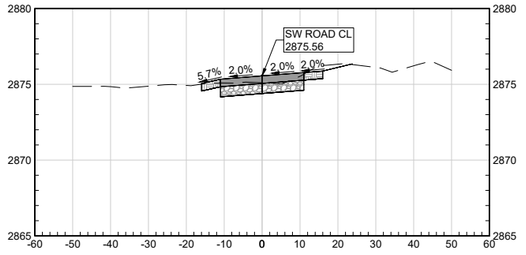

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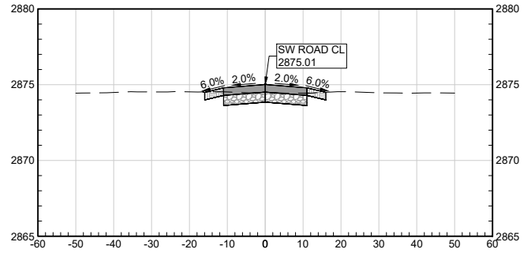

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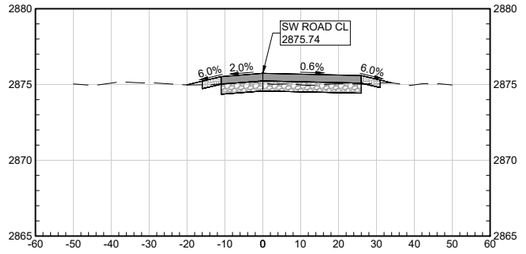

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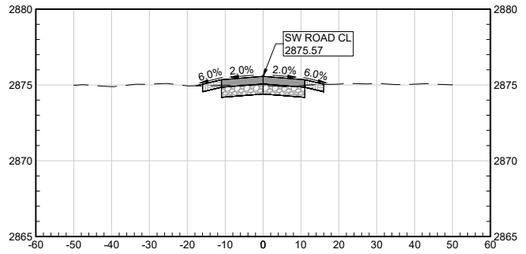

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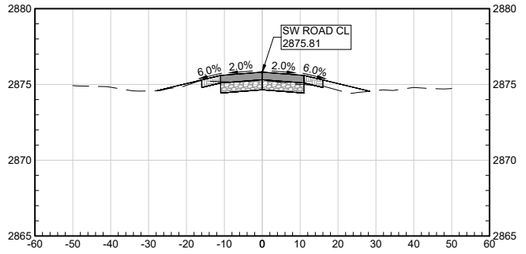

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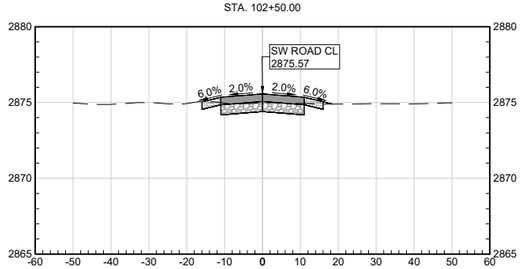

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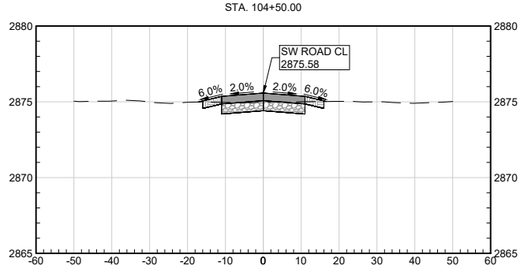

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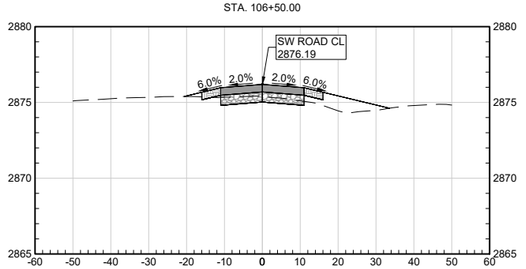

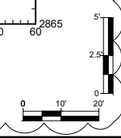

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VALLEYVIEW CEMETERY
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2900 N 3RD STREET
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FINNEY COUNTY

REV.	DATE	DESCRIPTION	BY
1	3/8/25	ADDENDA	AMS
2	7/10/25	CHANGE ORDER 1 ADDITIONAL EXPANSION CHANGE ORDER	AMS
3			

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	7/10/25

SHEET TITLE
CROSS SECTIONS
ADDITIONAL EXP.
AREA

SHEET NO:
10A

7/10/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\2_Sheets - civil\246307-XS.dwg

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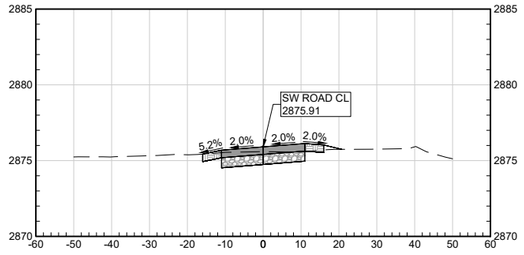

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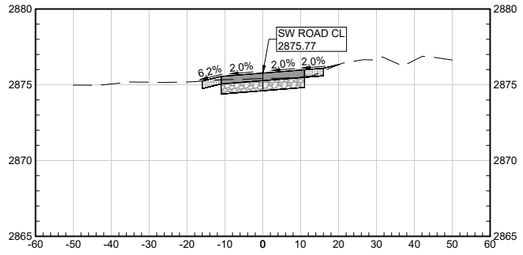

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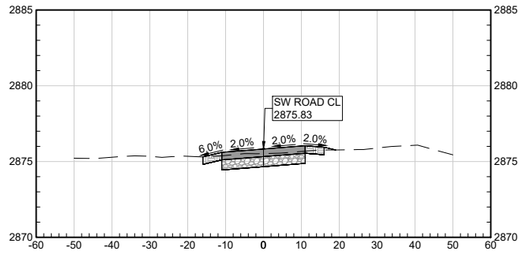

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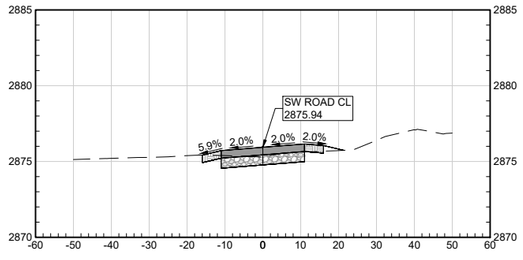

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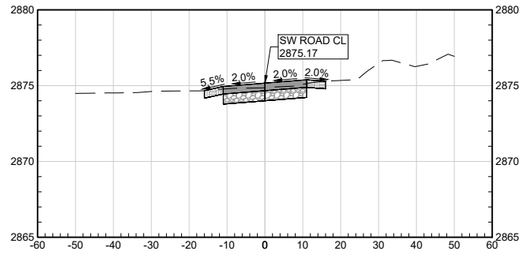

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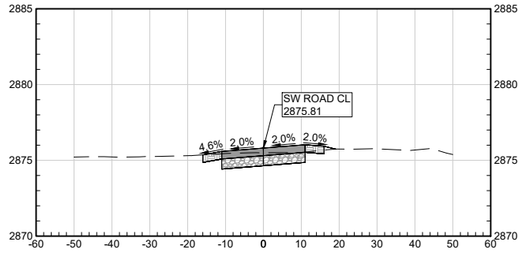

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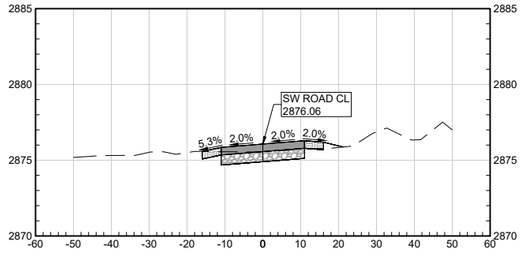

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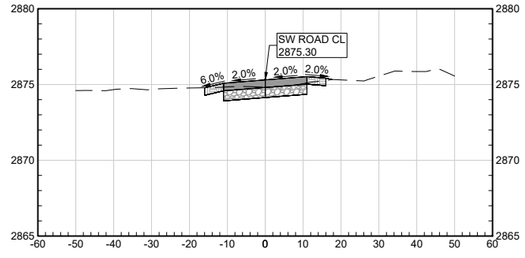

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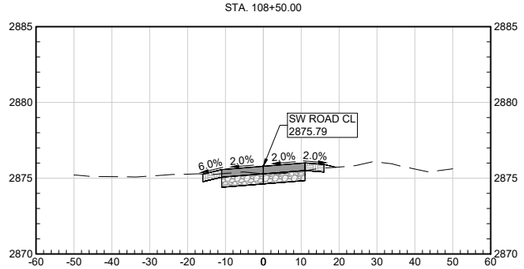

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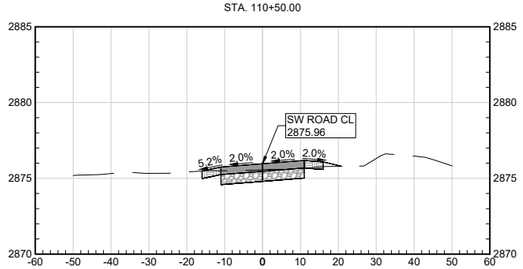

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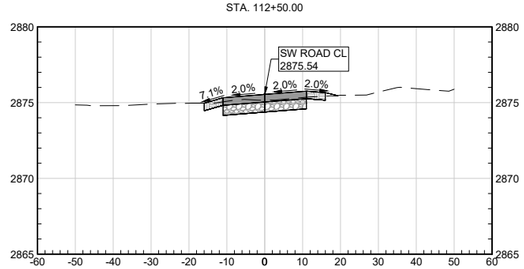

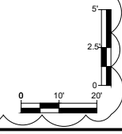

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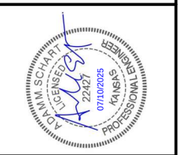


PROJECT NAME

VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

NO.	DATE	DESCRIPTION	BY
1	3/8/25	ADDENDA	AMS
2	7/10/25	CHANGE ORDER 1 ADDITIONAL EXPANSION CHANGE ORDER	AMS
3			

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	7/10/25

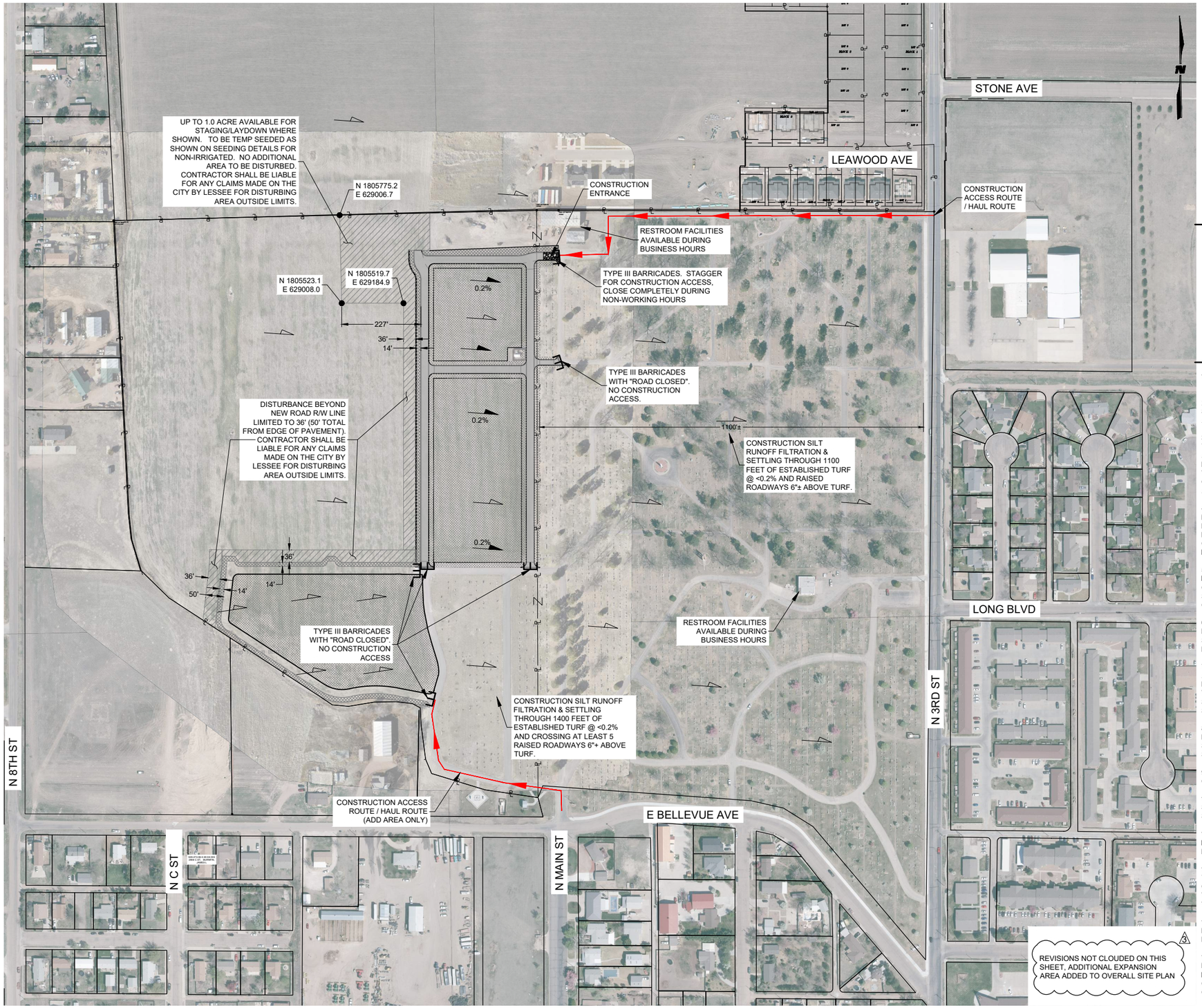
SHEET TITLE

CROSS SECTIONS
ADDITIONAL EXP.
AREA

SHEET NO:

10B

7/10/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\2_Sheets - civil\246307-XS.dwg



SITE LAYOUT AND ACCESS PLAN

SCALE: 1" = 150'

0 75' 150'

LEGEND

- CONSTRUCTION ENTRANCE
- SEEDING - IRRIGATED
- SEEDING - NON-IRRIGATED
- SEEDING - TEMP ONLY
- EXISTING SLOPE DIRECTION
- PROPOSED SLOPE DIRECTION
- TYPE 3 BARRICADE W/ R11-2 ROAD CLOSED SIGN

GENERAL NOTES

CONTRACTOR SHALL ONLY ACCESS THE SITE AS SHOWN. LIQUIDATED DAMAGED MAY BE ASSESSED FOR FAILURE TO ADHERE TO CONSTRUCTION ACCESS ROUTE.

CONTRACTOR MAY CLOSE PORTIONS OF EXISTING CEMETERY ROADS DOWN AS NECESSARY FOR ACTIVE CONSTRUCTION WORK. COORDINATE WITH CEMETERY STAFF SO AS TO NOT INTERFERE WITH FUNERAL SERVICES.

EROSION CONTROL GENERAL NOTES

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBANCE.

2. EXISTING VEGETATION AND TREES SURROUNDING THE DISTURBED AREAS SHALL BE PRESERVED AND PROTECTED AS MUCH AS PRACTICAL TO PROVIDE A NATURAL BUFFER ZONE.

3. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN DUST CONTROL MEASURES TO MINIMIZE WIND BORNE EROSION OF MATERIALS FROM THE PROJECT AREAS. DUST CONTROL MEASURES MAY INCLUDE BUT ARE NOT LIMITED TO PRE-WETTING, WATERING, MULCH, RE-VEGETATION, DRIFT/SILT FENCING, WOODEN LATH SNOW FENCING, GROUND COVERS, SOIL STABILIZERS, COMPACTION TO HARD SURFACE CRUST AND HALTING SOIL DISTURBANCE ACTIVITIES.

4. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION CONTROL MEASURES TO MINIMIZE THE WATER BORNE EROSION OF SEDIMENT FROM THE PROJECT AREA. EROSION CONTROL MEASURES MAY INCLUDE BUT ARE NOT LIMITED TO GROUND COVERS, SOIL STABILIZERS, MULCH, RE-VEGETATION, CONTOUR GRADING, SWALES, BERMS, SEDIMENT PONDS, SEDIMENT/SILT FENCING, AND FILTER FABRICS AND/OR MATERIALS.

5. ADDITIONAL DUST CONTROL AND/OR EROSION CONTROL MEASURES MAY BE REQUIRED DURING CONSTRUCTION DEPENDING ON UNFORESEEN CIRCUMSTANCES AND WEATHER CONDITIONS. ANY ADDITIONAL MEASURES SHALL BE IMPLEMENTED AS DETERMINED IN CONSULTATION WITH THE CONTRACTOR, ENGINEER, AND THE OWNER.

6. CONTRACTOR SHALL MINIMIZE SOIL DISTURBANCE TO THE MAXIMUM EXTENT POSSIBLE. CLEAR AND GRUB WORK SHALL BE PERFORMED IN INCREMENTAL STEPS AS THE WORK PROGRESSES. RE-VEGETATION WORK SHALL ALSO BE PERFORMED IN INCREMENTAL STEPS AS THE WORK IS COMPLETED.

7. CONTRACTOR SHALL PRE-WET THE WORK AREA PRIOR TO SOIL DISTURBANCE AS NECESSARY AND SHALL WATER THE SITE AS NECESSARY TO CONTROL DUST DURING CONSTRUCTION. CONTRACTOR SHALL LEAVE THE SITE IN A WET-DOWN, STABLE CONDITION AT THE END OF EACH WORK DAY. A SUFFICIENT DUST CONTROL WATER SUPPLY AND DUST CONTROL EQUIPMENT SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES.

8. TEMPORARY SEEDING SHALL BE UTILIZED ON AREAS THAT HAVE BEEN DISTURBED BY CONSTRUCTION AND WILL NOT BE PERMANENTLY SEEDED OR STABILIZED FOR 14 DAYS. TEMPORARY SEEDING SHOULD TAKE PLACE AS SOON AS PRACTICAL AFTER THE AREA HAS BEEN DISTURBED.

9. MULCHING CAN BE UTILIZED ALONE IN AREAS WHERE TEMPORARY SEEDING CANNOT BE USED BECAUSE OF THE SEASON OR CLIMATE.

10. TO MINIMIZE TRACKING OF SOIL AND GRAVEL ONTO PAVED STREETS, STABILIZED CONSTRUCTION ENTRANCES AND/OR A CONTRACTOR OPERATED STREET SWEEPER SHALL BE USED TO CONTROL SOIL TRACKING.

11. ALL TRUCKS HAULING IMPORT, EXPORT OR ON SITE MATERIAL SHALL BE EQUIPPED WITH SOUND BEDS, SIDEBOARDS, TAILGATES AND COVERS MAINTAINED IN GOOD WORKING ORDER.

12. CONTRACTOR SHALL PROMPTLY CLEAN UP ANY MATERIAL SPILLED, CARRIED, TRACKED OR ERODED ONTO ADJACENT PROPERTY OR PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEANUP AND REMOVAL OF WATER BORNE AND WIND BORNE MATERIAL WHICH ORIGINATES FROM THE WORK AREA AND IS ATTRIBUTABLE TO THE PROJECT CONSTRUCTION.

13. CONTRACTOR WILL REGULARLY INSPECT ALL STORM WATER CONTROL MEASURES IN PLACE AND MAKE MODIFICATIONS OF CONTROL MEASURES AS PROJECT PROGRESSES TO BEST UTILIZE POLLUTION CONTROL MEASURES.

14. STORM WATER CONTROL MEASURES SHALL REMAIN IN PLACE AND PROPERLY MAINTAINED AT ALL TIMES DURING CONSTRUCTION UNTIL THE SITE IS RE-ESTABLISHED WITH PAVING OR GRASS (75% ESTABLISHED GRASS). CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL STORM WATER CONTROL MEASURES AT THAT TIME.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH SWPPP AND NOI PERMIT, INCLUDING INSPECTIONS AND IMPLEMENTATION. CONTRACTOR SHALL OBTAIN NOI PERMIT OR TAKE OWNERSHIP OF NOI IF OWNER HAS ALREADY OBTAINED. SEE SWPPP AND CONTRACT SUPPLEMENTAL CONDITIONS FOR ADDITIONAL INFORMATION.

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CONSULTANTS

SEAL

ADAM M. SCHARTZ LICENSED PROFESSIONAL ENGINEER KANSAS 22427 07/10/2025

PROJECT NAME
VALLEYVIEW CEMETERY
EXPANSION
2900 N 3RD STREET
GARDEN CITY, KS 67846
FINNEY COUNTY

REV.	DATE	DESCRIPTION	BY
1	3/8/25	ADDENDA	AMS
2	7/10/25	CHANGE ORDER 1	AMS
3		ADDITIONAL EXPANSION CHANGE ORDER	

PROJECT NO:	2400006307
DESIGNED BY:	SLS
DRAWN BY:	SLS
CHECKED BY:	AMS
DATE:	7/10/25

SHEET TITLE
EROSION, SEEDING, AND ACCESS PLAN

SHEET NO:
11

7/10/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\3_Sheets - roadway\246307-EC.dwg

GENERAL NOTES

The entire disturbed area, excepting the paved or surfaced areas, steep rocky slopes and areas of undisturbed native sod or other desirable vegetation shall be fertilized (limed when required), seeded and mulched. Soil preparation shall conform to the Standard Specifications except as noted below.

All borrow areas shown on the plans are to be fertilized, seeded, and mulched. However, operation in borrow areas where crops are growing may be omitted when requested by the owner.

Temporary seeding shall be done during any time of the year that the soil can be cultivated. After the temporary seeding has been completed on the entire project, permanent seeding shall be done during the normal seeding season. ~~If initial seeding takes place during the normal seeding season, temporary seeding shall coincide with permanent seeding. Temporary seeding may not be omitted.~~ 1

If temporary cover has provided stable slopes with no erosion, seed the permanent grasses into the existing cover. If there has been erosion that requires repair prior to seeding, then it may be necessary to regrade the area, resulting in bare ground.

FERTILIZER: A ratio and application rate that equals or exceeds the required minimum rate per acre of N, P O , K O listed in Summary of Seeding Quantities will be acceptable.

MULCHING: Mulch shall be spread uniformly over all disturbed areas and punched in the soil, unless otherwise noted on the plans. The rate of application per acre, thickness in place, for the mulching material is generally as follows:

1.75 – 2.25 Tons per Acre = 1.5" loose depth spread uniformly over acre.

Mulch shall be prairie hay, in accordance with KDOT Spec. 2110, installed per KDOT Spec 905.

Other vegetative mulches are acceptable only with the Engineer's concurrence.

Agricultural products, such as native prairie hay, used for mulching and erosion control practices, excluding wood based mulch, shall meet the North American Weed Free Forage Standards.

The above rate is a guide. It will be at the discretion of the Engineer to determine what rate is sufficient for adequate protection of newly seeded areas.

The amount of mulch and mulch tacking slurry in the quantities is estimated. (Acres of Seeding X 1.5 X 2 Tons/Acre). The estimated quantity includes mulching associated with both temporary and permanent seeding operations. The total mulch and mulch tacking slurry required shall be determined in the field.

SEEDING PERIODS

COOL SEASON March 01 to April 30 and August 15 to Sept. 30	WARM SEASON November 15 to June 1
SPECIES	SPECIES
Bluegrasses	Big Bluestem
Bromegrasses	Blue Grama
Canada Wi l drye	Buffalograss
Fescues	Indiangrass
Prairie Junegrass	Little Bluestem
Ryegrasses	Sand Bluestem
Sterile Wheatgrass	Sand Dropseed
Tall Dropseed	Sand Lovegrass
Western Wheatgrass	Side Oats Grama
	Switchgrass
	Wildflower Mixes

In areas of 1 acre or more, if Cool Season grasses are mixed with Warm Season grasses, seed the area during the Warm Season seeding period.

Alternative seeding times with approval of Engineer or Owner only.

SODDING PERIODS

COOL SEASON March 1 to April 15	WARM SEASON May 15 to September 15
SPECIES	SPECIES
Bluegrass Sod	Buffalograss Sod
Fescue Sod	

SUMMARY OF TEMPORARY SEEDING QUANTITIES 3

P.L.S. RATE/ ACRE		ACRES		BID ITEM	QUANTITY			UNIT
		Original	Add. Area		Original	Add.Area	Total	
150		8.3	4.7	Temporary Fertilizer (16 –20 –00)	1245	705	1950	LB
50		8.3	4.7	Temporary Seed (Annual RyeGrass)	375	235	610	LB
50		8.3	4.7	Temporary Seed (Sterile Wheatgrass)	375	235	610	LB
2 tons / acre		8.3	4.7	Mulching	22.5	14.1	36.6	TON
				Water (Erosion Control)	Subsidiary			

If temporary seed has not already been planted at time of permanent, reduce to only 10 lb/ac of Wheatgrass and no temp fertilizer in Non–Irrigated planted alongside permanent, and no temporary seed or temp fertilizer in Irrigated alongside permanent, unless otherwise directed by Engineer or City.

SUMMARY OF PERMANENT SEEDING QUANTITIES

P.L.S. RATE/ACRE			ACRE						BID ITEM	QUANTITY			UNIT
Irrigated	Non–Irrigated	Temp–Only	Irrigated		Non–Irrigated		Temp–Only						
			Orig	Add	Orig	Add	Orig	Add		Original	Add.Area	New Total	
	100				0.5	0.4			Fertilizer (16 –20 –00)	50*	40	90.0	LB
200			5.8	3.7					Fertilizer (13 –13 –13)	1160	740	1900	LB
305			5.8	3.7					All Pro Team Mates Plus Mix	1830	1130	2960	LB
	4.0				0.5	0.4			Blue Grama Grass Seed (Lovington)	2.0	1.7	3.6	LB
	100				0.5	0.4			Buffalograss Seed (Treated)	50.0	43.0	93.0	LB
									Water (Seeding)	Subsidiary			

*Original plan quantity (100) incorrect, corrected

All disturbed areas shall be seeded, fertilized, and mulched at the listed rate per acre. The acres are estimated.

Seeding areas as shown on plans. Any additional area disturbed to be seeding at Contractor's expense.

Permanent irrigated seeding in expansion area shall not take place until irrigation system is operational.

Non–irrigated seed shall receive a minimum ¼" of water immediately upon mulching. Additional water shall be applied to establish minimum 70% establishment.

Contractor responsible for establishment of healthy grass cover. Bare spots shall be reseeded and watered as necessary. Apply additional weed control as appropriate.

WILSON &COMPANY
1700 EAST IRON AVE.
SALINA, KS 67401
PHONE: 785-827-0433
FAX: 785-827-5949
www.wilsonco.com

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1	3/8/25	ADDENDA	AMS
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PROJECT NO: 2400006307
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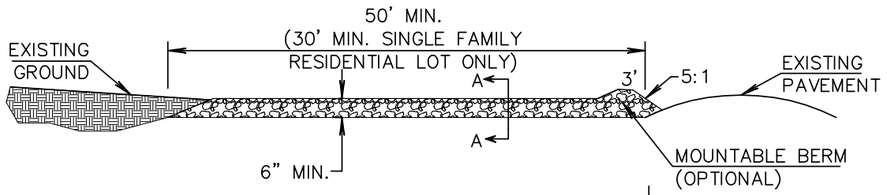
SEEDING

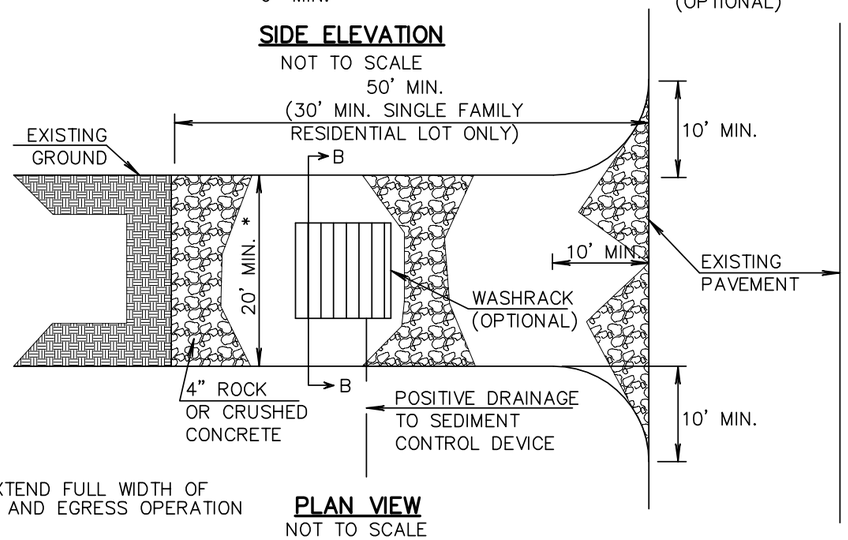
SHEET NO:
12

7/10/2025 W:\Projects\2400006307\3_Disciplines_SHEETS\3_Sheets - roadway\246307-EC.dwg

TEMPORARY CONSTRUCTION ENTRANCE

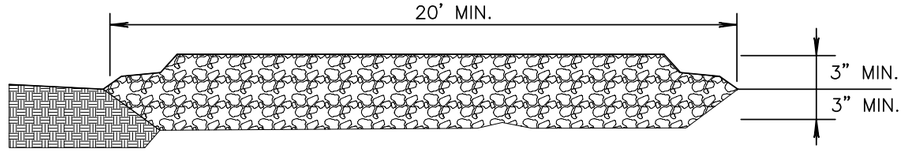


SIDE ELEVATION
NOT TO SCALE

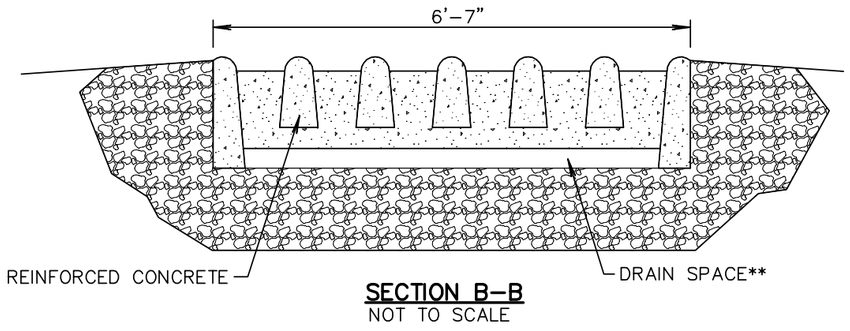


* MUST EXTEND FULL WIDTH OF INGRESS AND EGRESS OPERATION

PLAN VIEW
NOT TO SCALE



SECTION A–A
NOT TO SCALE



SECTION B–B
NOT TO SCALE

**ENSURE POSITIVE DRAINAGE IS PROVIDED TO SEDIMENT CONTROL DEVICE.

TEMPORARY CONSTRUCTION ENTRANCE PAD NOTES:

A) INSTALLATION:

1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS. IF POSSIBLE, LOCATE WHERE PERMANENT ROADS WILL EVENTUALLY BE CONSTRUCTED.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. IF SLOPE TOWARDS THE PUBLIC ROAD EXCEEDS 2%, CONSTRUCT A 6 TO 8–INCH HIGH RIDGE WITH 3H:1V SIDE SLOPES ACROSS THE FOUNDATION APPROXIMATELY 15 FEET FROM THE EDGE OF THE PUBLIC ROAD TO DIVERT RUNOFF.
4. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES ALONG PUBLIC ROADS.
5. PLACE ROCK OR CRUSHED CONCRETE TO DIMENSIONS AND GRADE AS SHOWN ON PLANS. LEAVE SURFACE SMOOTH AND SLOPED FOR DRAINAGE.
6. DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE.
7. CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH RECIEVING SEDIMENT CONTROL DEVICE.
8. SEE ESC 3–STANDARD SPECIFICATION, SUBSECTION 4.13 (STABILIZED PAD)

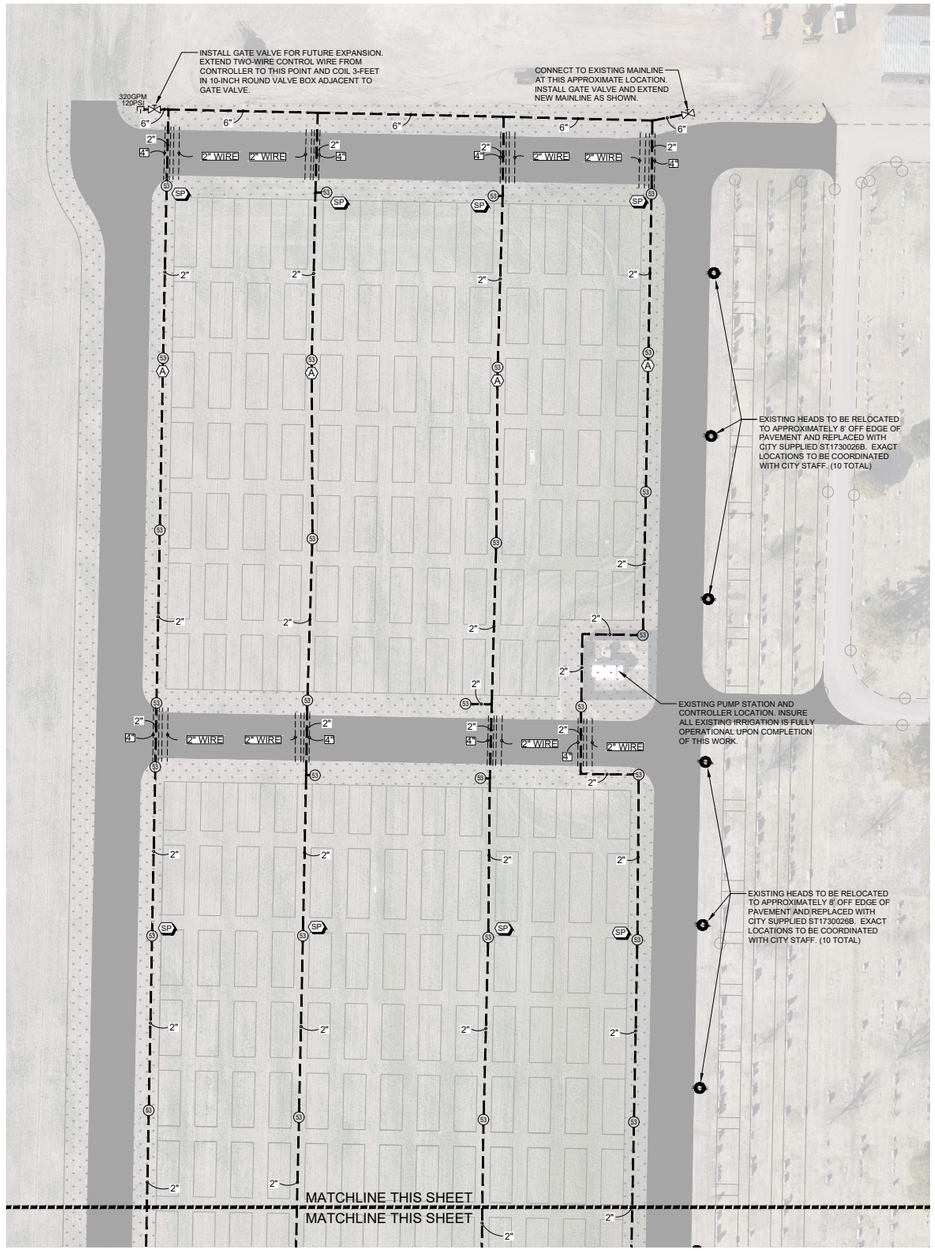
B) TROUBLESHOOTING:

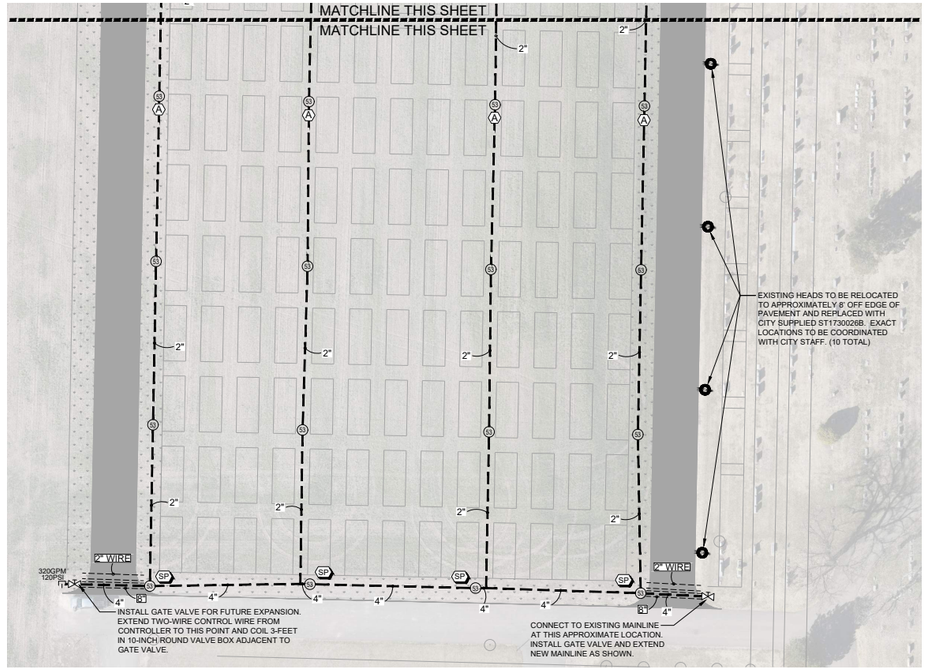
1. CONSULT WITH A QUALIFIED DESIGN PROFESSIONAL IF ANY OF THE FOLLOWING OCCUR:
   a. INADEQUATE RUNOFF CONTROL TO THE EXTENT THAT SEDIMENT WASHES ONTO PUBLIC ROAD – INSTALL DIVERSIONS OR OTHER RUNOFF CONTROL MEASURES.
   b. SMALL ROCK OR CRUSHED CONCRETE, THIN PAD, OR ABSENCE OF GEOTEXTILE FABRIC RESULTS IN RUTS AND MUDDY CONDITIONS AS ROCK OR CRUSHED CONCRETE IS PRESSED INTO SOIL – INCREASE ROCK OR CRUSHED CONCRETE SIZE OR PAD THICKNESS OR ADD GEAOTEXTILE FABRIC.
   c. PAD TOO SHORT FOR HEAVY CONSTRUCTION TRAFFIC – EXTEND PAD BEYOND THE MINIMUM 50–FOOT LENGTH AS NECESSARY.

C) INSPECTION AND MAINTENANCE:

1. INSPECT ROCK PAD AND SEDIMENT DISPOSAL AREA WEEKLY AND AFTER 1/2–INCH OR GREATER STORM EVENTS.
2. RESHAPE PAD AS NEEDED FOR PROPER DRAINAGE AND RUNOFF CONTROL.
3. TOPDRESS WITH CLEAN 4–INCH ROCK OR CRUSHED CONCRETE AS NEEDED.
4. IMMEDIATELY REMOVE MUD OR SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROAD. REPAIR ANY BROKEN ROAD PAVEMENT IMMEDIATELY.
5. REMOVE ALL TEMPORARY ROAD MATERIALS FROM AREAS WHERE PERMANENT VEGETATION WILL BE ESTABLISHED.

CITY OF GARDEN CITY, KANSAS PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION	
TEMPORARY CONSTRUCTION ENTRANCE	
City Engineer STEVEN F. COTTRELL, P.E.	Date: 01–21–08
Revisions	Dr. No.: ESC–3.0





IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
S3	HUNTER G885-E-53-P8 53 WITH WEATHERTRAK WT2W-H20-1VD DECODER AND HSJ-3-3-O-2-12 SWING JOINT	45

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	ISOLATION GATE VALVE - 4" & 6" 10RT11 PUSH ON	4
A	BERMAD IR-2-C30 AIR RELIEF VALVE	8
	CAP FOR FUTURE USE CAP AT THE MAINLINE OR LATERAL LINE FOR FUTURE USE. THE PRESSURE AND FLOW PROVIDED TO THAT LOCATION ARE INDICATED NEXT TO THE CAP SYMBOL.	2
SP	WEATHERTRAK WT2W-H2O-SA SURGE PROTECTION	12
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2" SOLVENT WELD WITH 2" SCHEDULE 40 SERVICE TEES AT V/H HEADS	3,703 L.F.
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 4" RUBBER GASKETED WITH HARCO DUCTILE IRON FITTINGS AND RESTRAINTS, USE 4"X2" D.I. SADDLES AT V/H HEADS	356.8 L.F.
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 6" RUBBER GASKETED WITH HARCO DUCTILE IRON FITTINGS AND RESTRAINTS, USE 6"X2" D.I. SADDLES AT V/H HEADS	302.1 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 2"	282.7 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 4"	221.1 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 8"	63.3 L.F.

Valve Callout
Valve Number
Valve Flow
Valve Size

IRRIGATION NOTES

1. IRRIGATION SYSTEM DESIGN BASED ON 320 GPM AT 120 PSI AT EACH POINT OF CONNECTION.
2. IRRIGATION DESIGN IS FROM THE POINT OF CONNECTION (POC) ONLY. THE DESIGN IS BASED ON GALLONS PER MINUTE (GPM) AND POUNDS PER SQUARE INCH (PSI) FURNISHED BY OTHERS.
3. IRRIGATION CONTRACTOR IS TO 'VERIFY POINT OF CONNECTION IN THE FIELD. INSTALLER IS TO CONFIRM THE MINIMUM DISCHARGE REQUIREMENTS OF THE POINT OF CONNECTION AS INDICATED ON THE LEGEND PRIOR TO INSTALLATION.
4. THE PRESSURE REQUIREMENT AT THE POINT OF CONNECTION IS BASED ON NO MORE THAN 5-FEET OF ELEVATION CHANGE IN THE AREAS OF IRRIGATION.
5. ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ACCORDING TO LOCAL BUILDING, ELECTRICAL AND PLUMBING CODES.
6. IRRIGATION CONTRACTOR WILL ARRANGE INSPECTIONS REQUIRED BY LOCAL AGENCIES AND ORDINANCES DURING THE COURSE OF CONSTRUCTION AS REQUIRED. ALL WIRING TO BE PER LOCAL CODE. BACKFLOW PREVENTION PER LOCAL CODE.
7. LOCATION OF IRRIGATION COMPONENTS SHOWN ON DRAWINGS IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE. FINAL LOCATION OF ALL IRRIGATION TO BE COORDINATED WITH CITY STAFF.
8. ALL SPRINKLER HEADS SHALL BE INSTALLED PERPENDICULAR TO FINISH GRADES, EXCEPT AS OTHERWISE INDICATED.
9. INSTALL IRRIGATION MAINS WITH A MINIMUM 24" OF COVER BASED ON FINISH GRADES. INSTALL IRRIGATION LATERALS WITH A MINIMUM 18" OF COVER BASED ON FINISH GRADES.
10. PIPE LOCATIONS ARE DIAGRAMATIC. VALVES AND MAINLINE SHOWN IN PAVED AREAS ARE FOR GRAPHIC CLARITY ONLY.
11. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH PIPE SIZES AS INDICATED.
12. ALL WIRE SPLICES OR CONNECTIONS SHALL BE MADE WITH APPROVED WATERPROOF WIRE CONNECTORS AND TO DONE IN VALVE-IN-HEAD SPRINKLER OR IN 10-INCH ROUND VALVE BOX.
13. ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE MAXI WIRE 12 GAUGE 2-WIRE, UL APPROVED DIRECT BURY.
14. THE DESIGN IS BASED ON THE SITE INFORMATION AND/OR DRAWING SUPPLIED WITH THE DESIGN CRITERIA BEING SET(AREA TO BE IRRIGATED, EQUIPMENT MANUFACTURER AND MODEL TO BE USED, WATER SOURCE INFORMATION, ELECTRICAL POWER AVAILABILITY , ETC...). SiteOne LANDSCAPE SUPPLY BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS IN DESIGN OR INSTALLATION THAT ARISE DUE TO INACCURACIES IN THE ABOVE REFERENCED INFORMATION SUPPLIED TO SiteOne LANDSCAPE SUPPLY IN RELATION TO THIS PROJECT, UNLESS OTHERWISE NOTED.
15. FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS FOR TWO-WIRE DECODER AND GROUNDING INSTALLATION.
16. Heads in alleys (between lots) to be located in middle of alley; heads along roads to be placed 8' off edge of roadway, unless otherwise directed by City. Contractor responsible for staking for proper locations.
17. All sleeves under roadways shall be installed prior to pavement base and pavement surfacing.

SCALE: 1" = 30' - 0"
0' 15' 30' 60'

NOT FOR CONSTRUCTION
THIS DRAWING IS A COVERAGE PLAN FOR ESTIMATING PURPOSES **ONLY**. THIS IS **NOT** A FINAL DESIGN AND IS **NOT** TO BE USED FOR INSTALLATION. THIS IS SUBJECT TO CHANGE UPON FINAL LANDSCAPE AND SITE DESIGN.

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SiteOne™ Project Services

Project Name:
VALLEY VIEW CEMETERY PHASE 2

GARDEN CITY, KS

Customer Name:

Design Date: 01/10/25

Drawn By: Ryan Blumenshine

PLAN SIGN-OFF

Description	Date	Initials
Specs/Plans Review	01/10/2025	RBB
DRF Review	01/10/2025	RBB
Final Design Review	01/10/2025	RBB

REVISIONS

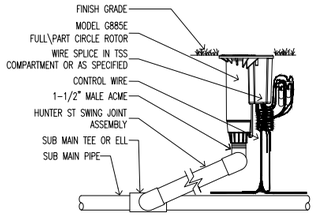
Description	Date
1	
2	
3	
4	
5	
6	

Drawing Title:
IRRIGATION PLAN

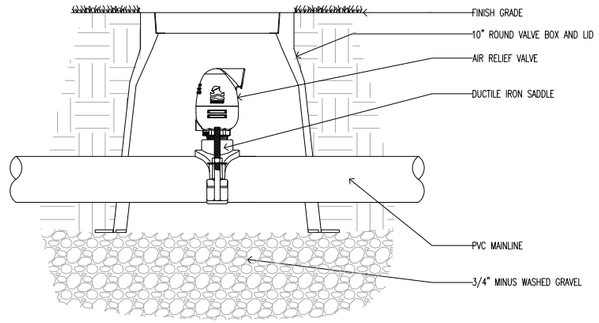
Drawing Scale: 1" = 30'

PS Project Number: 371665

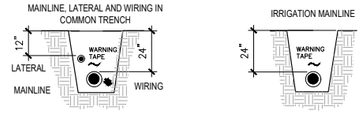
Sheet Number:
IR-1



A G885E GEARED ROTOR
SCALE: NTS

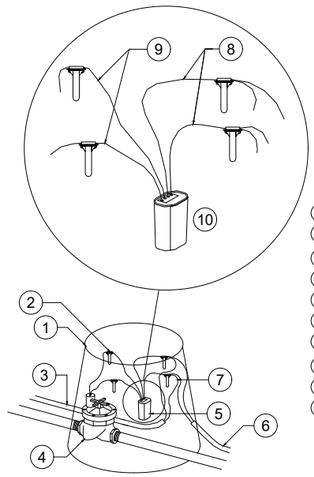


B AIR RELIEF VALVE
SCALE: NTS



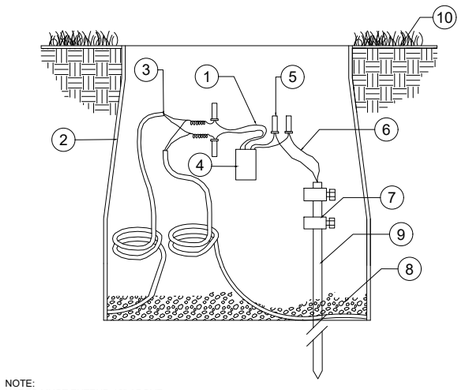
C TYPICAL TRENCHING DETAIL
SCALE:NTS

NOTES:
1. ALL MAINLINE PIPING TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION SPECIFICATIONS.
2. ROUTE TRENCH MINIMUM 6 FEET FROM ANY TREE PLANTING AND OUTSIDE THE DRIP LINE OF EXISTING TREES.
3. BACK FILL MATERIAL TO BE FREE OF ALL DEBRIS AND ROCKS LARGER THAN 3/4-INCH IN DIAMETER.



1. VALVE BOX
2. SPLICE (WHITE)
3. TWO-WIRE PATH
4. STATION CONTROL VALVE
5. TWO-WIRE STATION DECODER
6. TWO-WIRE PATH
7. SPLICE (BLUE)
8. WHITE WIRES TO VALVE SOLENOID
9. BLUE WIRES CONNECT TO TWO-WIRE PATH
10. LABEL DECODER WITH STATION NUMBER

D WEATHERTRAK TWO-WIRE DECODER WIRING DETAIL
NTS

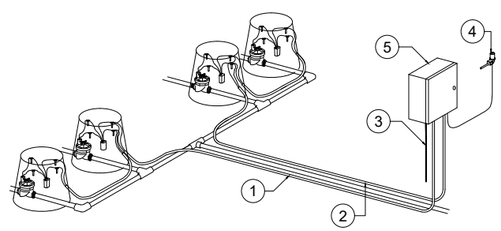


NOTE:
WIRES MUST EXTEND 12" ABOVE VALVE BOX FOR SERVICE.

THE WT2W-H2O-SA SHOULD BE INSTALLED IN EACH OF THE FOLLOWING SCENARIOS:
1. NEAR THE WEATHERTRAK TWO-WIRE CONTROLLER: THE WT2W-H2O-SA SHOULD BE SPLICED INTO EACH TWO-WIRE PATH IMMEDIATELY AFTER THE CONTROLLER IN THE CLOSEST LOCATION THAT THE WT2W-H2O-SA CAN PROPERLY BE GROUNDED; THIS PROVIDES SURGE PROTECTION FOR THE WEATHERTRAK TWO-WIRE CONTROLLER.
2. ALONG TWO-WIRE PATH: THE WT2W-H2O-SA SHOULD BE SPECIFIED INTO THE TWO-WIRE PATH EVERY 500 FT OR EVERY 5 DECODERS, WHICHEVER IS SMALLER, AND AT THE END OF ANY TWO-WIRE PATH BRANCH LONGER THAN 25 FT.
3. AT THE END OF THE TWO-WIRE PATH: THE WT2W-H2O-SA SHOULD BE INSTALLED AT THE END OF EACH TWO-WIRE PATH BRANCH 25 FT OR LONGER WHEN USING A STAR CONFIGURATION.

1. BLUE WIRES TO TWO-WIRE COMMUNICATION PATH
2. VALVE BOX
3. TWO-WIRE COMMUNICATION PATH
4. WT2W-H2O-SA SURGE ARRESTOR
5. 3M DBR/Y -6 SPLICE
6. GROUND WIRE OF WT2W-H2O-SA CONNECTED TO GROUND ROD USING BRASS CLAMPS
7. BRASS CLAMPS
8. GRAVEL
9. 5/8" DIA. X8 COPPER CLAD GROUND ROD DRIVEN INTO GROUND WITH TOP OF ROD A MIN OF 6" BELOW GRADE. 50 OLMS OR LESS.
10. FINISHED GRADE

E WEATHERTRAK TWO-WIRE LINE SURGE PROTECTOR INSTALLATION DETAIL
NTS



NOTES:
- A. ALL WIRE SPLICING SHALL BE MADE WITH APPROVED CONNECTIONS.
- B. MAKE ALL WIRE SPLICES IN VALVE BOXES.
- C. LEAVE A MINIMUM OF 12" EXTRA WIRE AT ALL SPLICE POINTS.
- D. MAXIMUM DISTANCE FROM DECODER TO VALVE = 150 FT.
- E. MAXIMUM WIRE LENGTH = 10,200 FT.
- F. WIRE LENGTHS INCLUDE MASTER VALVE AND #12/2 WIRE

1. WIRE PATH #1
2. WIRE PATH #2
3. 120 VAC POWER
4. RAIN SENSOR
5. CONTROLLER SHOWN AS REFERENCE ONLY

DECODER & SENSOR LOAD COUNT	MAXIMUM CONCURRENT VALVES - #12 WIRE						
	WIRE LENGTH (FT)						
	1000-3000	4000	5000	6000	7000	8000
100	15	14	13	8	6	4
90	15	15	14	9	7	5
80	15	15	15	10	8	6
70	15	15	15	11	9	7
60	15	15	15	12	10	8
50	15	15	15	13	11	9
40	15	15	15	14	12	10
30	15	15	15	15	13	11
20	15	15	15	15	14	12
10	15	15	15	15	15	13

F WEATHERTRAK TWO-WIRE - 2 (TWO) WIRE PATHS EXAMPLE
NTS

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SiteOne™ Project Services

Project Name:
VALLEY VIEW CEMETERY PHASE 2

GARDEN CITY, KS

Customer Name:

Design Date: 01/10/25

Drawn By: Ryan Blumenshine

PLAN SIGN-OFF

Description	Date	Initials
Specs/Plans Review	01/10/2025	RBB
DRF Review	01/10/2025	RBB
Final Design Review	01/10/2025	RBB

REVISIONS

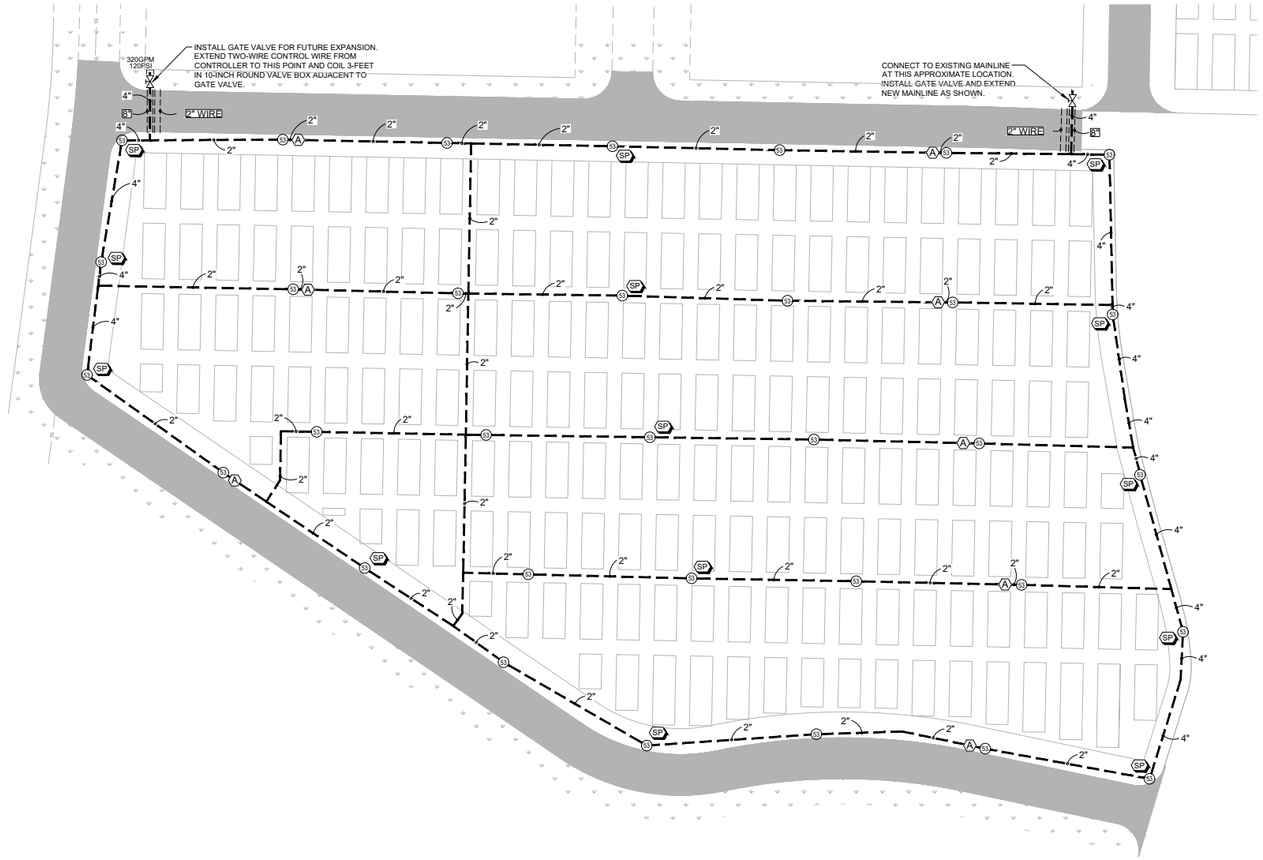
Description	Date
1	
2	
3	
4	
5	
6	

Drawing Title:
IRRIGATION DETAILS

Drawing Scale: NTS

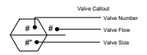
PS Project Number: 371665

Sheet Number:
IR-2



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER G885-E-53-PB 53 WITH WEATHERTRAK WT2W-H20-1VD DECODER AND HSJ-3-3-O-2-12 SWING JOINT	33
SYMBOL	**MANUFACTURER/MODEL/DESCRIPTION**	**QTY**
	ISOLATION GATE VALVE - 4" & 6" 10RT11 PUSH ON	2
A	BERMAD IR-2-C30 AIR RELIEF VALVE	8
X X	CAP FOR FUTURE USE CAP AT THE MAINLINE OR LATERAL LINE FOR FUTURE USE. THE PRESSURE AND FLOW PROVIDED TO THAT LOCATION ARE INDICATED NEXT TO THE CAP SYMBOL.	1
SP	WEATHERTRAK WT2W-H2O-SA SURGE PROTECTION	14
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2" SOLVENT WELD WITH 2" SCHEDULE 40 SERVICE TEES AT VIH HEADS	2,835 L.F.
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 4" RUBBER GASKETED WITH HARCO DUCTILE IRON FITTINGS AND RESTRAINTS, USE 4"X2" D.I. SADDLES AT VIH HEADS	592.6L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 2"	282.7 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 4"	221.1 L.F.



IRRIGATION NOTES

1. IRRIGATION SYSTEM DESIGN BASED ON 320 GPM AT 120 PSI AT EACH POINT OF CONNECTION.
2. IRRIGATION DESIGN IS FROM THE POINT OF CONNECTION (POC) ONLY. THE DESIGN IS BASED ON GALLONS PER MINUTE (GPM) AND POUNDS PER SQUARE INCH (PSI) FURNISHED BY OTHERS.
3. IRRIGATION CONTRACTOR IS TO VERIFY POINT OF CONNECTION IN THE FIELD. INSTALLER IS TO CONFIRM THE MINIMUM DISCHARGE REQUIREMENTS OF THE POINT OF CONNECTION AS INDICATED ON THE LEGEND PRIOR TO INSTALLATION.
4. THE PRESSURE REQUIREMENT AT THE POINT OF CONNECTION IS BASED ON NO MORE THAN 5-FEET OF ELEVATION CHANGE IN THE AREAS OF IRRIGATION.
5. ALL PRODUCTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ACCORDING TO LOCAL BUILDING, ELECTRICAL AND PLUMBING CODES.
6. IRRIGATION CONTRACTOR WILL ARRANGE INSPECTIONS REQUIRED BY LOCAL AGENCIES AND ORDINANCES DURING THE COURSE OF CONSTRUCTION AS REQUIRED. ALL WIRING TO BE PER LOCAL CODE. BACKFLOW PREVENTION PER LOCAL CODE.
7. LOCATION OF IRRIGATION COMPONENTS SHOWN ON DRAWINGS IS APPROXIMATE. ACTUAL PLACEMENT MAY VARY SLIGHTLY AS REQUIRED TO ACHIEVE FULL, EVEN COVERAGE. FINAL LOCATION OF ALL IRRIGATION TO BE COORDINATED WITH CITY STAFF.
8. ALL SPRINKLER HEADS SHALL BE INSTALLED PERPENDICULAR TO FINISH GRADES, EXCEPT AS OTHERWISE INDICATED.
9. INSTALL IRRIGATION MAINS WITH A MINIMUM 24" OF COVER BASED ON FINISH GRADES. INSTALL IRRIGATION LATERALS WITH A MINIMUM 18" OF COVER BASED ON FINISH GRADES.
10. PIPE LOCATIONS ARE DIAGRAMATIC. VALVES AND MAINLINE SHOWN IN PAVED AREAS ARE FOR GRAPHIC CLARITY ONLY.
11. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH PIPE SIZES AS INDICATED.
12. ALL WIRE SPLICES OR CONNECTIONS SHALL BE MADE WITH APPROVED WATERPROOF WIRE CONNECTORS AND TO DONE IN VALVE-IN-HEAD SPRINKLER OR IN 10-INCH ROUND VALVE BOX.
13. ALL CONTROL WIRING DOWNSTREAM OF THE CONTROLLER IS TO BE MAXI WIRE 12 GAUGE 2-WIRE, UL APPROVED DIRECT BURY.
14. THE DESIGN IS BASED ON THE SITE INFORMATION AND/OR DRAWING SUPPLIED WITH THE DESIGN CRITERIA BEING SET(AREA TO BE IRRIGATED, EQUIPMENT MANUFACTURER AND MODEL TO BE USED, WATER SOURCE INFORMATION, ELECTRICAL POWER AVAILABILITY, ETC...). SiteOne LANDSCAPE SUPPLY BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY ERRORS IN DESIGN OR INSTALLATION THAT ARISE DUE TO INACCURACIES IN THE ABOVE REFERENCED INFORMATION SUPPLIED TO SiteOne LANDSCAPE SUPPLY IN RELATION TO THIS PROJECT, UNLESS OTHERWISE NOTED.
15. FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS FOR TWO-WIRE DECODER AND GROUNDING INSTALLATION.
16. Heads in alleys (between lots) to be located in middle of alley; heads along roads to be placed 8' off edge of roadway, unless otherwise directed by City. Contractor responsible for staking for proper locations.
17. All sleeves under roadways shall be installed prior to pavement base and pavement surfacing.

SCALE: 1" = 30' - 0"

0' 15' 30' 60'

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SiteOne™ Project Services

Project Name:

VALLEY VIEW CEMETERY PHASE 3

GARDEN CITY, KS

Customer Name:

Design Date: 07/14/25

Drawn By: Ryan Blumenshine

PLAN SIGN-OFF

Description	Date	Initials
Specs/Plans Review	07/14/2025	RBB
DRF Review	07/14/2025	RBB
Final Design Review	07/14/2025	RBB

REVISIONS

Description	Date
1	
2	
3	
4	
5	
6	

Drawing Title:

IRRIGATION PLAN

Drawing Scale: 1" = 30'

PS Project Number: 389339

Sheet Number:

IR-3




Future
Original
Project
2,207 Plots
Proposed
Additional
Expansion
1,464 Plots

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Tyler Patterson, Public Works Operations Manager
DATE: August 19, 2025
RE: Finney County Landfill Agreement Renewal

ISSUE:
The Governing Body is asked to consider and approve the agreement for solid waste disposal service between the City of Garden City and the Finney County Landfill, Inc. a subsidiary of Waste Connections, Inc.

BACKGROUND:
The Finney County Landfill, Inc., is the primary waste disposal provider for the City of Garden City. They have been a good, reliable partner to work with and also waive the fees during our spring and fall city-wide cleanups.

On August 17, 2010, the Governing Body approved a 15-year agreement between the City of Garden City and Waste Connections, which manages the Finney County Landfill. That agreement provided a rate increase schedule, with six rate increases over the 15 year term and expires on September 1, 2025.

The current disposal rate will continue until January 1, 2028 and increase by 4% every three years thereafter. If approved, the new agreement will commence August 1, 2025, and expire September 1, 2040.

ALTERNATIVES:
1. The Governing Body may approve the 15-year waste disposal agreement with the Finney County Landfill, Inc. a subsidiary of Waste Connections, Inc.
2. The Governing body may choose not to approve the 15-year waste disposal agreement between the Finney County Landfill, Inc. a subsidiary of Waste Connections, Inc. and re-direct staff.

RECOMMENDATION:
Staff recommends the Governing Body approve the 15-year waste disposal agreement with the Finney County Landfill, Inc. a subsidiary of Waste Connections, Inc.

FISCAL NOTE:
The Solid Waste Landfill Charge account (55157571-5434) will continue to be used to pay the monthly landfill charges. Revenue from solid waste collection will continue to offset these costs and will be included in future rate considerations.

ATTACHMENTS:

2010 SW LANDFILL AGREEMENT
2025 SW LANDFILL AGREEMENT

WASTE CONNECTIONS INC.
Connect with the Future

DISPOSAL SERVICE AGREEMENT

This Disposal Service Agreement (this "Agreement") is entered into as of the 17 Day of Aug 2010, by and between the City of Garden City, Kansas, a municipal corporation with an office at 301 N. 8th St., Garden City, Kansas (hereinafter referred to as "Customer"), and Finney County Landfill, Inc., a subsidiary of Waste Connections Inc., with an office at 1250 S Raceway Rd., Garden City, Kansas (hereinafter referred to as "FCL")

ARTICLE I
DESIGNATED WASTES

During the term of this Agreement, subject to any periodic quantity or other limitation imposed by applicable federal, state, local or administrative law, rule, regulation, ordinance, permit (including, but not limited to, FCL's municipal solid waste permit with the Kansas Department of Health and Environment("KDHE")) or otherwise, FCL shall receive and dispose of all the solid waste, excluding radioactive, volatile, highly flammable, liquid, explosive, toxic, infectious, pathological or hazardous waste ("Solid Waste"), delivered by Customer to the Finney County Landfill (the "Disposal Site"), and Customer shall deliver all of the Solid Waste it collects, or contracts with third parties to have collected, to the Disposal Site. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state and local law.

Where requested by FCL, Customer shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide FCL in advance, with a representative sample of the Solid Waste to be disposed at the Disposal Site and a detailed written physical and chemical analysis of the Solid Waste, including a listing of unique chemical characteristics and safety procedures, if any, that would be of material significance to the handling of such Solid Waste (together, a "Waste Profile"). Customer shall promptly furnish to FCL any information regarding known, suspected, or planned changes in composition of such Solid Waste, and Customer shall update the applicable Waste Profile accordingly. Customer warrants that all Solid Waste specified in a Waste Profile and delivered to FCL shall conform to the description set forth on the Waste Profile.

ARTICLE II
TITLE

Title to the Solid Waste delivered by Customer to the Disposal Site shall be transferred to and vest in FCL at the time the Solid Waste is fully unloaded at the working face of the Disposal Site

Agreement, such notice of termination to provide for a termination date not sooner than 120 days from the date of such notice. FCL's right to termination shall be exercised if at all within the 30 day period following the 30-day negotiation period.

ARTICLE V
CITY CLEAN-UP PROGRAM

Customer holds two citywide clean-ups per year; the two weeks in April and the first two weeks in October, weather permitting. Customer will give at least a two-week written notice notifying FCL of the dates for the clean-ups.

During the term of this Agreement, FCL agrees to waive its landfill gate rate, excluding the state and county's tipping fees, for the two citywide clean-ups per year. Customer is not requesting and FCL shall not be required to waive the rates for White Goods and/or Waste Tire Disposal Rates.

ARTICLE VI
TERM AND TERMINATION

The effective date of this Agreement is 8/17 ..... 2010 (the "Effective Date"). The term of this Agreement shall run for a period of fifteen (15) years from the Effective Date, unless sooner terminated by the written consent from both parties, or as a result of an Event of Default, as defined below. After the completion of the fifteen (15) years, said contract will continue be in effect unless either party provides a notice of termination. The termination shall be exercised no earlier than 60 days after the notice of termination has been given. All rate adjustments will follow the established schedule of four percent increases every three years as described in Exhibit A.

It shall constitute an "Event of Default" under this Agreement if either party breaches this Agreement or defaults in the performance of any of its obligations contained herein, and such breach or default shall continue for a period of thirty (30) days (ten (10) days in the event of nonpayment of amounts due and owing by Customer) after the breaching/defaulting party's receipt of written notice from the other party specifying such breach or default and requiring it to be remedied; provided, however, that if any such breach or default (except the nonpayment of amounts due and owning by Customer) cannot with due diligence be remedied by the breaching/defaulting party within such thirty (30) days, and such party commences to remedy such breach or default within such thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such breach of default shall be extended so long as the breaching/defaulting party prosecutes such remedy with reasonable diligence, but in no event beyond sixty (60) days after receipt of the default notice. Following the occurrence of any Event of Default, the non-breaching party/defaulting party may terminate this Agreement and/or exercise any other remedy it may have under this Agreement, applicable law and principles of equity.

This Agreement constitutes the entire understanding between FCL and Customer with respect to Customer's disposal of Solid Waste at the Disposal Site, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by FCL and Customer.

ARTICLE XII
MISCELLANEOUS

Savings Clause. Invalidation of all or any portion of the provisions herein contained by law, judgment, or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Waivers. One or more waivers of any covenant or agreement contained herein by a party shall not be constructed as a wavier of a further breach of the same.

Captions. The captions and Article headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one agreement binding on the parties hereto. Facsimile copies of signature pages shall be deemed originals.

Governing Law. This Agreement shall be governed by the laws of the State of Kansas, without regard to that state's conflicts of laws jurisprudence.

Attorneys Fees. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover reasonable attorneys fees and costs.

[Signature Page Follows]

EXHIBIT A

RATES FOR SOLID WASTE DISPOSAL

Current Rate: The current rate for disposal is $39.59 per ton. This rate will remain in effect until January 1, 2011.

Rate Decrease: The current rate of $39.59 per ton will decrease to $39.00 for the year of 2011 to assist the Customer on costs associated with the construction and operation of a household hazardous waste facility in The City of Garden City.

Rate Increase: A rate increase of $.59 will be assessed on January 1, 2012 bringing the disposal rate back to $39.59 per ton.

Second Rate Increase: A rate increase of 4% will be assessed on January 1, 2013 bringing the disposal rate to $41.17 per ton.

Third Rate Increase: A rate increase of 4% will be assessed on January 1, 2016 bringing the disposal rate to $42.82 per ton.

Fourth Rate Increase: A rate increase of 4% will be assessed on January 1, 2019 bringing the disposal rate to $44.53 per ton.

Fifth Rate Increase: A rate increase of 4% will be assessed on January 1, 2022 bringing the disposal rate to $46.31 per ton.

Sixth Rate Increase: A rate increase of 4% will be assessed on January 1, 2025 bringing the disposal rate to $48.16 per ton.

NON-HAZARDOUS WASTE DISPOSAL AGREEMENT

Customer Name and Billing Information ("City")

Name: **City of Garden City, Kansas**

Address: 301 N. 8th Street

City: Garden City

State: KS Zip:

Phone: Fax:

Contact:

Waste Connections Subsidiary ("Service Provider")

Finney County Landfill, Inc.

1250 S. Raceway Road

Garden City, KS

District: 5023

1. **Waste Service**. Subject to the terms and conditions contained herein, Service Provider and City agree to be legally bound hereby. Service Provider agrees to accept at its Facility "Solid Waste" as defined by state and local laws and regulations promulgated thereunder, and as further defined in and permitted for disposal by any site-specific operating permits for the Facility (hereinafter referred to as "Acceptable Waste"), delivered by City and which is acceptable to Service Provider as herein provided.

2. **Additional Provisions (if any)**. The City holds two city-wide clean-up events each calendar year: two weeks in April and two weeks in October, weather permitting. During the term of this Agreement, Service Provider shall not charge the City a disposal fee to dispose of all Acceptable Waste collected during the bi-annual clean-up events. Provided, however, the City shall still be responsible to pay for state and county tipping fees. The City shall provide the Service Provider with at least two weeks' written notice prior to the commencement of any bi-annual clean-up event. White goods and tires shall remain subject to all disposal fees.

3. (A) **Rates for Disposal**: See Exhibit A attached hereto.

   Environmental Surcharges may also apply upon mutual agreement.

   County and state of origin of waste: _____

   (B) **Incorporation by Reference.** The Terms and Conditions of Non-Hazardous Waste Disposal Agreement attached hereto are incorporated herein by reference.

4. **Term of Agreement**. This Agreement is effective for fifteen (15) years, commencing on August 1, 2025. Thereafter, this Agreement shall continue on a month-to-month basis.

SERVICE PROVIDER AND CITY, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE PAGES ATTACHED HERETO.

x_____
CITY SIGNATURE (Authorized Representative)

x_____
SERVICE PROVIDER SIGNATURE (Authorized Representative)

x_____
CITY NAME AND TITLE (Please Print)

x_____
SERVICE PROVIDER NAME AND TITLE (Please Print)

x_____
DATE

x_____
DATE

5. **The Agreement**. This Non-Hazardous Waste Disposal Agreement (this "Agreement") for the disposal of Acceptable Waste shall consist of this Agreement and any application, permit and/or approval that may be applicable to such Waste.
6. **Waste Accepted at Facility**. City represents, warrants and covenants that the Waste delivered to Service Provider at its Facility hereunder ("Waste") will be Acceptable Waste, and will not contain any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (collectively referred to as "Unacceptable Waste"). City shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Acceptable Waste.
7. **Acceptable Waste**. City represents, warrants and covenants that the Waste delivered to Service Provider hereunder will not contain any Unacceptable Waste. The parties may incorporate special waste streams as part of this Agreement if prior to delivery of such special waste to Service Provider, City has provided an application for such special waste and Service Provider has approved disposal of such special waste within the limitations and conditions contained in Service Provider's written notice of approval of special waste disposal. Title to any and all Unacceptable Waste, handled or disposed of by Service Provider shall at all times remain with City and any agent of City (if an agent is involved).
8. **Rights of Refusal/Rejection**. City shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Service Provider has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if Service Provider believes City has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. Service Provider shall have the right to inspect all vehicles and containers of Waste haulers, including City's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. Service Provider's exercise, or failure to exercise, its rights hereunder shall not operate to relieve City of its responsibilities or liability under this Agreement. City shall be responsible for, and bear all reasonable expenses and damages incurred by Service Provider, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. Service Provider, may also, in its sole discretion, require City to promptly remove the Unacceptable Waste.
9. **Limited License to Enter**. This Agreement provides City with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Service Provider. Except in an emergency, City's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, City's personnel shall promptly leave the Facility. Under no circumstances shall City or its personnel engage in any scavenging of waste or other materials at the Facility. Service Provider reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by Service Provider, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. City and its subcontractors shall conform to and comply with all such rules and regulations as they may be established and amended from time to time and failure to do so may result in Service Provider immediately terminating this Agreement in its sole discretion. Service Provider may refuse to accept Waste from and shall deny an entrance license to, any personnel of City or any City subcontractor whom Service Provider believes is under the influence of alcohol or other chemical substances. City shall be solely responsible for its employees and subcontractors performing in a safe manner when at the facility of Service Provider and in full compliance with all laws, ordinances, rules, permits and regulations, including but not limited to those issued by or relating to the DOT, EPA and OSHA.
10. **Charges and Payment**. The City shall pay Service Provider all sums due within ten (10) days after receipt of each invoice. In the event that any amount is overdue, Service Provider may immediately terminate this Agreement. City agrees to pay a finance charge equal to the maximum interest rate permitted by law. City shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. In addition, City shall be liable for all fees and other charges associated with handling and processing payments made by City, including, without limitation, credit card surcharges and processing fees. Service Provider may at any time adjust the rates in Exhibit A to fully cover costs arising from, relating to, or associated with costs or contingences beyond Service Provider's reasonable control, including, but not limited to: (i) the adoption of new, or changes in existing, federal, state, local or administrative laws, rules, regulations or regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner of method of enforcement thereof), (ii) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the Facility, and/or (iii) increases to fuel costs; if they arise to or above $3.25 per gallon, a fuel surcharge may be assessed. Service Provider shall notify City of an impending rate adjustment and indicate the reason for said adjustment at least thirty (30) days in advance of its implementation. Except as provided in Exhibit A, all rate adjustments shall be subject to prior consent of City which consent shall not be unreasonably withheld, delayed, or conditioned. Should City fail to affirmative approve or disapprove any proposed rate increase within 60 days of the date of Service Provider's notification to City of a rate adjustment, the City's consent to such proposed rate increase shall be deemed given and the adjusted rate shall go into effect on the 60th day following the date of Service Provider's notice to City. If City notifies Service Provider within the aforesaid 60-day period that it does not accept Service Provider's proposed rate adjustment, the parties shall meet within 30 days following City's notice of rejection and attempt to agree upon rate

adjustment. If at the end of the 30-day negotiation period the parties hereto have been unable to reach agreement upon a new rate, Service Provider shall continue to accept City's Solid Waste at the rate currently in effect or give City notice of termination of this Agreement. Such notice of termination shall be effective no sooner than 120 days from the date of such notice. Service Provider's right to termination shall be exercised, if at all, within 30 days following the 30-day negotiation period.

Any dispute or claim against Service Provider concerning any amount invoiced by Service Provider must be asserted by City in writing to Service Provider not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by City of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by City on the basis of such dispute or claim.

11. **Termination**. The obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive expiration or termination of this Agreement. Should either party materially default in any of its obligations hereunder, then, in accordance with Section 15, the other party may immediately terminate this Agreement, and the defaulting party shall be liable for all costs and damages incurred by Service Provider.

12. **Driver's Knowledge and Authority**. City represents, warrants and covenants that its drivers who deliver Acceptable Waste to Service Provider's Facility have been advised by City of: Service Provider's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, toxic waste or substances or any other Unacceptable Waste to the Facility; Service Provider's restrictions on deliveries of Acceptable Waste to the Facility; the definitions of "Hazardous Waste" and "Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Unacceptable Waste" and "Acceptable Waste" as provided herein; and the terms of the limited license to enter Service Provider's Facility.

13. **Indemnification**. Each party hereto ("Indemnifying Party") shall promptly defend, indemnify and hold harmless the other party and its affiliate companies and their respective employees, agents, representatives and contractors (collectively, "Indemnified Party") from and against any and all claims, suits, actions, liabilities, losses, expenses or damages (including costs of defense, settlement, court costs, reasonable attorneys' fees and expert witness and consultation fees) which the Indemnified Party may incur, to the extent caused by or resulting from: (i) the negligence or intentional misconduct of the Indemnifying Party, its agents or employees in connection with this Agreement, (ii) any violation of any applicable law, rule, regulation, ordinance, or court order by the Indemnifying Party, its agents or employees in connection with this Agreement, or (iii) any breach by the Indemnifying Party, its agents or employees of any of the covenants, agreements, representations or warranties of the Indemnifying Party set forth in this Agreement. City shall also be responsible for, and indemnify Service Provider from, Unacceptable Waste delivered to the Facility on its behalf and increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Service Provider as to the content of the Waste, following discovery of Unacceptable Waste. This indemnification and other obligations stated in this Section 13 shall survive the termination of this Agreement.

14. **Insurance**. City and its subcontractor(s) and all other third parties acting on City's behalf shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:

Coverages	Minimum Amounts of Insurance
Worker's Compensation	Statutory
Employer's Liability	$1,000,000 per incident
General Liability	$2,000,000 combined single limit
Automobile Liability	$2,000,000 combined single limit (including MCS-90)
Excess/Umbrella	$2,000,000 in excess of each coverage, except Worker's Comp.

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to City or its agent or subcontractor being allowed on Facility premises, City shall provide Service Provider with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. City warrants that it will secure the above minimum amounts of insurance for any transportation of the Acceptable Waste to the Facility.

15. **Failure to Perform; Excused Performance**. It shall constitute an "Event of Default" under this Agreement if either party materially breaches this Agreement, and such breach continues uncured (i) for a period of thirty (30) days, or (ii) ten (10) days in the event of nonpayment of amounts due and owing by Customer, after the breaching party's receipt of written notice from the other party specifying such breach; provided, however, that if any such breach (except the nonpayment of amounts due and owning by Customer) cannot with due diligence be remedied by the breaching party with such thirty (30) days, and such party makes reasonable efforts to remedy such breach during the thirty (30) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time to remedy the complained-of breach shall be extended so long as the breaching party prosecutes such remedy with reasonable diligence, but in no event beyond sixty (60) days after receipt of the breach notice. Following the occurrence of any Event of Default, the non-defaulting party may terminate this Agreement or exercise any other remedy it may have under this Agreement, applicable law, and principles of equity.

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, epidemics, action of any governmental authority or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Acceptable Waste at the Facility, or (iii) limit the ability of or prohibit City from

delivering Acceptable Waste to the Facility, Service Provider shall have the right, at its option, to reduce, suspend or terminate City's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than City's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.

16. **Assignment**. This Agreement is assignable, subject to the prior written consent of both parties, and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; provided, however, that no such consent shall be unreasonably withheld, conditioned or delayed, nor shall such consent be required in the event of Service Provider's assignment of this Agreement to an affiliate of Service Provider.

17. **Right of Disposal**. This Agreement does not grant any rights to dispose of Acceptable Waste other than in accordance herewith. Additionally, the ability to dispose of Acceptable Waste at the Facility may be limited at any time, and from time to time, by Service Provider in connection with the Facility's permit(s), and capacity constraints, in addition to applicable laws, rules, and regulations. Service Provider reserves the right to immediately terminate access to the Facility by City and City's personnel in the event of breach or violation by City of any of the terms of this Agreement, Service Provider's operating rules or any applicable laws or regulations.

18. **Continuing Compliance**. City has a continuing obligation to inform Service Provider of any new information, or information not previously provided to Service Provider by City which may affect the acceptability of the Waste by Service Provider. Further, City shall comply with all Service Provider requests for evidence of City's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated waste profiles on the Waste(s) offered for disposal, or (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate application, or (iii) re-sample the Waste at City's expense if reasonable cause exists as to its acceptability under the terms of this Agreement, or (iv) allow Service Provider to re-sample the Waste if reasonable cause exists as to its acceptability under the terms of this Agreement (and City shall be responsible for all costs and expenses associated with such sampling if such Waste is determined to be Unacceptable Waste), or (v) all of the above.

19. **Service Provider Compliance with Law**. Service Provider represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws, ordinances, permits, rules and regulations and shall indemnify, defend and hold harmless City from any breach thereof. Service Provider shall comply with the terms of the Facility's operating permit issued by the Kansas Department of Health and Environment.

20. **Notices**. All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to Service Provider or City at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.

21. **Miscellaneous**.

(i) This Agreement shall be governed by the laws of the State in which the Facility is located.

(ii) No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.

(iii) No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.

(iv) City shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation, any information (including the terms of this Agreement) regarding Service Provider's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of City or its employees in the performance of this Agreement, without in each instance securing the prior written consent of Service Provider.

(v) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.

(vi) This Agreement constitutes the entire understanding between the parties regarding the subject matter herein, replacing and amending any prior agreements between the parties regarding the subject matter herein, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by City which is in addition to or different from the provisions of this Agreement shall be deemed objected to by Service Provider and shall be of no effect.

(vii) City represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws, ordinances, permits, rules and regulations and shall indemnify, defend and hold harmless Service Provider from any breach thereof.

(viii) It is the understanding and agreement of the parties that Service Provider is an independent contractor, and is not an agent, nor an authorized representative of City.

(ix) In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

(x) Service Provider shall not be liable to City for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever.

EXHIBIT A: RATES FOR SOLID WASTE DISPOSAL

Current Rate: The current rate for disposal is $48.16 per ton. This rate will remain in effect until January 1, 2028.

Rate Increase: A rate increase of 4% will be assessed on January 1, 2028 bringing the disposal rate to $50.86 per ton.

Second Rate Increase: A rate increase of 4% will be assessed on January 1, 2031 bringing the disposal rate to $52.89 per ton.

Third Rate Increase: A rate increase of 4% will be assessed on January 1, 2034 bringing the disposal rate to $55.00 per ton.

Fourth Rate Increase: A rate increase of 4% will be assessed on January 1, 2037 bringing the disposal rate to $57.20 per ton.

Fifth Rate Increase: A rate increase of 4% will be assessed on January 1, 2040 bringing the disposal rate to $ 59.48 per ton.

Sixth Rate Increase: A rate increase of 4% will be assessed on January 1, 2043 bringing the disposal rate to $61.86 per ton.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jon Irsik, Fire Chief
DATE: August 5, 2025
RE: 2024 CIP - Fire Suppression/Alarm Systems

ISSUE:
The Governing Body is asked to consider and approve a bid for the fire leg and sprinkler system portion of the 2024 Capital Improvement Project - Fire Suppression and Fire/Smoke Alarm Systems.

BACKGROUND:
On May 20, 2025, staff issued a formal Request for Proposals soliciting bids for the complete installation of a fire suppression system and a fire/smoke alarm system. Installation of these systems aligns with industry standards including adherence to National Fire Protection Association (NFPA) standards. The project is located at Fire Station #2, located at 1605 E. Mary Street.

Bidders were given the option to submit combined or individual proposals, with a submission deadline of June 20, 2025. There were two bids received for the fire suppression system and one bid received for the fire/smoke alarm system.

Bidder	Cost	Fire Suppression System/Fire Alarm System
Tatro Plumbing/Pryor Sprinkler	$95,642	Fire Suppression System
Dick Construction	$123,624	Fire Suppression System
Dick Construction	$77,482	Fire Alarm System

The proposal from Tatro Plumbing and Pryor Automatic Sprinkler System for the fire suppression system are within the project budget. The bid for the installation of the fire/smoke alarm system is over the budget and staff recommends rejecting the current bid and re-bidding that portion of the project.

ALTERNATIVES:
1. The Governing Body may approve the bid from Tatro Plumbing for $31,617 for the installation of the fire leg and the bid from Pryor Automatic Sprinkler System for $64,025, for the fire suppression system, and reject the bid from Dick Construction for the fire/smoke alarm system and direct staff to re-bid that portion of the project.
2. The Governing Body may reject all bids and direct staff to reopen the bidding process for both the fire suppression system and fire/smoke alarm system.

RECOMMENDATION:

Staff recommends the Governing Body approve the bid from Tatro Plumbing for $31,617 for the installation of the fire leg and the bid from Pryor Automatic Sprinkler System for $64,025 for the fire suppression system, and reject the bid from Dick Construction for the fire/smoke alarm system and direct staff to re-bid that portion of the project.

FISCAL NOTE:

The City has allocated $159,000 in the Capital Improvement Plan Fund for this project. If the bid of $95,642 is approved, there will be an additional $63,358 budgeted for the remaining work for this capital improvement project to cover the fire alarm system. The costs of this project will come from 40177100-6516.

ATTACHMENTS:

Request for Proposals - Alarm & Sprinkler System
Tatro Pluming Fire Leg Bid
Pryor Automatic Sprinkler system Bid
Dick Construction Fire Leg-Sprinkler- Fire Alarm Bid

JON IRSIK
FIRE CHIEF

ERIN STILLWAGON
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302 N. NINTH STREET
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620.276.1140
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WWW.GARDEN-CITY.ORG

REQUEST FOR PROPOSALS

The City of Garden City Fire Department will receive sealed bids for the provision of combined or individual project bids involving the complete installation of a fire suppression system in compliance with NFPA 13 and complete installation of a fire/smoke alarm system in compliance of NFPA 72 at Garden City Fire Department Station #2 (1605 E. Mary, Garden City, Kansas), by no later than 2:00 PM on June 20, 2025. Late bids will not be considered nor returned.

PART ONE
GENERAL TERMS AND INSTRUCTIONS

SECTION I - TERMS AND CONDITIONS

1.1 All bids submitted shall be valid for a minimum of 1 year, unless otherwise specified.

1.2 The equipment furnished under these specifications shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under this specification shall be new. USED, SHOPWORN DEMONSTRATOR, PROTPTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.

1.3 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on the specified delivery date.

1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

1.4 The bidder agrees if their proposal is accepted to guarantee the design, material and workmanship of the unit bid upon the current factory warranty, and to replace free of charge F.O.B. delivery point, any parts that fail to meet this guarantee. Any part or assembly parts failing due to design, material or workmanship within the warranty period must be replaced by the bidder free of charge to the City of Garden City, Kansas, and any labor involved in these failures must be furnished or paid for by the bidder for the warranty period. The dealer shall furnish a properly executed service and warranty with the systems. All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless otherwise stated in the specifications or proposal.

1.5 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.

1.6 Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion and wear. The design of the mechanical members shall be such that the stress imposed through normal shock loads at maximum torque shall not cause rupture or permanent deformations or undue wear on any member.

JON IRSIK
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1.7 The bidder shall satisfy the purchasing official that they maintain a store or branch staffed with qualified servicemen and with provisions for securing parts from the manufacturer within a reasonable length of time.

1.8 Bid awards are not official until a purchase order is issued or the Fire Department is notified of the successful vendor in writing. Awards will be made to the best responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, deliver terms and guarantee clauses shall all be taken into consideration.

1.9 Bidders must submit with their bid the latest printed specifications and advertising literature on the products they propose to furnish.

1.10 The bidder shall be responsible for making arrangements for scheduling inspections with The City of Garden City, 302 North 9th Street, Garden City, Kansas 67846.

1.11 The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specification of this bid. This sheet is labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the Bid.

1.12 The purchaser reserves the right to reject any or all bids, to waive any informality to bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

1.13 Inspections of the projects will be made as soon as possible. Projects with missing equipment or otherwise failing to meet or comply with specifications will not be accepted and will become the vendor's responsibility.

1.14 Completion of project by date specified on Bid Quotation Form is a material condition of bid. Failure to complete by the date stated on Bid Quotation Form shall result in liquidated damages of .1 percent per day after completion date until completion of the project. The liquidated damages will be withheld from final payment to bidder. As an additional or alternative remedy if the bidder is not able to meet the completion date and the completion date is more than 30 days past the original completion date stated on Bid Quotation Form, the City of Garden City shall have the option to rescind acceptance of this bid and any purchase contract.

1.15 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, disadvantaged 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.

JON IRSIK
FIRE CHIEF

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SECTION II - SUBMISSION OF BID

2.1 Bid received after the designated date and time will not be opened nor returned.

2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Fire Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.

2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the "Fire Department Bids". Emailed bids are acceptable and will not be opened until the day of bid opening. All emailed bids must be identified with "Fire Department Bids" in the subject line.

2.4 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.

2.5 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.

2.6 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.

2.7 Bidder shall submit with bid, the latest information and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only and shall be used to help determine a product's compliance with specifications.

JON IRSIK
FIRE CHIEF

ERIN STILLWAGON
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SECTION III - BID EVALUATION

3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.

3.2 After the bids are opened, each will be carefully reviewed. Generally, a decision as to who the best bidder is will be made within 24 hours after the bids are opened but will wait for approval from the City Commission.

3.3 The bid evaluation will be made on the following criteria:

- 3.2.1 Approach and Methodology
- 3.2.2 Project Team
- 3.2.3 Qualifications
- 3.2.4 Financial Resources
- 3.2.5 Technical Ability
- 3.2.6 Experience – Quality of Work
- 3.2.7 Experience – Timeliness
- 3.2.8 Experience – Cost Control
- 3.2.9 Proposed Project Cost
- 3.2.10 Proposed Project Schedule

3.4 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.

3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.

3.6 Unless clearly shown on the bid that it is the intent of a reduced total price is being offered based on receiving an award of all items covered by the total, a total should be the actual sum of the extension of project prices.

3.7 The City shall be the sole judge as to an item meeting or exceeding the specifications.

3.8 Time of completion is a part of the consideration and must be stated.

3.9 If there are bids from a bidder having a principal place of business in Finney County, Kansas (local bidder), and a bidder with a principal place of business outside of Finney County, Kansas, and the lowest bid is submitted by a bidder which is not a local bidder, the Governing Body may award the bid to the local bidder, under the following conditions:

3.10 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Kansas or United States law.

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SECTION IV - BILLING AND PAYMENT

4.1 The vendor shall submit an invoice in duplicate to:

Garden City Fire Department
Attn: Jon Irsik
302 N 9th Street
Garden City, KS 67846

4.2 The City of Garden City is tax exempt. Total bid is to be F.O.B. Garden City, Kansas. The City of Garden City reserves the right to reject any and all bids.

4.3 Payment by the City shall be made within thirty (30) days after completion, unless otherwise specifically provided, subject to any discounts offered.

4.3.1 Payment will be made by the City to the vendor upon receipt of the invoice and a certificate of inspections done on projects.

4.3.2 Any prompt pay discount will be computed from the date of delivery of the equipment, supplies, or materials at destination, when final inspection and acceptance are at those points, of from the date the correct invoice is received, if the latter is later than the date of delivery.

JON IRSIK
FIRE CHIEF

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Complete installation of a fire suppression system in accordance with NFPA 13 and a complete installation of a full fire/smoke alarm system in compliance with NFPA 72 at Garden City Fire Department Station #2.

NOTE

All bid prices shall include any standard factory equipment, standard safety equipment and any standard fire equipment installed items not specifically mentioned in the above specifications

Any item which is set forth in the itemized specifications that is standard equipment on the unit and included in the unit base price should be indicated as such by marking "standard" or "N/C" – no charge.

Bids will be accepted until **2:00 p.m. on June 20th, 2025,** and will be opened at the Garden City Fire Department at such time. The proposals will then be reviewed, and a recommendation made for acceptance by the City Commission at the first meeting following receipt.

Please submit your bid to the Garden City Fire Department, Attn: Jon Irsik, 302 N 9th Street, Garden City, Kansas 67846 no later than **2:00 p.m. on June 20th, 2025**. Mark on the outside of the envelope: "Fire Department Bids" or send by email to jon.irsik@gardencityks.us. All emailed bids must be identified with "Fire Department Bids" in the subject line.

Please contact Jon Irsik at 620-276-1140 or email jon.irsik@gardencityks.us for any questions you may have.

Please resolve any questions which you may have regarding the minimum specifications, bid requirements, etc. before the bid opening.

Jon Irsik
Garden City Fire Department

JON IRSIK
FIRE CHIEF

ERIN STILLWAGON
PUBLIC SAFETY
ADMINISTRATIVE ASSISTANT

COOPER WILSON
INTERIM TRAINING CHIEF

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The complete installation of a fire suppression system and/or fire/smoke alarm system in accordance with NFPA 13 and NFPA 72 at Garden City Fire Department Station #2.

Estimated date of installation:

Estimated Project Length:

The following Bids are per project:

FIRE SUPPRESION SYSTEM PRICE $_____

ALARM SYSTEM PRICE $_____

Bid submitted on _____day of _____20___.

Bid Submitted by: _____
(Signature)

_____
(Company)

JON IRSIK
FIRE CHIEF

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IDENTICAL LETTERS WERE MAILED, HAND DELIVERED, OR SUBMITTED ELECTRONICALLY ON THE SAME DATE:

Tatro Plumbing
1413 W. Thompson Street
Garden City, KS 67846

Pryor Automatic
PO Box 1243
Great Bend, KS 67530

Dick Construction
1805 E. Mary St A
Garden City, KS 67846

Lee Construction
413 Campus Dr #1
Garden City, KS 67846

Davis Electric
402 Main St
Scott City, KS 67871

TATRO
COMMERCIAL•INDUSTRIAL•SERVICE•PLUMBING•MECHANICAL

Main: 620.277.2167 – 1413 W Thompson St., Garden City, KS 67846
West: 719.621.1047 – 717 Seedling Ct., Colorado Springs, CO 80915
Toll Free: 888.TATRO4U / 888.828.7648
Fax: 620.277.0244
www.TATRO.co

June 20, 2025

Garden City Fire Department

Attention: Jon Irsik

Re: Labrador Fire Station Site Fire Main Installation

Sean,

We see your project as follows

1. Coordinate with the City of Garden City for fire main taps (No tap fee charged by the city)
2. Cut and remove concrete in the corner of the existing truck bay by exterior wall.
3. Cut and remove exterior concrete where required.
4. Excavate dirt
5. Install 6" C900 fire main water line from city tap to approximately 1' above finish floor inside the building.
6. Provide and install post indicator valve per City of Garden City Requirement
7. Provide a licensed contractor to pour the concrete back.
8. Flush the fire main and leave ready for fire sprinkler contractor.

Project Price $31,617.00

Sincerely,

Rob Kreutzer
TATRO Plumbing Co. Inc.

WHEN QUALITY MEANS SAFETY.

PRYOR
AUTOMATIC FIRE SPRINKLER, INC.

Proposal

DATE: 6/20/2025

QUOTATION TO:
Fire Chief Jon Irsik
Garden City Fire Department
P.O. Box 998
Garden City, KS 67846
PHONE: 620.276.1140
E-MAIL: jon.irsik@gardencityks.us

PROJECT / LOCATION:
Garden City Fire Station #2
1605 E Mary St
Garden City, KS 67846

SCOPE: Starting at a 6" flange inside the building, design and furnish a complete wet-pipe fire sprinkler system. All work will be completed according to NFPA 13, and State & local codes. At the flange Pryor will install a new DCVA backflow preventer with tamper switches on the control valves. Black steel piping will be utilized throughout the project except for any exterior piping which will be galvanized. Victaulic brand sprinkler heads will be installed in all areas of the building. Style will vary depending on the location. All heads in finished ceilings will be semi-recessed type. All heads exposed to structure will be brass upright and sidewall types. Shop drawings will be approved by the city before installation begins. Design process will take 8 weeks. Material allocation will take 2 weeks after shop drawing approval. Installation and acceptance testing will take 5 weeks. Scope includes repairs to existing ceilings due to installation of sprinkler system.

COST: $ 64,025.00

Includes:		Design:	X	Calculations:	X	Material:	X
Freight:	X	Labor:	X	Equipment:	X	Taxes:	

EXCLUSIONS: Premium time labor, installation of underground piping, flushing and testing of underground piping, painting of pipe, protection from freezing, wiring of alarm devices

The terms of payment for this proposal will be: Payment due in 10 days after date of our invoice or as per signed contract. All inspection work is subject to additional administration fees to compensate for the cost of third-party services through the City.

We will begin scheduling work and ordering material upon receipt of one signed copy of this proposal or your purchase order.

Curtis Arnberger
Estimator
620-792-6400

ACCEPTED BY: _____
PRINT NAME: _____
DATE: _____

5425 2nd St., P.O. Box 1243 Great Bend,KS 67530 Voice: (620) 792-6400 Fax:(620) 792-6404

PRYOR
AUTOMATIC FIRE SPRINKLER, INC.

WHEN QUALITY MEANS SAFETY.

6/20/2025

Jon Irsik
Fire Chief
Garden City Fire Department
P.O. Box 998
Garden City, KS 67846

RE: Garden City Fire Department Station #2

Below is a list of products Pryor will use for this project. All products are UL Listed and FM Approved except for the Fire Dept. Connection.

Ames C200 DC BFP w/ Tampered Grooved Butterfly Valves
Victaulic UMC Universal Manifold Check Assembly
Victaulic Brand Sprinkler Heads – Style TBD
Victaulic Grooved Couplings
Argco Grooved Fittings
Argco Braided Flexible Drop with Bracket
Domestic Steel Pipe Schedule 10 & 40
Storz FDC with 30° Elbow
Ductile Iron Threaded Fittings
Standard Hanger Materials including Zinc Plated All Thread Rod

curtis@pryorautomatic.com office@pryorautomatic.com
shelly@pryoratuomatic.com kevin@pryorautomatic.com
randy@pryorautomatic.com
5425 2nd Street, P.O. Box 1243 Great Bend, KS 67530 Voice: (620) 792-6400 Fax: (620) 792-6404

JON IRSIK
FIRE CHIEF

ERIN STILLWAGON
PUBLIC SAFETY
ADMINISTRATIVE ASSISTANT

COOPER WILSON
INTERIM TRAINING CHIEF

GENE ROBERTSON
FIRE MARSHAL

SEAN MCENTEE
BATTALION CHIEF

JEREMY MOORE
BATTALION CHIEF

ADAM PATTERSON
BATTALION CHIEF

The complete installation of a fire suppression system and/or fire/smoke alarm system in accordance with NFPA 13 and NFPA 72 at Garden City Fire Department Station #2.

Estimated date of installation: 10 weeks after signed contract or PO

Estimated Project Length: 15 weeks

The following Bids are per project:

FIRE SUPPRESION SYSTEM PRICE $ 64,025.00

ALARM SYSTEM PRICE $ N/A

Bid submitted on 20th day of June 2025.

Bid Submitted by: _____
(Signature)

Pryor Automatic Fire Sprinkler, Inc
(Company)

GARDEN CITY FIRE
DEPARTMENT
CENTRAL STATION
302 N. NINTH STREET
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1140
FAX 620.276.1142
WWW.GARDEN-CITY.ORG

GARDEN CITY
KANSAS

DICK CONSTRUCTION INC.

1805 East Mary
P.O. Box 1215
Garden City, KS 67846
Ph. 620-275-1806 Fax 620-275-0831
e-mail=gdd@dickconstruction.com

June 20, 2025

Garden City Fire Department
Attn: Jon Irsik
320 N 9th Street
Garden City, KS 67846

Reference: Fire Station #2 New Fire Sprinkler Quote

Jon,
Attached is a complete bid for both the Fire Suppression System and Fire Alarm. Dick Construction will install fire leg to flange inside building per City requirements and oversee both Pryor and Davis Electric.
Fire leg can be install prior to the sprinkler design if required.
There will be two invoices, one for fire leg installation and the second for the remainder of the project.

Sincerely,

Gary D. Dick
CEO

DAVIS FIRE SYSTEMS

Honeywell THE POWER OF CONNECTED

Greenbush Southeast Kansas Education Service Center

PO Box 321, 600 W. Ave. A, Cimarron, KS 67835

PROJECT: GCFD Station 2 Fire Alarm System

Date: 6/17/25

WE PROPOSE TO FURNISH ALL LABOR AND MATERIAL FOR A COMPLETE ELECTRICAL INSTALLATION IN ACCORDANCE WITH:

- An addressable Gamewell FCI Fire Alarm System throughout the entire building. (This will match the Finney County EMS building system)
- This system will include Horn/Strobe notification devices as well as Strobe only notification devices where required.
- There will be CO detection with sounder bases in 4 locations. 1st room fed by each gas fired furnace, mechanical room adjacent to the apparatus bay, outside the kitchen area.
- Smoke detection will be throughout the building were required.
- This price includes all the conduit, fittings, cable and labor needed for a complete installation
- A Cellular DACT (Digital Alarm Communication Transmitter) is included.
- Manual Pull Station will be located at all exit doors
- Provide ¾" PVC and install in the trench provided by Dick Construction for the PIV.
- Wire Mold will be used for pull stations and will be stubbed above the accessible ceiling. Wire mold will also be used for any other devices that are below the accessible ceiling. Where possible devices will be cut into sheetrock walls.
- This system can be set up to be monitored to report trouble, supervisory and alarm conditions to our central station. **The annual contract fee will be $500.00 and will be a separate contract.**

Included:

1. Drawings
2. Engineering
3. Equipment
4. FM Inspection
5. Owner training

Exclusions:

1. Patching/painting of walls or ceilings
2. Construction dumpsters
3. Construction toilets

****This price EXCLUDES all Applicable Taxes - If this is A Tax Exempt Project Customer is responsible for providing Applicable Sales Tax Exemption Certificate upon issuance of PO, Subcontract, or Notice To Proceed*****

IF THIS PROJECT IS **100% TAX EXEMPT AND A PROJECT EXEMPTION CERTIFICATE APPLIES-IT IS THE CUSTOMER'S RESPONSIBILITY TO APPLY FOR A PEC AND PROVIDE PEC TO DAVIS ELECTRIC INC., UPON APPROVAL OF JOB**

Thank you for your consideration. If you have any questions, you may contact me at any time.

Additionally, all work shall be performed in accordance with the National Electrical Code, in a professional, workmanlike manner and according to industry standards. Davis Electric Inc. also guarantees our work for a period of one year following the date of completion. Work resulting from the discovery of unforeseen or latent conditions is not included. Any alteration or deviation from this Scope of Work involving additional costs or delays shall be performed only upon execution of a written change order. Davis Electric Inc. is not responsible for delays or costs resulting from strikes, accidents, or incidents beyond our control. Any payment not made by the responsible party to Davis Electric Inc. shall bear interest at the rate of 18% per annum from the due date until paid in full. In the event a notice of a lien or suit is field by Davis Electric Inc. to collect monies due hereunder or to enforce any other provisions of this confirmation bid or any subcontract executed pursuant to this confirmation bid, the responsible party agrees to pay all costs and reasonable attorney's fees incurred by Davis Electric Inc. This proposal is valid for thirty (30) days after which time it may be subject to reconsideration or price adjustment

Thank you for your consideration. If you have any questions, you may contact me at any time.

Dane Conant
Estimator/Project Manager
Davis Electric Inc.
Office: 620-855-2379
Cellular: 620-408-5859
danec@daviselectricinc.com

Description	Part #	Quantity
Horn Strobe Ceiling	PC2RLED	11
Strobe Ceiling	SCRLED	2
Horn Strobe Wall	P2RLED	4
Pull Station	MS-7AF	7
Smoke Detector	ASD-PL3	19
CO Detector	MCS-COF3	5
Sounder Base	B200S-WH	5
Smoke Detector Base	B300-6-W	30
Monitor Module	AMM-2F	3
Power Supply	HPF-PS6	1
PANEL AND GATEWAY	S3B-CLSS-KIT-AV	1
Heat Detector	ATD-L3	11
Document Cabinet	Justrite	1
Surge Supressor	DTK-120HW	2
Battery 7AH		4
4.7K EOL	REL-4.7K-BP	1
47K EOL	REL-47K-BP	1

PRYOR
AUTOMATIC FIRE SPRINKLER, INC.

WHEN QUALITY MEANS SAFETY.

Proposal

DATE: 6/18/2025

QUOTATION TO:
Dick Construction Inc.
1805 E Mary St, Suite B
Garden City, KS 67846

PHONE: 620.275.1806
E-MAIL: gdd@dickconstruction.com

PROJECT / LOCATION:
Garden City Fire Station #2
1605 E Mary St
Garden City, KS 67846

SCOPE: Starting at a 6" flange inside the building, design and furnish a complete wet-pipe fire sprinkler system. All work will be completed according to NFPA 13, and State & local codes. At the flange Pryor will install a new DCVA backflow preventer with tamper switches on the control valves. Black steel piping will be utilized throughout the project except for any exterior piping which will be galvanized. Victaulic brand sprinkler heads will be installed in all areas of the building. Style will vary depending on the location. All heads in finished ceilings will be semi-recessed type. All heads exposed to structure will be brass upright and sidewall types. Shop drawings will be approved by the city before installation begins. Design process will take 8 weeks. Material allocation will take 2 weeks after shop drawing approval. Installation and acceptance testing will take 5 weeks. Scope includes repairs to existing ceilings due to installation of sprinkler system.

COST: $ 64,025.00

Includes:		Design:	X	Calculations:	X	Material:	X
Freight:	X	Labor:	X	Equipment:	X	Taxes:	

EXCLUSIONS: Premium time labor, installation of underground piping, flushing and testing of underground piping, painting of pipe, protection from freezing, wiring of alarm devices

The terms of payment for this proposal will be: Payment due in 10 days after date of our invoice or as per signed contract. All inspection work is subject to additional administration fees to compensate for the cost of third-party services through the City.

We will begin scheduling work and ordering material upon receipt of one signed copy of this proposal or your purchase order.

Curtis Arnberger
Estimator
620-792-6400

ACCEPTED BY: _____
PRINT NAME: _____
DATE: _____

5425 2nd St., P.O. Box 1243 Great Bend,KS 67530 Voice: (620) 792-6400 Fax:(620) 792-6404

JON IRSIK
FIRE CHIEF

ERIN STILLWAGON
PUBLIC SAFETY
ADMINISTRATIVE ASSISTANT

COOPER WILSON
INTERIM TRAINING CHIEF

GENE ROBERTSON
FIRE MARSHAL

SEAN MCENTEE
BATTALION CHIEF

JEREMY MOORE
BATTALION CHIEF

ADAM PATTERSON
BATTALION CHIEF

The complete installation of a fire suppression system and/or fire/smoke alarm system in accordance with NFPA 13 and NFPA 72 at Garden City Fire Department Station #2.

Estimated date of installation: * 10 to 12 weeks from signed contract

Estimated Project Length: 8 weeks from start of installation

The following Bids are per project:

FIRE SUPPRESION SYSTEM PRICE **	$ 123,624.00
ALARM SYSTEM PRICE **	$ 77,482.00
Total for both bids together**	$ 201,106.00

Bid submitted on 18th day of June 2025.

Bid Submitted by: _____
(Signature) Gary D. Dick, CEO

Dick Construction, Inc.
(Company)

All materials and installation per city code.

If bond is required add 1%

* Date of installation will start once state approval of final design and delivery of materials.

** Both Bids are tied together.

GARDEN CITY FIRE DEPARTMENT
CENTRAL STATION
302 N. NINTH STREET
P.O. BOX 998
GARDEN CITY, KS
67846-0998
620.276.1140
FAX 620.276.1142
WWW.GARDEN-CITY.ORG

GARDEN CITY
KANSAS

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: August 5, 2025
RE: Excavation Permit - Sports of the World Phase II

ISSUE:
The City Commission is asked to consider and approve a request from Stone Creek Foundation to proceed with an excavation permit for Sports of the World Phase II.

BACKGROUND:
The City and Stone Creek Station Foundation entered into a development agreement for the Sports of the World Phase II STAR Bond project on June 17, 2025. That agreement generally references public infrastructure requirements associated with development of the site. The City and Developer are currently working on a Memorandum of Understanding (MOU) to further articulate the infrastructure needs associated with the project. While that MOU is finalized for City Commission consideration, the Developer wants to start site work.

The draft MOU outlines that the Developer may apply for an excavation permit after the following has been completed:

- Received a Notice of Intent (NOI);
- Received a Storm Water Pollution Prevention Plan (SWPPP) permit;
- Completed a drainage plan;
- Completed a grading plan; and
- Submitted an application to rezone the property.

Most of those items have been completed and submitted to the City; however, the MOU is what would have granted City staff the ability to issue the permit as that falls outside our stated Subdivision Regulations. As a result, staff would request the Governing Body authorize staff to issue the excavation permit once those aforementioned items are completed and the MOU language has been agreed upon by both City staff and the Developers. The MOU will come before the City Commission for final consideration on August 19, 2025.

ALTERNATIVES:

1. The Governing Body may authorize staff to issue an excavation permit for Sports of the World Phase II once necessary permits, plans, and draft Memorandum of Understanding language is agreed upon.
2. The Governing Body may not authorize staff to issue an excavation permit for Sports of the World Phase II and provide staff with alternative direction.

RECOMMENDATION:

Staff recommends the Governing Body authorize staff to issue an excavation permit for Sports of the World Phase II once necessary permits, plans, and draft Memorandum of Understanding language is agreed upon.

FISCAL NOTE:

There is no fiscal impact.

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Jared Kuhlmann, Finance Director
DATE: August 5, 2025
RE: 2026 Notice of RNR and Budget Hearing

ISSUE:
The Governing Body is asked to consider changes to the 2026 City Budget so that the Notice of Hearing to Exceed the Revenue Neutral Rate and the Budget Hearing for the 2026 City Budget can be prepared.

BACKGROUND:
The City Commission was presented information and provided staff direction at the July 1, 2025 meeting, which has now been incorporated into the 2026 budget.

The changes made to the budget include:

- The 2026 salary pool was increased by 1% to incorporate a 3% January 1, 2026 adjustment to the City's pay scale. This equates to approximately $275,300 in increased budget cost.
- The removal of the proposed Education Specialist position at the Zoo, reducing the 2026 budget by $65,200.
- A $50,000 reduction to the General Fund cash carryover to 2027. This leaves a budgeted amount of $3,650,000.
- Include a transfer of $200,000 of the excess .15 sales tax revenues in 2026 to the General Fund.
- A reduction to the Material-Street Repair in the General Fund of $100,000 for 2026.
- A $50,000 reduction in the transfer to the Recreation Reserve.
- Reduction of the Downtown Development Fund by $36,549.16 which will be transferred to the General Fund.
- Removal of the $50,000 budgeted in 2025 for the review of the City's pay plan.
- Removal of the $325,000 amount held as a placeholder for the potential implementation of a pay plan adjustment.
- Removal of the $60,000 budgeted for the remodel of space in the City Administrative Center for the Communications Department.
- Removal of the $40,000 budgeted for Decisionwise surveys for staff in 2025 and 2026.
- Adjustments to the General Fund and Airport department budgets for a cumulative reduction of $140,000.

These changes result in a final mill levy rate of 38.483, consistent with the current rate for 2025.

With the City Commission’s consideration and approval of the changes listed above the 2025 Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing can be prepared. A Draft Notice is included with this item. The Draft Notice incorporates a flat mill levy of 38.483. If the Governing

Body elects to choose an alternative separate from that presented in the Draft Notice, the appropriate changes will be incorporated by staff and the notice will be prepared and published by staff before the August 19, 2025 meeting to ensure compliance with the publishing requirements for the Revenue Neutral Rate Hearing and Budget Hearing. The Public Hearing on the Revenue Neutral Rate and Budget is scheduled for September 2, 2025 at 1:30 p.m.

Incorporated into the budget that has been presented are the principal and interest costs for a five-year term General Obligation Bond for the Solid Waste Fund, in the approximate amount of $2,100,000. This will cover the replacement of the five CNG solid waste trucks currently included in the City's fleet, as well as the costs to replace the recycling baler. With the Commission's approval of the Draft Notice, staff will begin working with the City's Bond Counsel and Bond Advisor to prepare for the bond issuance.

ALTERNATIVES:

1. The Governing Body may approve the budget as presented and authorize staff to publish the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing for September 2, 2025 at 1:30 p.m.
2. The Governing Body may provide direction to staff of additional adjustments to be made to the budget and authorize staff to publish the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing for September 2, 2025 at 1:30 p.m.

RECOMMENDATION:

Staff recommends the Governing Body approve the budget as presented and authorize staff to publish the Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing for September 2, 2025 at 1:30 p.m.

FISCAL NOTE:

None.

ATTACHMENTS:

Notice of RNR and Budget Hearing
Fund Cash Flow Breakout - 2025.2026

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

2026

The governing body of

City of Garden City

will meet on 09/02/25 at 1:30 p.m. at City Administrative Center for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax and the Revenue Neutral Rate.

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

BUDGET SUMMARY

Proposed Budget 2026 Expenditures and Amount of 2025 Ad Valorem Tax establish the maximum limits of the 2026 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual for 2024		Current Year Estimate for 2025		Proposed Budget for 2026		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	36,686,719	22.736	40,416,959	23.697	46,761,138	7,691,996	24.115
Debt Service	3,381,976	10.649	3,220,150	10.034	3,325,250	2,833,896	8.885
Airport	1,880,395	5.107	2,754,940	4.752	3,273,300	1,748,901	5.483
TIF	3,669,712		4,367,750		8,333,677		
Community Trust Reserve	1,427,622		400,000		2,290,712		
Capital Improvement Reserve	806,156		2,010,324		1,252,001		
Special Trafficway	1,374,869		1,424,420		2,351,725		
Special Improvements	33,410		26,000		65,033		
Cemetery Endowment	0		2,000		145,515		
Special Recreation & Parks	105,450		268,800		357,979		
Special Alcohol-Drug Abuse	138,414		140,000		505,221		
Finnup Trust	54,410		414,550		300,001		
Risk Management	75,009		50,000		193,627		
Drug Enforcement	6,033		22,000		86,610		
DEA Forfeiture	0		5,000		7,161		
Community Development Loan	0		10,500		14,252		
Emergency Shelter Grant	2,748		0		0		
Economic Development Loan	494,097		10,000		30,250		
Enhanced Wireless 911	541,244		305,000		372,764		
HIDTA Grant	151,390		120,110		243,006		
Housing	25,550		0		213,323		
Project Development	103,504		99,826		174,708		
Project Safe Neighborhood Grant	53,388		40,500		50,221		
Opioid Settlements	63,037		30,000		116,757		
Capital Improvement Plan	422,969		1,567,289		240,839		
Electric Capital Reserve	0		0		5,902,850		
Utilities Security Deposit	194,725		320,000		732,483		
Sewage Repair and Replacement	0		0		1,263,204		
Water and Sewage Reserve	0		1,000,000		2,212,437		
Water Reuse	0		400,000		19,600,000		
Airport Improvement	64,567		2,454,500		5,004,484		
Airport Terminal Project	6,193,513		1,560,000		2,156,528		
Golf Course Improvement	178,140		107,000		9,864		
Recreation Reserve	27,449		0		460,095		
Health Insurance	5,370,267		5,788,300		7,297,162		
Health Insurance Reserve	100,000		100,000		1,345,847		
Workers Compensation	512,916		559,250		706,441		
Workers Compensation Reserve	345,386		5,000		689,494		
Electric	38,758,181		42,198,815		49,158,281		
Water and Sewage	12,862,312		14,143,275		18,479,538		
Drainage	232,616		582,410		1,210,146		
Solid Waste	5,184,729		5,554,480		7,261,763		
Golf Course	1,227,262		1,309,230		1,348,453		
Totals	122,750,164	38.492	133,788,378	38.483	195,544,140	12,274,793	38.483
						*Revenue Neutral Rate***	*35.928*
Less: Transfers	9,898,954		9,049,300		9,567,000		
Net Expenditure	112,851,210		124,739,078		185,977,140		
Total Tax Levied	10,738,229		11,345,828		xxxxxxxxxxxxxxxxx		
Assessed Valuation	278,984,729		294,838,138		318,965,988		

Outstanding Indebtedness, January 1,

	2023	2024	2025
G.O. Bonds	87,260,000	84,515,000	84,885,000
Revenue Bonds	0	0	0
Other	0	0	0
Lease Purchase Principal	59,497,233	58,332,393	55,405,829
Total	146,757,233	142,847,393	140,290,829

*Tax rates are expressed in mills

***Revenue Neutral Rate as defined by KSA 79-2988*

Jared Kuhlmann

City Official Title: Finance Director

Fund	Description	2024 Ending Balance	2025 Revenues	2025 Expenses	2025 Ending Balance	2026 Revenues	2026 Expenses	2026 Cash Carryforward	2025 Delinquint Tax	2026 Ending Balance
100	General	$ 9,639,720	$ 38,281,199	$ 40,416,959	$ 7,503,960	$ 39,459,402	$ 43,111,138	$ 3,650,000	$ 202,224	$ -
201	Bond and Interest	$ 242,030	$ 3,162,500	$ 3,220,150	$ 184,380	$ 3,215,374	$ 3,325,250		$ 74,504	$ -
202	TIF	$ 2,658,427	$ 4,965,000	$ 4,367,750	$ 3,255,677	$ 5,078,000	$ 4,488,500			$ 3,845,177
301	Community Trust Reserve	$ 1,790,711	$ 900,000	$ 400,000	$ 2,290,711	$ -	$ 500,000			$ 1,790,711
302	Capital Improvement Reserve	$ 2,010,325	$ 626,000	$ 2,010,324	$ 626,001	$ 626,000	$ 522,000			$ 730,001
303	Special Trafficway	$ 1,555,245	$ 1,090,500	$ 1,424,420	$ 1,221,325	$ 1,130,400	$ 1,773,620			$ 578,105
304	Special Improvements	$ 39,033	$ 26,000	$ 26,000	$ 39,033	$ 26,000	$ 26,000			$ 39,033
305	Cemetery Endowment	$ 128,315	$ 9,600	$ 2,000	$ 135,915	$ 9,600	$ 102,000			$ 43,515
306	Special Recreation & Parks	$ 322,779	$ 152,000	$ 268,800	$ 205,979	$ 152,000	$ 146,300			$ 211,679
307	Special Alcohol & Drug Abuse	$ 405,221	$ 120,000	$ 140,000	$ 385,221	$ 120,000	$ 140,000			$ 365,221
308	Finnup Trust	$ 414,550	$ 150,000	$ 414,550	$ 150,000	$ 150,000	$ 150,000			$ 150,000
309	Risk Management	$ 151,627	$ 46,000	$ 50,000	$ 147,627	$ 46,000	$ 50,000			$ 143,627
310	Drug Enforcement	$ 80,610	$ 14,000	$ 22,000	$ 72,610	$ 14,000	$ 22,000			$ 64,610
311	DEA Foreiture	$ 1,761	$ 5,200	$ 5,000	$ 1,961	$ 5,200	$ 5,000			$ 2,161
312	Community Development Loan	$ 20,752	$ 2,000	$ 10,500	$ 12,252	$ 2,000	$ 10,500			$ 3,752
314	Economic Development Loan	$ 1,250	$ 10,000	$ 10,000	$ 1,250	$ 29,000	$ 29,000			$ 1,250
315	Enhanced Wireless 911	$ 122,664	$ 315,000	$ 305,000	$ 132,664	$ 240,100	$ 266,000			$ 106,764
317	HIDTA Grant	$ 73,115	$ 145,000	$ 120,110	$ 98,005	$ 145,000	$ 125,450			$ 117,555
318	Housing	$ 155,322	$ 29,000	$ -	$ 184,322	$ 29,000	$ -			$ 213,322
319	Project Development	$ 270,534	$ 2,000	$ 99,826	$ 172,708	$ 2,000	$ 172,000			$ 2,708
320	Project Safe Neighborhood	$ 10,721	$ 40,000	$ 40,500	$ 10,221	$ 40,000	$ 40,500			$ 9,721
321	Opioid Settlements	$ 96,757	$ 25,000	$ 30,000	$ 91,757	$ 25,000	$ 60,000			$ 56,757
401	Capital Improvement Plan Fund	$ 1,018,127	$ 570,000	$ 1,567,289	$ 20,838	$ 220,000	$ 200,200			$ 40,638
501	Electric	$ 5,508,246	$ 43,213,650	$ 42,198,815	$ 6,523,081	$ 42,635,200	$ 43,841,630			$ 5,316,651
502	Electric Capital Reserve	$ 4,402,850	$ 750,000	$ -	$ 5,152,850	$ 750,000	$ 50,000			$ 5,852,850
503	Utilities Security Deposit	$ 412,482	$ 320,000	$ 320,000	$ 412,482	$ 320,000	$ 320,000			$ 412,482
521	Water and Sewage	$ 6,266,313	$ 13,716,750	$ 14,143,275	$ 5,839,788	$ 12,639,750	$ 13,798,950			$ 4,680,588
522	Sewage Repair and Replacement	$ 963,204	$ 150,000	$ -	$ 1,113,204	$ 150,000	$ -			$ 1,263,204
523	Water and Sewage Reserve	$ 2,462,437	$ 375,000	$ 1,000,000	$ 1,837,437	$ 375,000	$ 1,000,000			$ 1,212,437
525	Water Reuse	$ -	$ 750,000	$ 400,000	$ 350,000	$ 19,250,000	$ 19,250,000			$ 350,000
541	Drainage	$ 876,056	$ 457,500	$ 582,410	$ 751,146	$ 459,000	$ 387,800			$ 822,346
551	Solid Waste	$ 1,748,843	$ 4,923,000	$ 5,554,480	$ 1,117,363	$ 6,144,400	$ 6,169,850			$ 1,091,913
561	Airport	$ 1,823,189	$ 1,872,074	$ 2,754,940	$ 940,323	$ 2,378,956	$ 3,023,300	$ 250,000	$ 45,979	$ -
562	Airport Improvement	$ 269,484	$ 2,454,500	$ 2,454,500	$ 269,484	$ 4,735,000	$ 4,735,000			$ 269,484
563	Airport Terminal Project	$ 3,148,511	$ 568,016	$ 1,560,000	$ 2,156,527	$ -	$ -			$ 2,156,527
581	Golf Course	$ 183	$ 1,319,000	$ 1,309,230	$ 9,953	$ 1,338,500	$ 1,338,450			$ 10,003
582	Golf Course Improvement	$ 4,765	$ 107,000	$ 107,000	$ 4,765	$ 5,100	$ -			$ 9,865
584	Recreation Reserve	$ 410,095	$ 25,000	$ -	$ 435,095	$ 25,000	$ -			$ 460,095
601	Health Insurance	$ 1,096,982	$ 5,794,080	$ 5,788,300	$ 1,102,762	$ 6,194,400	$ 6,190,030			$ 1,107,132
602	Health Insurance Reserve	$ 1,445,847	$ -	$ 100,000	$ 1,345,847	$ -	$ 250,000			$ 1,095,847
611	Workers Compensation	$ 220,691	$ 522,500	$ 559,250	$ 183,941	$ 522,500	$ 534,250			$ 172,191
612	Workers Compensation Reserve	$ 688,495	$ 3,000	$ 5,000	$ 686,495	$ 3,000	$ 5,000			$ 684,495

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 5, 2025
RE: Airport Advisory Board Appointment

ISSUE:
The Governing Body is asked to consider and approve an appointment to the Airport Advisory Board.

BACKGROUND:
The Airport Advisory Board has a board member vacancy with an unexpired term of December 31, 2026. The airport has ten applications on file from people interested in serving on the board. The applicants are Michael Cook, Shajia Donecker, Jason Dougherty, Anna Hemenway, Bradley Kolowski, Steve Michel, James Randall, Brian Thomas, Aaron Zeller and Steve Ziegler. The applications may be found in the accompanying information.

Additional Airport Advisory Board member term expirations are as follows:

- December 31, 2025
  - Tyler Deines, first term
  - Blair Loving, first term
  - Aaron Anderson, second term
- December 31, 2026
  - Vacant
  - Mike Richmeier, first term
  - Travis Neidig, first term
- December 31, 2027
  - Jette DeSalvo, first term

The Airport Advisory Board met on July 10, 2025, and recommended Jason Dougherty be appointed to the board.

ALTERNATIVES:
1. The Governing Body may approve the appointment of Jason Dougherty to the Airport Advisory Board.
2. The Governing Body may approve to appointment of another applicant to the Airport Advisory Board.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:
The Airport Advisory Board and staff recommend the appointment of Jason Dougherty to the Airport Advisory Board.

FISCAL NOTE:
None.

ATTACHMENTS:
Airport Advisory Board Applications

Celyn Hurtado

From: gardencity-noreply@enotify.visioninternet.com
Sent: Tuesday, December 7, 2021 8:13 PM
To: Celyn Hurtado
Subject: Garden City: Advisory Board Application

A new entry to a form/survey has been submitted.

Form Name:	Advisory Board Application
Date & Time:	12/07/2021 8:12 PM
Response #:	112
Submitter ID:	16424
IP address:	
Time to complete:	7 min. , 36 sec.

Survey Details

Page 1

1. Name
Michael Cook

2. Phone Number
(620) 214-4310

3. Address
1302 Cloud Cir Garden City, Ks 67846

4. Email Address
mcook95@yahoo.com

5. Occupation
Manager

6. Place of Employment
Builders FirstSource

7. How long have you been a resident of Garden City/Finney County?
2.5 years

8. Describe why you are interested in serving on a board/commission.
Better understanding of what is happening in and around garden city. Want to help shape the growth of garden city

9. Other applicable experience:
Treasurer of SouthWest Kansas Builders Association

10. Please indicate those advisory boards/commissions on which you are interested in serving:

[×] Airport Advisory Board
[×] Planning Commission
[×] Police/Citizen Advisory Board

Thank you,
Garden City

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Celyn Hurtado

From: gardencity-noreply@enotify.visioninternet.com
Sent: Monday, August 14, 2023 11:20 PM
To: Celyn Hurtado
Subject: Garden City: Advisory Board Application

A new entry to a form/survey has been submitted.

Form Name:	Advisory Board Application
Date & Time:	08/14/2023 11:19 PM
Response #:	178
Submitter ID:	19703
IP address:	
Time to complete:	7 min. , 38 sec.

Survey Details

Page 1

1. Name
Shajia Donecker

2. Phone Number
(620) 640-4643

3. Address
723 Davis St.

4. Email Address
Ahmad.shajia@gmail.com

5. Occupation
Social Media Specialist

6. Place of Employment
Wheatland Electric Cooperative, Inc.

7. How long have you been a resident of Garden City/Finney County?
15 years

8. Describe why you are interested in serving on a board/commission.
I am a fairly frequent traveler in and out of our local airport. I am excited about the recent developments at our airport, and have followed the airport's developments as long as I have been a local resident (15+ years). I have been interested in some time in serving on this specific board and am finally taking action.

9. Other applicable experience:

I am a communications professional and avid international traveler. I believe my work and personal experiences lend themselves well to this specific board.

10. Please indicate those advisory boards/commissions on which you are interested in serving:

[×] Airport Advisory Board

Thank you,
Garden City

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Celyn Hurtado

From: gardencity-noreply@enotify.visioninternet.com
Sent: Tuesday, February 8, 2022 10:43 PM
To: Celyn Hurtado
Subject: Garden City: Advisory Board Application

A new entry to a form/survey has been submitted.

Form Name:	Advisory Board Application
Date & Time:	02/08/2022 10:43 PM
Response #:	121
Submitter ID:	16685
IP address:	
Time to complete:	2 min. , 43 sec.

Survey Details

Page 1

1. Name
Jason Dougherty

2. Phone Number
(620) 290-1802

3. Address
1621 E Fulton

4. Email Address
jason@legacyautocenter.net

5. Occupation
Business Owner

6. Place of Employment
Dougherty, Inc

7. How long have you been a resident of Garden City/Finney County?
15 years

8. Describe why you are interested in serving on a board/commission.
Previously served. Want to ensure an active and growing community airport.

9. Other applicable experience:
Pilot, aircraft owner, hanger occupant. Also serve on Wheatland board, previously served on Airport board.

10. Please indicate those advisory boards/commissions on which you are interested in serving:

[×] Airport Advisory Board
[×] Planning Commission
[×] Zoning Board of Appeals

Thank you,
Garden City

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Garden City: Advisory Board Application

gardencity-noreply@enotify.visioninternet.com <gardencity-noreply@enotify.visioninternet.com>
Wed 8/28/2024 3:05 PM
To:City Clerk <City.Clerk@gardencityks.us>

A new entry to a form/survey has been submitted.

Form Name:	Advisory Board Application
Date & Time:	08/28/2024 3:05 PM
Response #:	218
Submitter ID:	21622
Time to complete:	20 min. , 44 sec.

Survey Details

Page 1

1. **Name**
   Anna Hemenway

2. **Phone Number**
   (605) 461-1368

3. **Address**
   103 Santa Fe Ave Holcomb, KS 67851

4. **Email Address**
   ahemenway@dfamilk.com

5. **Occupation**
   Process Technologist

6. **Place of Employment**
   Dairy Farmers of America

7. **How long have you been a resident of Garden City/Finney County?**
   4.5 years

8. **Describe why you are interested in serving on a board/commission.**
   In general, I would like to be a part of the community and serve as a helpful voice.
   Depending on the board, I have interests that relate back to my job position, but more so my interest lies more in wanting to be a part of the community that is now my home. I have interest in the airport since I travel for work through the airport fairly often. As an active community member, the health committee is of interest due to being a CrossFit trainer and wanting the best for our community for health and wellness businesses. Public utilities comes back to my interest in reducing wastes, process improvement, and wastewater optimization which is a main area of my job within DFA. I have an interest in Parks and Rec since I have a 1 year old daughter who will love parks and the outdoors and I enjoy running on trails myself and want great events for our area. And honestly the zoo board just sounds fun since improving and helping a family friendly business is within also my interest.

9. **Other applicable experience:**

My experience most lies in understanding processes and process improvement and reducing waste from my position at DFA. As also a health trainer in the community that brings at least an opinion on what we have and what our area lacks in for wellness. Other experiences of being on boards or leadership are from being in college such as my sorority, the dairy club and other various groups I have been a part of over the years with professionally led meetings.

10. Please indicate those advisory boards/commissions on which you are interested in serving:

[×] Airport Advisory Board

[×] Community Health Advisory Board

[×] Public Utilities Advisory Board

[×] Parks & Recreation Advisory Board

[×] Zoo Advisory Board

Thank you,
Garden City

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Garden City: Advisory Board Application

gardencity-noreply@enotify.visioninternet.com <gardencity-noreply@enotify.visioninternet.com>

Thu 8/22/2024 10:04 PM

To:City Clerk <City.Clerk@gardencityks.us>

A new entry to a form/survey has been submitted.

Form Name:	Advisory Board Application
Date & Time:	08/22/2024 10:03 PM
Response #:	212
Submitter ID:	21600
Time to complete:	8 min. , 27 sec.

Survey Details

Page 1

1. **Name**
   Bradley Kolowski

2. **Phone Number**
   (309) 231-7762

3. **Address**
   2204 Idlewild Way Garden City, KS 67846

4. **Email Address**
   bkolowskilll@yahoo.com

5. **Occupation**
   Financial Advisor

6. **Place of Employment**
   Edward Jones

7. **How long have you been a resident of Garden City/Finney County?**
   7

8. **Describe why you are interested in serving on a board/commission.**
   I Have played golf for nearly 30 years. I want to help keep our golf course in great shape and help it became an even greater attraction to our community than it already is. My wife and kids are also getting into the game and I want to help keep Buffalo Dunes a great family attraction.

   I am so proud of our airport. I want to help it continue to grow and offer more flights in the future. I have always had an interest in aviation since I was a little kid.

9. **Other applicable experience:**
   I worked at one of the nicest golf courses in Illinois (Weaverridge Golf Course) during high school and college.

   I am a Chamber Ambassador and am actively involved in the community.

10. Please indicate those advisory boards/commissions on which you are interested in serving:

[×] Airport Advisory Board

[×] Golf Advisory Board

Thank you,
Garden City

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ADVISORY BOARD APPLICATION

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

1. Name *

steve michel

2. Phone Number *

6202712929 ext.

3. Address *

1413 West Mary Street

4. Email Address *

plants@wbsnet.org

5. Occupation

self employed

6. Place of Employment

Prairie Wind Aquatics, Prairie Wi

7. How long have you been a resident of Garden City/Finney County? *

over 50 years

8. Describe why you are interested in serving on a board/commission. *

I have served 2-2 year terms on the Utilities Advisory Board and must lay off that board for 1 year.

9. Other applicable experience: *

Business owner for over 20 years, school bus driver for 15 years, worked in the lumber business for25 years.

10. Please indicate those advisory boards/commissions on which you are interested in serving: *

- [x] Airport Advisory Board
- [ ] Art Grant Committee
- [ ] Community Health Advisory Board
- [ ] Golf Advisory Board
- [ ] Local Housing Authority
- [x] Planning Commission
- [ ] Public Utilities Advisory Board
- [ ] Traffic Advisory Committee
- [ ] Zoo Advisory Board
- [ ] Alcohol Fund Advisory Committee (AFAC)
- [ ] Building Safety Board of Appeals
- [ ] Cultural Relations Board
- [ ] Landmarks Commission
- [ ] Public Grounds and Tree Board
- [ ] Police/Citizen Advisory Board
- [ ] Parks & Recreation Advisory Board
- [x] Zoning Board of Appeals
- [ ] Finney County Transit Advisory Board

To receive a copy of your submission, please fill out your email address below and submit.

Email Address plants@wbsnet.org

Verification expired. Check the checkbox again.

I'm not a robot reCAPTCHA Privacy - Terms

SUBMIT

Page 1 / 1

Celyn Hurtado

From: gardencity-noreply@enotify.visioninternet.com
Sent: Friday, December 8, 2023 1:23 PM
To: City Clerk
Subject: Garden City: Advisory Board Application

A new entry to a form/survey has been submitted.

Form Name:	Advisory Board Application
Date & Time:	12/08/2023 1:23 PM
Response #:	191
Submitter ID:	20303
IP address:	
Time to complete:	11 min. , 31 sec.

Survey Details

Page 1

1. Name
James Randall

2. Phone Number
(620) 277-5687

3. Address
P.O. Box 13

4. Email Address
jimr@vsb.bank

5. Occupation
Banking

6. Place of Employment
Valley State Bank

7. How long have you been a resident of Garden City/Finney County?
1972-1986 and 2003-today

8. Describe why you are interested in serving on a board/commission.
Help Garden City / Finney County with prosperous growth in relation to adequate and common sense regulations and good quality controls with procedures and policies.

9. Other applicable experience:

served on other boards, helped Seibert Colorado with growth and improving the community. was mayor for a term. helped Tumbleweed Festival for the past 15 years. been involved in a lot of development projects from the financing end. as well as been part of a lot building projects whether commercial or consumer from the financing end.

10. Please indicate those advisory boards/commissions on which you are interested in serving:

[×] Airport Advisory Board
[×] Planning Commission
[×] Traffic Advisory Committee

Thank you,
Garden City

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Celyn Hurtado

From: noreply@civicplus.com
Sent: Wednesday, April 2, 2025 12:33 PM
To: Celyn Hurtado; Kori Longoria; Yeimi Darville
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

Name	Brian Thomas
Phone Number	6207650569
Address	1517 upland rd
City	Garden City
State	KS
Zip Code	67846
Email Address	Brians6122@yahoo.com
Occupation	Manager
Place of Employment	Petco
How long have you been a resident of Garden City/Finney County?	Since 2000
Describe why you are interested in serving on a board/commission.	Served under previous Chief and would love to still be involved. Best way I can help the community.
Other applicable experience	*Field not completed.*
Please indicate those advisory boards/commissions on	Public Safety Advisory Board, Airport Advisory Board

which you are
interested in serving

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Kori Longoria

From: noreply@civicplus.com
Sent: Monday, November 11, 2024 2:51 PM
To: Celyn Hurtado; Kori Longoria; Yeimi Darville
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

Name	Aaron Zeller
Phone Number	6202724949
Address	2005 Parkwood Lane
City	Garden City
State	Kansas
Zip Code	67846
Email Address	aaronz@awioil.com
Occupation	CFO
Place of Employment	American Warrior
How long have you been a resident of Garden City/Finney County?	45 Years
Describe why you are interested in serving on a board/commission.	As a lifelong resident, I care about the development of Garden City. I can add valuable input through work and life experiences so that Garden City continues to grow in a responsible but progressive way. Garden City is a growing community with thoughtful leaders, and I want to be a part of its future success.
Other applicable experience	Elder, First Southern Baptist Church, CFO of numerous operating entities in the oil and gas, manufacturing, restaurant and hotel sector, volunteer Meals on Wheels, volunteer youth sports coach

Please indicate those advisory boards/commissions on which you are interested in serving	Airport Advisory Board, Zoning Board of Appeals, Planning Commission

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Celyn Hurtado

From: noreply@civicplus.com
Sent: Friday, January 17, 2025 10:36 PM
To: Celyn Hurtado; Kori Longoria; Yeimi Darville
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

Name	Edward Stephen Ziegler
Phone Number	6205216551
Address	1305 E Johnson St
City	Garden City, ks
State	KS
Zip Code	67846
Email Address	ltcsz@protonmail.com
Occupation	Retired Army Officer, Registered Nurse, Avid Flight Simulator Pilot
Place of Employment	Retired
How long have you been a resident of Garden City/Finney County?	20 years
Describe why you are interested in serving on a board/commission.	Service to Community
Other applicable experience	Former Board Member
Please indicate those advisory	Airport Advisory Board, Public Safety Advisory Board

boards/commissions on
which you are
interested in serving

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GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: August 5, 2025
RE: Appointment to the Public Safety Advisory Board

ISSUE:
The Governing Body is asked to consider and approve an appointment to the Public Safety Advisory Board (PSAB).

BACKGROUND:
The Public Safety Advisory Board (PSAB) has seven vacant board positions, representing the Business, Medical, Religious, Homemaker, and the Garden City High School and Garden City Community College Student interest groups, as well as a County Resident living outside of the corporate limits of Garden City. Todd Linder has submitted an application and is recommended by the PSAB to fill the Business vacancy. His term would expire in December 2028 and is recommended for the appointment based on expertise and proactive involvement and advocacy within the community. The PSAB has received additional applications from individuals interested in serving on the board and will reach out to those applicants about their interest and meeting criteria of other available vacancies.

ALTERNATIVES:
1. The Governing Body may appoint Todd Linder to fill the Business vacancy on the PSAB, with his term expiring in December 2028.
2. The Governing Body may deny the appointment and recommend the PSAB continues to recruit board members.

RECOMMENDATION:
Staff recommends the Governing Body appoint Todd Linder to fill the Business vacancy on the PSAB, with his term expiring in December 2028.

FISCAL NOTE:
None.

ATTACHMENTS:
Todd Linder Application

Erinn Reyes

From: Kori Longoria
Sent: Monday, June 16, 2025 11:08 AM
To: Erinn Reyes; Courtney Prewitt; Kacy Quintana; Jocelyne Hernandez
Subject: FW: Online Form Submittal: Advisory Board Application

Kori Longoria
Deputy City Clerk
City of Garden City
301 N. 8th St. | P.O. Box 998 | Garden City, KS 67846
Ph. 620.276.1160
kori.longoria@gardencityks.us | www.garden-city.org

GARDEN CITY
— KANSAS —

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, June 16, 2025 8:42 AM
To: Celyn Hurtado <Celyn.Hurtado@gardencityks.us>; Kori Longoria <kori.longoria@GardenCityKS.US>; Yeimi Darville <yeimi.darville@gardencityks.us>
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

If you are interested in serving on a planning or advisory board/committee, please fill out the following application.

Name	Todd Linder
Phone Number	6206406734
Address	3019 West Oller Road
City	GARDEN CITY
State	KS
Zip Code	67846
Email Address	tlinder69@yahoo.com

Occupation	Regional Production Manager UniFirst Corporation
Place of Employment	Unifirst Corp
How long have you been a resident of Garden City/Finney County?	25 plus
Describe why you are interested in serving on a board/commission.	I believe it's important to an outside outlook on problems that face our growing community. An extra set of eyes and a analytical review of situations that arise never hurts in the business world. Would be proud to be placed in a role that benefits our community.
Other applicable experience	30 plus years of managerial experience running multi million dollar industries, to include managing people, schedules, payroll, safety, maintenance, budgets ect, ect ect. 2 years as a safety advocate on distracted driving and roadway violence after my 16 year old daughter Cassy was killed.
Please indicate those advisory boards/commissions on which you are interested in serving	Public Safety Advisory Board, Traffic Advisory Committee

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GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Rachelle Powell, Director of Aviation
DATE: August 5, 2025
RE: Airport Grant Agreement 3-20-0024-051-2025 Snow Removal Equipment

---

ISSUE:
The Governing Body is asked to consider and approve the Grant Agreement for the acquisition of snow removal equipment for the Garden City Regional Airport - Airport Improvement Project (AIP) 3-20-0024-051-2025 in the amount of $821,313.

BACKGROUND:
Airport Improvement Program (AIP) 3-20-0024-051-2025 is the acquisition of snow removal equipment for the Garden City Regional Airport. The airport opened bids on May 16, 2025. One bid was received for Base Bid A, which is an airport specific snow removal carrier vehicle with snowplow and runway broom. M-B Companies, Inc., provided the bid and is a sole source provider for airport specific snow removal equipment. The bid and Application for Federal Assistance was approved by the Governing Body on June 17, 2025.

ALTERNATIVES:
1. The Governing Body may approve the Grant Agreement for the acquisition of snow removal equipment for the Garden City Regional Airport - Airport Improvement Project (AIP) 3-20-0024-051-2025 in the amount of $821,313.
2. The Governing Body may not approve the Grant Agreement for the acquisition of snow removal equipment for the Garden City Regional Airport - Airport Improvement Project (AIP) 3-20-0024-051-2025 in the amount of $821,313.
3. The Governing Body may provide guidance to staff.

RECOMMENDATION:
Staff recommends the Governing Body approves the Grant Agreement for the acquisition of snow removal equipment for the Garden City Regional Airport - Airport Improvement Project (AIP) 3-20-0024-051-2025 in the amount of $821,313.

FISCAL NOTE:
The acquisition of snow removal equipment is in the 2026 airport budget fund 56261100-3001 as the equipment will be delivered in 2026. The Grant Agreement is in the amount of $821,313, which is the 95% Federal Aviation Administration's (FAA) share of the project. The City's 5% share is $43,227 for the total project cost of $864,540.46. The City's 5% share is funded through Passenger Facility Charges (PFCs).

ATTACHMENTS:

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	
Airport/Planning Area	**Garden City Regional**
Airport Infrastructure Grant Number	**3-20-0024-051-2025**
Unique Entity Identifier	**UGL6E6W4B7X9**

TO: **City of Garden City, Kansas**
(herein called the "Sponsor") (The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 10, 2025**, for a grant of Federal funds for a project at or associated with the **Garden City Regional Airport** which is included as part of this Grant Agreement; and

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

Acquire Snow Removal Equipment (Carrier Vehicle with Broom and Snow Plow)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) of the allowable costs incurred accomplishing the

Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is **$821,313.00**.

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

$0 for planning

$821,313.00 for airport development or noise program implementation; and,

$0 for land acquisition.

2. Grant Performance. This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C. § 47142(b).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with

the information available at the end of 120 days. (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

    a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

    b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

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

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

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

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

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the

"planning" component of Condition No. 1, Maximum Obligation.

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

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

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and

other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in persons, including the following acts:

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

c) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

d) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

e) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

f) Charging recruited employees a placement or recruitment fee; or

g) Providing or arranging housing that fails to meet the host country's housing and safety standards.

2. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant; or

ii. Has an employee that is determined to have violated a prohibition in paragraph(b)(1) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a recipient other than a private entity.*

1. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

i. Is determined to have violated a prohibition in paragraph (b)(1) of this Grant or

ii. Has an employee that is determined to have violated a prohibition in paragraph (b)(1) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b)(1) of this Grant.

2. The FAA's right to unilaterally terminate this Grant as described in paragraphs (b)(2) or (c)(1) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

3. The recipient must include the requirements of paragraph (b)(1) of this Grant award term in any subaward it makes to a private entity.

4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

e. *Definitions. For purposes of this Grant award, term:*

1. "Employee" means either:

i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

2. "Private entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. IIJA Funded Work Included in a PFC Application. Within **120** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any

expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **August 04, 2005**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment**. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act**. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

FAA Reauthorization Act of 2024. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text

29. **Applicable Federal Anti-Discrimination Laws**. Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

30. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

31. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

        (1) additional conditions on the award;

        (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

        (3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

32. **Signage Costs for Construction Projects**. The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

33. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

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

a. House and maintain the equipment in a state of operational readiness on and for the airport;

b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

c. Restrict the vehicle to on-airport use only;

d. Restrict the vehicle to the use for which it was intended; and

e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

35. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

36. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

37. Protection of Runway Protection Zone - Easement. The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

38. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

UNITED STATES OF AMERICA

FEDERAL AVIATION ADMINISTRATION

(Signature)

Rodney N. Joel

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

`Dated _____

City of Garden City

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Kansas__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

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

"The (**Garden City Regional Airport**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;

4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of June 10, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: John Presisto, Planner
DATE: August 5, 2025
RE: Replat - Orosco Second Addition

ISSUE:
The Governing Body is asked to consider and approve the Orosco Second Addition replat.

BACKGROUND:
Duane Palmberg, with Palmberg Land Surveying Services, is requesting approval of the Orosco Second Addition replat. The property is generally located at 706 W. Emerson Avenue and contains +/- 3.08 acres. The property is currently vacant and is now zoned "R-3" Multiple Family Residential District. This property has recently gone through the rezone process (GC2025-18) to rezone the rest of the property that was zoned "R-1" Single Family Residential District to "R-3" Multiple Family Residential District to allow for an apartment complex.

The developer intends to combine these lots to build an apartment complex comprising of two three-story buildings with each building having 24 units, ranging from two to three bedroom units with two bathrooms. If awarded, the developer intends to use the Kansas Housing Investor Tax Credits (KHITC) for this project.

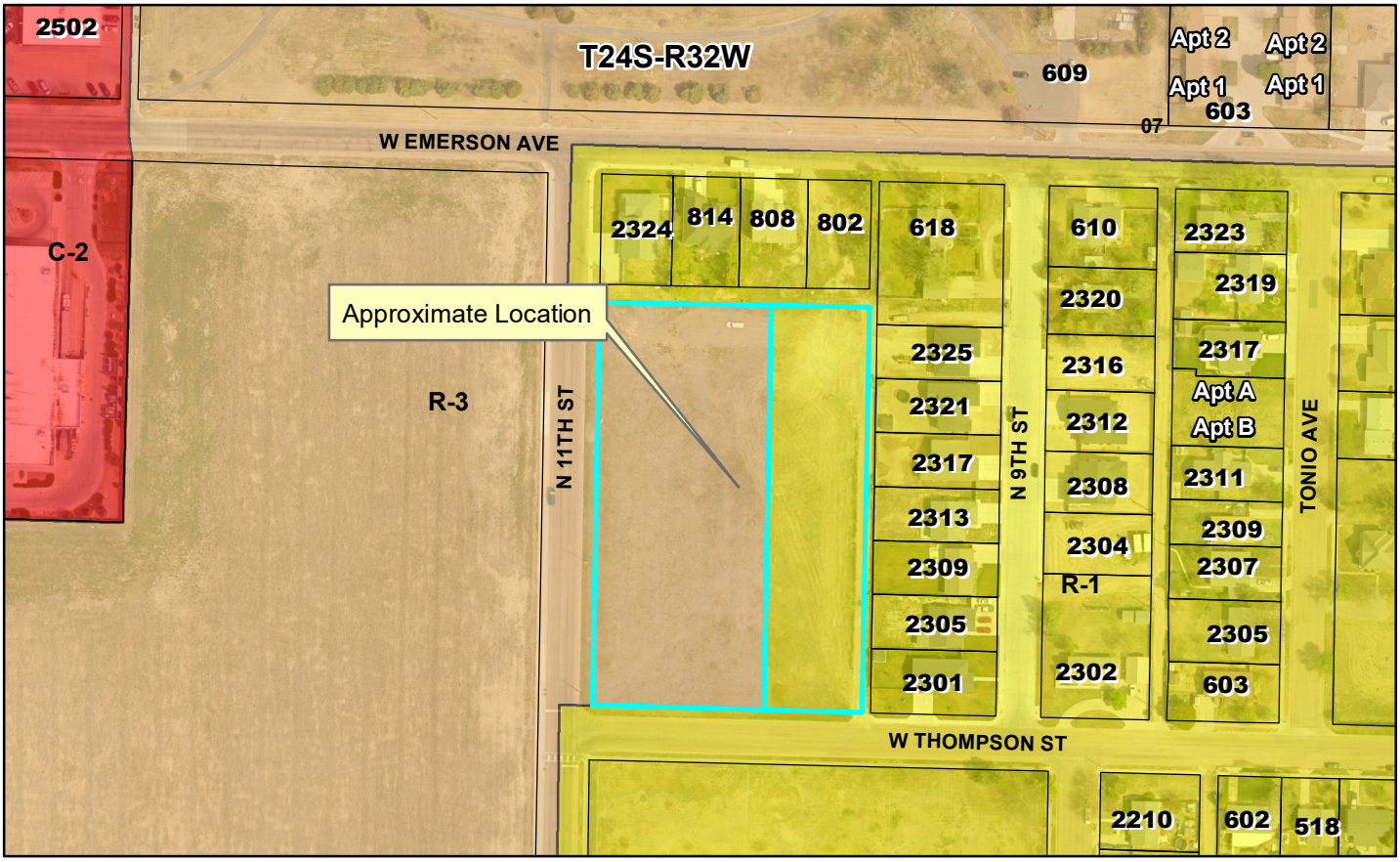
The second submittal was presented for plat review on July 14, 2025, and met the minimum requirements of the Zoning and Subdivision Regulations. The Planning Commission recommended approval by unanimous vote of the plat at the July 17, 2025, meeting (minutes attached).

ALTERNATIVES:
1. The Governing Body may approve the Orosco Second Addition replat.
2. The Governing Body may not approve the Orosco Second Addition replat.

RECOMMENDATION:
Staff recommends that the Governing Body adopt the Planning Commission's recommendation and approve the Orosco Second Addition replat.

FISCAL NOTE:
There is no fiscal impact.

ATTACHMENTS:
Vicinity Map
Replat - Orosco Second Addition



Case Number: GC2025-25
Applicant: Duane Palmberg
Location: 706 W. Emerson Avenue, Garden City, KS
Request: Approval of the Orosco Addition replat.

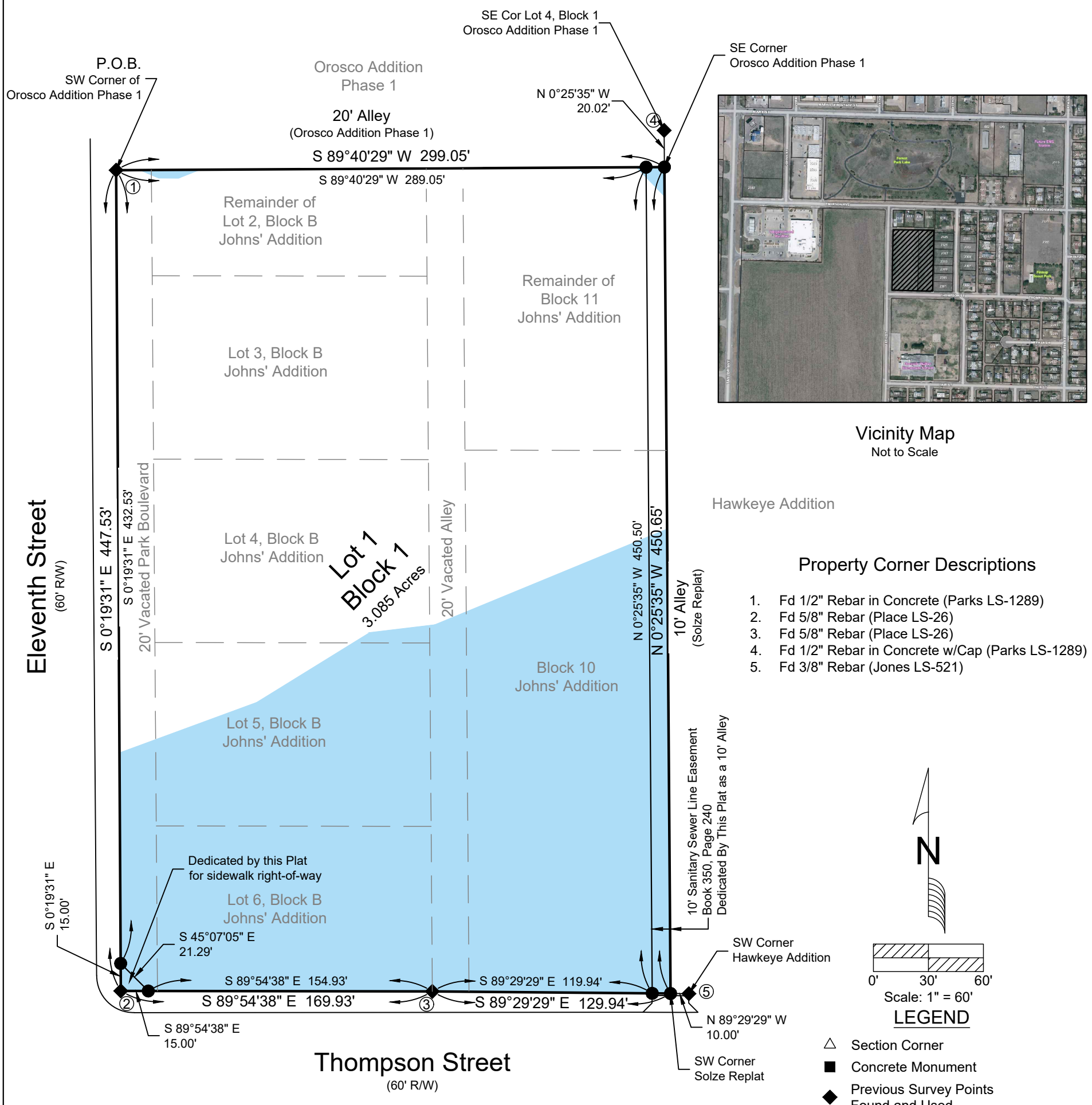


Orosco Second Addition

A Replat of Block 10, Part of Block 11 and
Part of Block B all in Johns' Addition in
Garden City, Finney County, Kansas

MEETS REQUIREMENTS
City of Garden City, KS
Project Number: SPGC25-31
Approved by: SR
Date: 14Jul2025
No. of Pages: 2(PLAT)
2nd Submittal

RECEIVED
City of Garden City, KS
Project Number: SPGC25-31
Received by: MB
Date: 07Jul2025
No. of Pages: 2 (PLAT)
2nd Submittal



Vicinity Map
Not to Scale

Property Corner Descriptions

1. Fd 1/2" Rebar in Concrete (Parks LS-1289)
2. Fd 5/8" Rebar (Place LS-26)
3. Fd 5/8" Rebar (Place LS-26)
4. Fd 1/2" Rebar in Concrete w/Cap (Parks LS-1289)
5. Fd 3/8" Rebar (Jones LS-521)

N

0' 30' 60'
Scale: 1" = 60'

LEGEND

- △ Section Corner
- ■ Concrete Monument
- ◆ Previous Survey Points Found and Used
- ● Set 1/2" Rebar w/Pink Plastic Cap (Palmberg PS1382)
- Not To Scale
- ( ) Parks (LS-1289) Distance
- { } Place (LS-26) Distance
- < > GLO Distance

Acreage

Lot 1, Block 1:	2.976 Acres
Dedicated Area:	0.106 Acres
Total Area:	3.085 Acres

Zoning Note:
This Plat is subject to the R-3, Multiple Family Residential District Zoning Regulations and Setbacks.

Community Determined Flood Hazard Area Note:
The shaded portion of this plat is located in Flood Hazard Zone X.

Survey Review
I, hereby certify, that this plat was reviewed by me and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Surveys.

David J. Matthews Licensed LS-1114 Kansas Land Surveyor

I hereby certify, that this drawing represents the results of a field survey completed by me on July 7, 2025.

DUANE K. PALMBERG LICENSED LS-1382 KANSAS LAND SURVEYOR

Palmberg Land Surveying Services, LLC
901 W. Mary Street Garden City, KS 67846
Garden City Office (620)277-2002 Ashland Office (620)255-9530
duane@plss-ks.com www.plss-ks.com

Notes:
1. The Basis of Bearings is the E. R/W line of Eleventh Street, assumed to be N 0°19'31" W.
2. Error of Closure: >1:220,000 0.01'@S 75°00'50" E

Orosco Second Addition
A Replat of Block 10, Part of Block 11 and
Part of Block B all in Johns' Addition in
Garden City, Finney County, Kansas

File Name: 2025-022	Job Number: 2025-022	Date: 7/7/ 2025

Orosco Second Addition

A Replat of Block 10, Part of Block 11 and
Part of Block B all in Johns' Addition in
Garden City, Finney County, Kansas

Boundary Descriptions of Record
Book 291, Page 622 & Book 301, Page 361

Block Ten (10) and Eleven (11), John's Addition to the City of Garden City, Finney County, Kansas.

AND

That part of NW/4 of Section 7, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, formerly platted as Block B of John's Addition to the City of Garden City, Finney County, Kansas, and that part of the vacated alley lying adjacent thereto, except that part platted as Orosco Addition Phase 1.

Land Surveyor's Boundary Description

A tract of land located in the vacated Block 10, 11 and B, and included alley in Johns' Addition to Garden City, Finney County, Kansas, more fully described as follows:

Beginning at the Southwest corner of Orosco Addition Phase 1,
Thence on an assumed bearing of South 0°19'31" East, on the East right-of-way line of Eleventh Street for 447.53 feet to the North right-of-way line of Thompson Street;
Thence South 89°54'38" East, on said North right-of-way line, for 169.93 feet;
Thence South 89°29'29" East, continuing on said North right-of-way line, for 129.94 feet to the West line of an existing alley;
Thence North 0°25'35" West, on said West line, for 450.65 feet to the Southeast corner of Orosco Addition Phase 1;
Thence South 89°40'29" West, on the South line of said Orosco Addition Phase 1, for a distance of 299.05 feet to the Point of Beginning.

Owner's Certification

State of Kansas)
) ss:
County of Lyon)

We, Harold Orosco, Ofelia Orosco and Josh Orosco, being the owners of the property described hereon, have caused the same to be surveyed and subdivided, and hereby dedicate said plat, rights-of-ways and public utility easements.

Harold Orosco

Ofelia Orosco

Josh Orosco

Notary Acknowledgment

State of Kansas)
) ss:
County of Finney)

This dedication was acknowledged before me, the undersigned officer, by Harold Orosco, Ofelia Orosco and Josh Orosco, this ____day of _____ , 2025

Notary Public
for Harold Orosco

Notary Public
for Ofelia Orosco

Notary Public
for Josh Orosco

Holcomb - Garden City - Finney County
Area Planning Commission Approval

The Replat described herein has been reviewed and considered by the Holcomb - Garden City - Finney County Area Planning Commission, this____day of _____ 2025, and same is hereby recommended for final approval.

Deborah Oyler, Chairman

Trent Maxwell, Secretary

City of Garden City

State of Kansas)
) ss:
County of FInney)

These rights-of-ways and easements accepted by the Governing Body of the City of Garden City, Kansas, as shown on said plat, are hereby dedicated this ____ day of _____, 2025.

Roy Cessna, Mayor

Attest: Celyn Hurtado,City Clerk

Palmberg Land Surveying Services, LLC
901 W. Mary Street Garden City, KS 67846
Garden City Office (620)277-2002 Ashland Office (620)255-9530
duane@plss-ks.com www.plss-ks.com

Orosco Second Addition
A Replat of Block 10, Part of Block 11 and
Part of Block B all in Johns' Addition in
Garden City, Finney County, Kansas

File Name: 2025-022	Job Number: 2025-022	Date: 7/7/2025

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

July 17, 2025

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, July 17, 2025, 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 Anliker called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Crist, Member Dick, Member Hands, Member Randall and Member Rupp. Also present were Staff Presisto, Staff Thompson, Staff Phillips & Staff Jarmer.

2. APPROVAL OF MINUTES – June 19, 2025

Member Randall made a motion to approve the minutes from June 19, 2025. *Member Crist* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Not Present	Yea	Yea	Yea	Not Present	Not Present	Yea	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

GC2025-25: Palmberg Land Surveying Services has filed an application for the Orosco Second Addition replat for the property generally located at 706 W. Emerson Avenue, Garden City, KS on behalf of Harold, Josh & Obelia Orosco.

Staff Presisto- Presented Staff Report.

Duane Palmberg, Palmberg Land Surveying, Representative for Applicant- I did get it resubmitted and approved (site plan review).

MEMBER DICK MADE A MOTION TO RECOMMEND APPROVAL OF THE OROSCO SECOND ADDTION PER STAFF RECOMMENDATION ALTERNATIVE ONE. MEMBER RUPP SECOND THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Not Present	Yea	Yea	Yea	Not Present	Not Present	Yea	Yea

Motion passed.

7. ADJOURN

The meeting was adjourned at 9:16 A.M.

Trent Maxwell	Secretary	Deborah Oyler	Chair
Aleecya Charles		Jeana Anliker	Vice-Chair
John Presisto			
Daunte Thompson			

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: August 5, 2025
RE: 2025-2026 Crossing Guard Agreement

ISSUE:
The Governing Body is asked to consider and approve the proposed Crossing Guard Agreement between USD 457 and the Garden City Police Department for the 2025-2026 academic year.

BACKGROUND:
The Garden City Police Department (GCPD) and USD 457 have been partners on several successful initiatives and programs throughout the years. The success of these programs is a testament to the relationship between the City of Garden City and USD 457. One example of this partnership is the Crossing Guard Program that was established in the early 2000s and continues today.

This program is formalized by an agreement with USD 457 and the City of Garden City. The purpose of this agreement is to standardize the policies, procedures, and training that is provided to the school crossing guards with the intent of providing a safe environment for the children walking to and from schools within Garden City.

Through the GCPD, the City of Garden City provides standard equipment and training to candidates for crossing guard duty. Attached is the proposed Crossing Guard Agreement for the 2025-2026 academic year.

ALTERNATIVES:
1. The Governing Body may approve the Crossing Guard Agreement between USD 457 and the City of Garden City for the 2025-2026 academic year.
2. The Governing Body may reject the Crossing Guard Agreement and provide staff with alternative direction.

RECOMMENDATION:
Staff recommends the Governing Body approve the Crossing Guard Agreement between USD 457 and the City of Garden City for the 2025-2026 academic year.

FISCAL NOTE:
The crossing guard equipment is estimated at $200.00, which is budgeted through the Garden City Police Department line item #10021212-5474 (Patrol Equipment).

ATTACHMENTS:
Crossing Guard Agreement 2025-2026

CROSSING GUARD AGREEMENT

THIS CROSSING GUARD AGREEMENT (Agreement) is made and entered into this ____ day of August, 2025, by and between the CITY OF GARDEN CITY, KANSAS (City), and the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS (USD 457).

WHEREAS, USD 457 and City have a desire to provide a safe environment for students walking to and from USD 457 schools and crossing City streets adjacent or close to USD 457 schools; and

WHEREAS, City and USD 457 have a desire to provide crossing guards for USD 457 students, in an efficient and effective manner.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish policies and procedures between City and USD 457 concerning the staffing, training, and administration of personnel assigned as crossing guards on City streets adjacent or close to USD 457 schools.

2. **TERM.** The term of this Agreement shall be for the 2025-26 school year, commencing on August 14, 2025, and ending on May 22, 2026.

3. **TRAINING.** Each person assigned as a crossing guard shall receive:

   (a) A minimum of 4 hours of classroom instruction, which shall include information on methods of traffic control and the duties and responsibilities of adult school crossing guards;
   (b) A minimum of 20 hours of supervised field training;
   (c) Prior to start of each school year, continuing crossing guards will receive 2 hours of retraining and instruction; and
   (d) Substitute crossing guards must also complete the training program prior to assignment as a substitute crossing guard.

4. **DUTIES OF CITY.** City shall be responsible for the following duties under this Agreement:

   (a) Training of crossing guards through the Garden City Police Department (GCPD);
   (b) Crossing guard placement will be determined by the City through traffic engineering studies and consultation with USD 457;
   (c) Providing USD 457 with applications from citizens who are interested in becoming a crossing guard; and
   (b) Providing each crossing guard with a safety equipment and clothing:
      i. ANSI Class 3 high-visibility, yellow/lime safety vest;
      ii. ANSI Class 3 high-visibility, yellow/lime raincoat;
      iii. MUCTD compliant 18”x18” reflective stop paddle;
      iv. Whistle with lanyard; and
      v. High-visibility, yellow/lime reflective ballcap.

5. **DUTIES OF USD 457.** USD 457 shall be responsible for the following duties under this Agreement:

   (a) Recruitment and hiring of crossing guards;
   (b) Administration of all personnel issues pertaining to crossing guards; and
   (c) Assignment of crossing guards to locations identified by City.

6. **SCOPE OF EMPLOYMENT.** All crossing guards shall be employees of USD 457 and shall be under the sole and exclusive direction and control of USD 457.

7. **ADMINISTRATION OF AGREEMENT.** The Chief of Police of the GCPD and the Deputy Superintendent of USD 457 shall be responsible for implementation of this Agreement, and they shall be the contact persons for their respective entities pertaining to any issue involving this Agreement or a crossing guard.

8. **AUTHORITY TO CONTRACT.** City and USD 457 possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, *et seq.*, K.S.A. 72-8201, and the Kansas Constitution, Article 6, Sec. 5; and Article 12, Sec. 5.

9. **ADOPTION.** City and USD 457 shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion. Any subsequent amendment to, or extension of, this Agreement shall also require adoption by appropriate action.

10. **SEPARATE ENTITY.** It is not the intent of City and USD 457 to create a separate legal or administrative entity to perform the functions of this Agreement.

11. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds, by City and USD 457.

12. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than thirty (30) days. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

13. **LEGAL RESPONSIBILITY.** It is not the intent of the City or USD 457 to relieve either party of any obligation or responsibility imposed upon a party by law.

14. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by City or USD 457 for any obligations required under the terms and conditions of this Agreement, City and/or USD 457 may terminate this Agreement pursuant to the notice requirements set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date ROY CESSNA, MAYOR

ATTEST:

_____
Celyn N. Hurtado, City Clerk

BOARD OF EDUCATION, UNIFIED
SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

_____ By_____
Date Randy Ralston, President

ATTEST:

_____
Jennifer Ramos, Clerk of the Board

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GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: August 5, 2025
RE: 2025-2026 School Resource Officer Assignment Agreement

ISSUE:
The Governing Body is asked to consider and approve the proposed agreement and Memorandum of Understanding between USD 457 and the Garden City Police Department (GCPD) to provide School Resource Officers for the 2025-2026 academic year.

BACKGROUND:
The GCPD and USD 457 have been partners on several successful initiatives and programs throughout the years. The success of these programs is a testament to the relationship between the City and USD 457. One example of this partnership is the School Resource Officer (SRO) Program which was established in the 1990s and continues today.

This program is formalized by an agreement with USD 457 and the City of Garden City. The purpose of this agreement is to dedicate police officers in SRO assignments who can provide a safe and secure environment in the designated schools. The four (4) officers assigned to SRO duties are assigned to the high school, middle schools, and intermediate schools. They are present in the schools to investigate and enforce statutes of the State of Kansas and City ordinances and conduct seminars and/or classroom presentations. The GCPD has also provided security at USD 457 after-school events to include dances and sporting events.

Attached is the proposed School Resource Officer Assignment Agreement and the Memorandum of Understanding for the 2025-2026 academic year.

ALTERNATIVES:
1. The Governing Body may approve the proposed agreement and Memorandum of Understanding between USD 457 and the GCPD to provide School Resource Officers for the 2025-2026 academic year.
2. The Governing Body may reject the agreement and Memorandum of Understanding.

RECOMMENDATION:
Staff recommends the Governing Body approve the proposed agreement and Memorandum of Understanding between USD 457 and the GCPD to provide School Resource Officers for the 2025-2026 academic year.

FISCAL NOTE:
Compensation for the School Resource Officers will be in the amount of $308,000.00. USD 457 will

reimburse the GCPD in two incremental payments of $151,500.00. Additionally, GCPD has budgeted funds for the Officers to provide security at various events within USD 457, with the agreement that half of the expenses be reimbursed by USD 457. Upon receipt of reimbursements, funds will then be returned to GCPD line item #10021100-3635 (Police Services Reimbursement).

ATTACHMENTS:

SRO Agreement 2025-2026
MOU 2025-2026

SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") is entered into this _____day of August, 2025, by and between the CITY OF GARDEN CITY, KANSAS ("City"), the GARDEN CITY POLICE DEPARTMENT ("GCPD"), and the BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457 ("USD 457").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the City to assign uniformed law enforcement officers (hereinafter referred to as "SROs"), vehicles, radios and all necessary equipment for the School Resource Officer Program. SROs will work with school personnel in providing alcohol and drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response during on-campus or school related criminal activity.

2. **TERM.** The term of this Agreement shall be from the first day of school in August 2025 through the last day of school in May 2026, as designated by USD 457's academic calendar, provided that the term may be extended by USD 457 as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, SROs shall perform regular police duties at a duty station as determined by the City's Chief of Police.

3. **TERMINATION.** This Agreement may be terminated without cause by either party upon 30 days prior written notice.

4. **RELATIONSHIP OF PARTIES.** The City and SROs shall have the status of an independent contractor of USD 457 for purposes of this Agreement. All SROs assigned to USD 457 shall be considered employees of the City, subject to the City's control and supervision. Assigned SROs will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. USD 457 agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by SROs assigned to USD 457. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by USD 457 to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

The City will continue to maintain all records concerning the performance of services here listed, including SRO employment records and any reports required by the City's Standards of Conduct or Standard Operating Procedure.

5. **CONSIDERATION.** USD 457 shall pay to City, the sum of Three Hundred Eight Thousand Dollars ($308,000.00), for the services of four (4) law enforcement officers for the 2025-26 school year. The payments from USD 457 to City shall be made as follows: One Hundred Fifty-one Thousand Five Hundred Dollars ($151,500.00) on or before December 15, 2025, and the remaining amount of One Hundred Fifty-six Thousand Five Hundred Dollars ($156,500.00) on or before June 15, 2026. The amount paid by USD 457 represents three-fourths of the total salary and benefits to be paid to the law enforcement officers.

6. **SRO RESPONSIBILITIES.** SROs assigned to USD 457 shall:

   a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol and drug issues, violence diffusion, violence prevention, and other safety issues in the school community.

   b. Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO. SROs also will share information with an administrator about persons and conditions that pertain to campus safety concerns.

   c. Provide informational in-services and be a general resource for USD 457 staff on issues related to alcohol, drugs, violence prevention, gangs, safety, and security.

   d. Gather information regarding potential emerging issues such as criminal activity, gang activity and student unrest, as well as attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

   e. Take the appropriate steps consistent with a Kansas law enforcement officer's duty when a crime occurs.

   f. Present educational programs to students and school staff on topics agreed upon by both parties.

   g. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

   h. Notify the building principal as soon as practicable of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).

   i. Refer violations of USD 457's discipline code to USD 457 administration. SROs shall not act as school disciplinarians, nor make recommendations regarding school discipline. USD 457 administrators are solely responsible for school discipline and will not request the SROs assistance in such matters. SROs shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.

   j. SROs are not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, SROs may assist USD 457 employees until the problem is solved.

k. Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SROs or the City beyond the general duties that exist for law enforcement officers within the State.

l. Maintain the confidentiality of student records, as outlined in paragraph 11 below.

7. **TIME AND PLACE OF PERFORMANCE.** The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or police department requirements. SROs shall be and remain full-time uniformed law enforcement officers of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute SRO to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. SROs' activities will be restricted to their assigned school grounds except for:

a. Follow-up home visits when needed as a result of school related student problems.

b. School related off-campus activities when SRO participation is requested by the principal and approved by the City.

c. Responding to off-campus, but school related, criminal activity.

d. Responding to emergency police activities.

8. **USD 457 RESPONSIBILITIES.**

a. USD 457 will provide each SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.

b. USD 457 will report crimes to law enforcement in accordance with USD 457's board policy. The City will be the primary investigative agency of such crimes that are reported to them by USD 457.

9. **SEARCH AND SEIZURE; INTERROGATIONS.**

a. Any searches of students and any searches and/or seizures of property conducted by SROs for law enforcement purposes shall be limited to and performed in accordance USD 457's school board policies, so long as those policies do not conflict with GCPD Standard Operating Procedure.

b. Any interviews of students conducted by SROs for law enforcement purposes shall be limited to and performed in accordance with USD 457's school board policy, so long as the policy does not conflict with GCPD Standard Operating Procedure, attached hereto.

10. **STUDENT RECORDS.** The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students. SROs, acting as school officials, may request student records from a USD 457 administrator for legitimate educational purposes. SROs may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA.

11. **INDEMNITY.** Indemnification for both parties will be governed by the Kansas Tort Claims Act.

12. **MISCELLANEOUS.**

a. This Agreement is subject to the terms of Form DA146a (Rev. 07/19), which is attached hereto to and made part of this Agreement as though fully set forth in this Agreement.

b. Neither the City nor USD 457 may assign this Agreement without the prior written approval of both parties.

c. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas law.

d. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

e. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.

f. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.

g. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date ROY CESSNA, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

GARDEN CITY POLICE DEPARTMENT

_____ By _____
Date Courtney E. Prewitt, Chief

BOARD OF EDUCATION,
UNIFIED SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

_____ By _____
Date RANDY RALSTON, President

ATTEST:

_____
JENNIFER RAMOS, Clerk of the Board

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made this ____ day of August, 2024, by and between the City of Garden City, Kansas, Garden City Police Department, and Unified School District No. 457 for the School Resource Officer Program.

I. GOALS AND OBJECTIVES

A. Mission Statement

The City of Garden City, Kansas (the “City”), on behalf of its unincorporated agency, the Garden City Police Department ("GCPD"}, and Unified School District No. 457 ("USD 457"), mutually agree that maintaining an atmosphere where teachers feel safe to teach, and students feel safe to learn, benefits the Garden City community and society as a whole. To foster this goal, GCPD has created a School Resource Officer ("SRO") Program. The SRO Program ("Program") consists of specially trained GCPD law enforcement officers assigned to USD 457 high school and middle schools, who provide education, intervention, counseling, deterrence, and law enforcement, not only to students and staff, but also to the Garden City community. SROs also provide support to USD 457 intermediate and elementary schools as time and resources permit.

B. Relationship of Parties

SROs shall be employees of the City/GCPD and subject to their control and supervision. Nonetheless, USD 457 shall designate each SRO as a "school official" and a "law enforcement unit," as both terms are defined by the Family Educational Rights and Privacy Act ("FERPA"}, 20 USC§ 1232g, and associated regulations.

This Agreement does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties. The parties agree that no employees they respectively assign to accomplishing the goals of the Agreement shall in any way be considered employees of the other party, nor shall they be entitled to any employee benefits provided by the other party.

C. Description of General Duties

1. SROs will:

    a. Present law-related curriculum to USD 457 students, staff, and parents.

    b. Provide USD 457 students, staff, and parents law-related guidance and information on available community resources.

    c. Assist with facilitating resolution of USD 457 student conflicts and guiding students and parents to appropriate community services, working closely with USD 457 social workers, counselors, and administrators to ensure student access to all available resources.

d. Provide a positive law enforcement presence in USD 457 schools and community. SROs will investigate matters which involve USD 457 students and work closely with school administrators. SROs will also serve as a liaison between USD 457 school administrators and the GCPD.

2. USD 457 school administrators and staff will:

a. Work cooperatively with the SROs and GCPD to ensure safety in the facilities to which SROs are assigned.

b. Provide SROs access to information and resources that will aid in SROs working with USD 457 school administrators and staff to address incidents of school delinquency, truancy, and criminal behavior and incidents that occur on school property, at school sponsored events, and at other locations where USD 457 students are involved.

D. Desired Outcomes

The program is intended to produce the following outcomes:

1. A decrease in criminal activities - particularly violence, gangs, illegal drugs vandalism, and thefts - on USD 457 school properties to which SROs are assigned, and at USD 457 sponsored events and activities SROs attend at the request of USD 457 administrators.

2. An atmosphere in USD 457 schools to which SROs are assigned where teachers feel safe to teach and students feel safe to learn.

3. An increase in identifying at risk youth and guiding them to resources through which they can receive assistance.

4. An increase in positive communications between at risk youth and law enforcement officers.

5. An opportunity for students to develop problem solving and life skills.

II. ROLES AND RESPONSIBILITIES

A. Responsibilities of SROs and the GCPD

1. GCPD shall recruit, train, and assign certified law enforcement officers to serve as SROs in each USD 457 middle and high schools. SROs will be visible, active, and professional in the USD 457 schools they serve;

2. SROs will provide leadership in addressing tobacco, alcohol, and drug issues; preventing and diffusing violence; and enhancing safety in the USD 457 school community;

3. SROs will serve as communication liaisons between law enforcement agencies and the USD 457 schools, sharing basic information concerning students as necessary and appropriate;

4. SROs will build rapport with USD 457 students and staff, and between those students and staff and the GCPD.

5. SROs will present programs to USD 457 parents and the community on issues related to tobacco, alcohol, and other drugs, violence prevention and safety;

6. SROs will provide information for USD 457 staff on issues related to drugs, violence, gangs, safety, and security;

7. SROs will gather information regarding potential problems such as criminal activity, gang activity, and student unrest, and identify particular individuals who may be a disruptive influence to USD 457 schools, staff, administrators or other students;

8. SROs will share information regarding potential problems and threats with appropriate school staff and administrators;

9. SROs will take the appropriate steps, consistent with their law enforcement officer duties, when a crime occurs;

10. SROs will maintain a current list of referral services and provide USD 457 students and/or their families information about resources for possible assistance when a need is determined;

11. SROs will attend off-campus USD 457-sponsored and related meetings and activities, including staff in-services and parent group meetings, as requested by USD 457 administrators and approved by the Program lieutenant;

12. SROs will respond to off-campus criminal activities that are determined or believed to be related to USD 457 students.

13. SROs will NOT be responsible for lunchroom supervision, hall monitoring, or bus duties. SROs will NOT function as school disciplinarians, nor make recommendations regarding student discipline. However, if a USD 457 school principal believes an incident involves a crime, the principal may contact the SRO to determine whether law enforcement action is appropriate;

14. SROs will take a report as necessary when an incident occurs;

15. SROs will generally be available to USD 457 students and staff during regular school hours, and will provide advance notice to their assigned school, when possible, if they will be away for more than a half day at a time. Regardless, SROs will respond to emergency law enforcement activities and court appearances as required, whether or not they are related to USD 457;

16. SROs will direct any media representatives who contact them to the SRO Program supervisor or other appropriate GCPD supervisor.

17. GCPD acknowledges that when its SROs are provided access to or allowed to inspect any student records maintained by USD 457, release of such records and any information gleaned from them is governed by FERPA, and it agrees the SROs will abide by FERPA.

B. Responsibilities of USD 457

1. USD 457 will fund the SROs' attendance at the National Association of School Resource Officers Basic SRO course, and at other trainings USD 457 agrees to, upon request by the Program supervisor.

2. USD 457 shall consider each SRO to be a "school official" and "law enforcement unit" in accordance with FERPA, and shall provide SROs students' class schedules and other records that may contain personally identifiable information ("PII"), for legitimate educational purposes, including, but not limited to, promoting school safety and the physical security of students, subject to FERPA.

3. USD 457 shall provide SROs access to and the ability to inspect and copy student records, including those in Skyward, captured through security systems, and otherwise subject to FERPA. Unless the disclosure would fit within one of the exceptions to consent in FERPA, SROs may not disclose PII obtained from student records to others, including to other GCPD officers who are not acting in the capacity of SROs, without prior written consent.

4. USD 457 shall provide a liaison in each school to coordinate with the SRO assigned there, and shall ensure that administration and staff cooperate, to the extent allowed by law, with law enforcement investigations and any subsequent actions related to crimes or criminal activities on USD 457 properties.

5. Principals of the USD 457 schools to which SROs are assigned may complete an annual evaluation of the Program and, along with the Program supervisor, contribute to the annual performance evaluation for the SRO assigned to their respective schools.

6. USD 457 will reimburse the City, as billed quarterly at the off-duty hourly rate of each respective SRO, for SROs' attendance at USD 457's request at school- sponsored or related meeting or activities outside SROs' normal work hours.

7. USD 457 will provide, at its expense, the following resources, equipment, and supplies to each SRO:

   a. Office and filing space that is private and may be secured;

   b. Basic office supplies, including paper, pens, copying, and printing services;

   c. Computer equipment, access to the internet, and a USD 457 email account;

   d. A USD 457 identification badge with district-wide access, as well as a grand master key for all USD 457 properties and facilities;

   e. A telephone with a private extension;
   f. A school radio; and

g. A designated parking space.

III. CHAIN OF COMMMAND AND ENFORCEMENT PROCEDURES

A. Chain of Command

SROs are under the direction of the GCPD Chief of Police. SROs report to the GCPD Community Response Sergeant, who in turn reports to a GCPD Lieutenant and the Patrol Division Commander. Each SRO will collaborate and consult with their assigned school's administrators on a daily basis. However, SROs' ultimate responsibility is to carry out their duties as officers of the GCPD, as expressed and interpreted through their chain of command.

B. Enforcement Procedures

1. SROs have decision-making authority regarding enforcement within the school, on school grounds, at school sponsored events, and other locations in which students are involved.

2. Arrests, interrogations, or interviews with USD 457 students or staff shall be carried out in a manner that is consistent with the SRO's best judgement, legal requirements, and applicable GCPD policies and procedures, along with USD 457's board policies.

3. Any enforcement actions taken by SROs on school grounds should be as non-intrusive as possible and should foster an ongoing, long-term relationship between USD 457 and GCPD. Whenever possible, SROs will consider the interests of all concerned parties, including those of school administrators, when deciding on a course of action in a particular situation.

4. When practicable, an SRO will advise the respective school principal or administrator prior to taking enforcement action on school grounds, subject to the SRO's duties under the law. Otherwise, the SRO will notify the respective school principal or administrator as soon as practicable after any action is taken.

C. Dedicated to School

During the school year, SROs will devote at least 75% of their work hours to the school where assigned.

D. Training and Re-certification

Notwithstanding assignment to the Program, SROs are subject to all applicable GCPD training and qualification requirements.

IV. TERM

Subject to annual appropriations by the City and all provisions of the Kansas Cash Basis Law (K.S.A. 10-1112 and 10-1113), the term of this Agreement shall be from August 1, 2024 through May 31, 2025, and will automatically renew annually on August 1st of each successive year, unless one of the parties notifies the other in writing of its desire to cancel at least 30 days before May

31st of the then-current year.

V. LIABILITY AND INDEMNIFICATION

Neither party shall be liable for any damages incurred by the other party in connection with this Agreement, nor shall they be required to defend, hold harmless or indemnify the other party for any acts or omissions. The liability of both parties is defined under the Kansas Tort Claims Act (K.S.A.75-6101, *et seq.)*

VI. MISCELLANEOUS

A. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

B. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified at any time by a writing signed by both parties.

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date Manuel F. Ortiz, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

GARDEN CITY POLICE DEPARTMENT

_____ By _____
Date Courtney E. Prewitt, Chief

BOARD OF EDUCATION,
UNIFIED SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

_____ By _____

Date Randy Ralston, President

ATTEST:

_____
Jennifer Ramos, Clerk of the Board

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Motor Vehicle Nuisance at 506 N 6th Street - one inoperable and untagged vehicle; a Grey 4-Door Lincoln

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ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 506 N 6th Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 506 N 6th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable and untagged vehicle; a Grey 4-Door Lincoln located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 20, 2025, and a certified order of violation sent on July 8, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Vehicle Photo - 506 N 6th Street

506 N 6th Street





GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Motor Vehicle Nuisance at 926 N 9th Street - three inoperable and untagged vehicles; a Tan 4-Door GMC Van, Black 4-Door Chevrolet SUV, and a Black 4-Door Chevrolet Car

---

ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 926 N 9th Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 926 N 9th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are three inoperable and untagged vehicles; a Tan 4-Door GMC Van, Black 4-Door Chevrolet SUV, and a Black 4-Door Chevrolet Car located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 25, 2025, and a certified order of violation sent on July 15, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Vehicle Photo - 926 N 9th Street

926 N 9th Street







GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Motor Vehicle Nuisance at 913 N 8th Street - one inoperable and untagged vehicle; a White 4-Door Jeep

---

ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 913 N 8th Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 913 N 8th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable and untagged vehicle; a White 4-Door Jeep located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 25, 2025, and a certified order of violation sent on July 15, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Vehicle Photo - 913 N 8th Street

913 N 8th Street





GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Motor Vehicle Nuisance at 808 N 1st Street - one inoperable and untagged vehicle; a White 2-Door Truck

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ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 808 N 1st Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 808 N 1st Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable and untagged vehicle; a White 2-Door Truck located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 17, 2025, and a certified order of violation sent on July 6, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Vehicle Photo - 808 N 1st Street

808 N 1st Street





GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Motor Vehicle Nuisance at 1008 N 1st Street - one inoperable and untagged vehicle; a White 2-Door Vehicle

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ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 1008 N 1st Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 1008 N 1st Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable and untagged vehicle; a White 2-Door Vehicle located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 17, 2025, and a certified order of violation sent on July 6, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Vehicle Photo - 1008 N 1st Street

1008 N 1st Street





GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Motor Vehicle Nuisance at 301 N Main Street - one inoperable and untagged vehicle; a Green 4-Door Ford Van

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ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 301 N Main Street pursuant to Section 38-63 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 301 N Main Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is one inoperable and untagged vehicle; a Green 4-Door Ford Van located on the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 20, 2025, and a certified order of violation sent on July 8, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Vehicle Photo - 301 N Main Street

301 N Main Street





GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Environmental Nuisance at 2314 N 7th Street - a toilet located in the front yard of the property.

ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 2314 N 7th Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 2314 N 7th Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a toilet located in the front yard of the property.

Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on June 25, 2025, and a certified order of violation sent on June 15, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Environmental Photos - 2314 N 7th Street

2314 N 7th Street





GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Environmental Nuisance at 508 Inge Avenue - a dead/diseased tree located in the backyard of the property.

ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 508 Inge Avenue pursuant to Section 38-139 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 508 Inge Avenue has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There is a dead/diseased tree located in the backyard of the property.

The tree was inspected by Parks Foremen Preston Martin and verified that the tree in question is in violation. Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on May 16, 2025, and a certified order of violation sent on July 1, 2025. The property owner contacted staff after receiving the initial notice and requested an extension until mid-July. The original follow-up was scheduled for June 16, 2025. Staff informed the owner that only a two-week extension could be granted and if progress was made then another extension could be granted. The follow-up with the extension was set for June 30, 2025. Upon inspection, no progress had been made according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

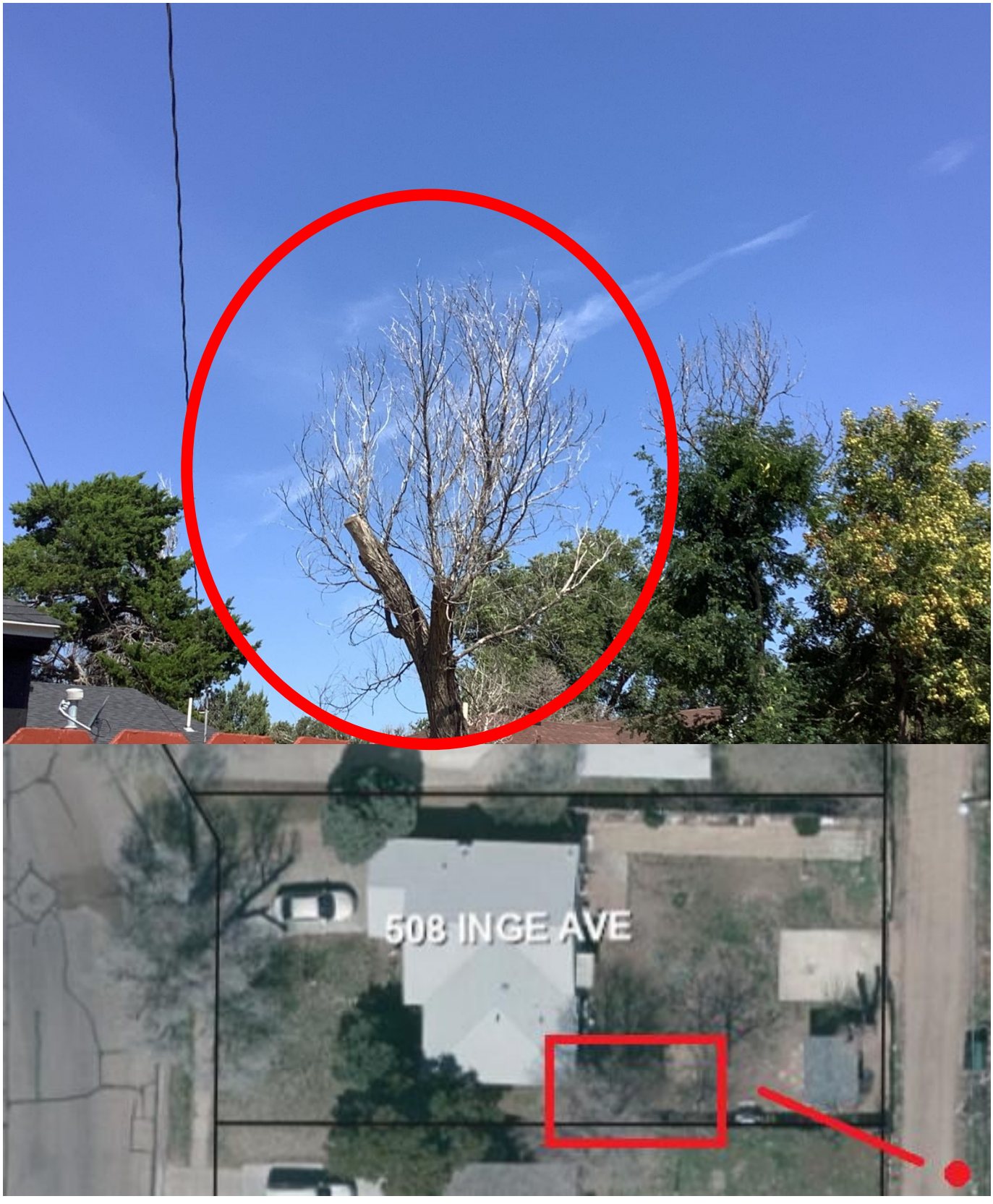
RECOMMENDATION:
Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-139 of the Environmental Code of Ordinances.

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

ATTACHMENTS:

Tree Nuisance Photos - 508 Inge Avenue

508 Inge Avenue



GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Environmental Nuisance at 1107 Gillespie Place - dead/diseased trees located in the backyard of the property.

ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 1107 Gillespie Place pursuant to Section 38-139 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 1107 Gillespie Place has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are dead/diseased trees located in the backyard of the property.

The tree was inspected by Parks Foreman Preston Martin and verified that the trees in question is in violation. Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on May 16, 2025, and a certified order of violation sent on July 1, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

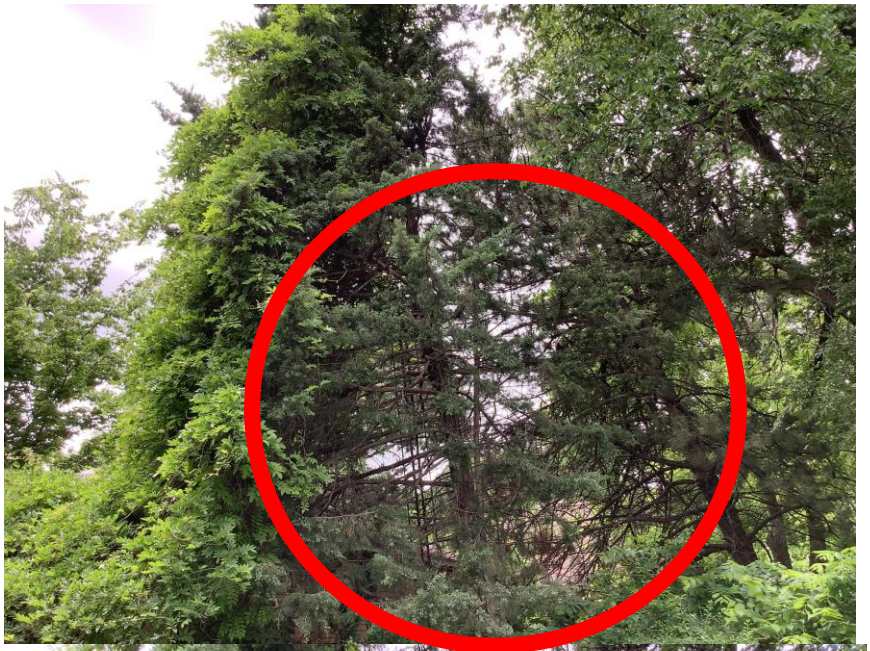
ALTERNATIVES:
1. The Governing Body may approve abatement of nuisance conditions.
2. The Governing Body may not approve abatement of nuisance conditions.

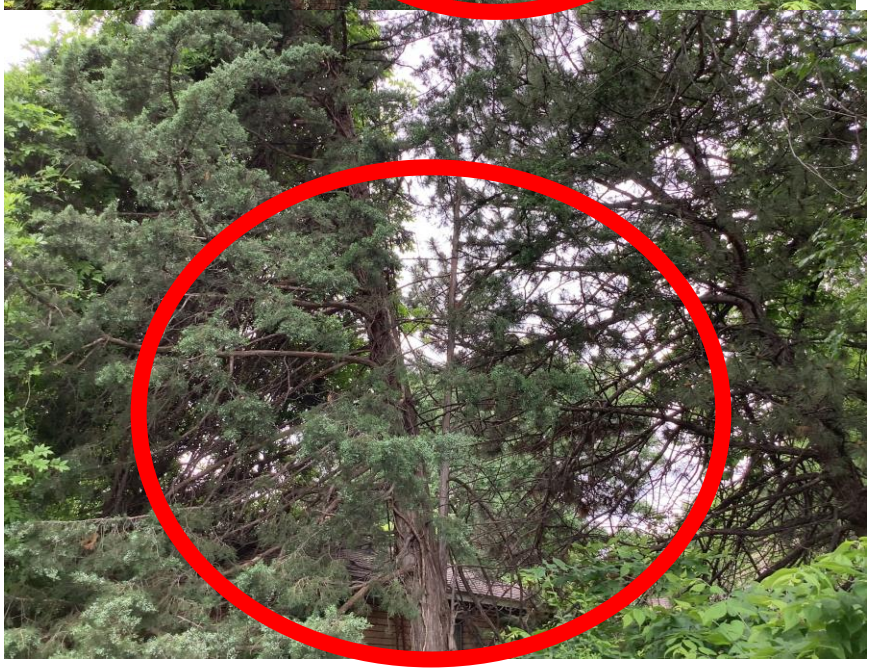
RECOMMENDATION:
Staff recommends the Governing Body approve abatement of nuisance conditions pursuant to Section 38-139 of the Environmental Code of Ordinances.

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

ATTACHMENTS:
Tree Nuisance Photos - 1107 Gillespie Place

508 Inge Avenue





508 Inge Avenue



GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Environmental Nuisance at 705 E Santa Fe Street - dead/diseased trees located in the backyard of the property.

ISSUE:
The Governing Body is asked to consider and approve abatement of nuisance conditions at 705 E Santa Fe Street pursuant to Section 38-139 of the Environmental Code of Ordinances.

BACKGROUND:
The Governing Body of the City of Garden City has declared it unlawful for any person to maintain nuisance conditions on private property within the City of Garden City. It has been determined that the residence located at 705 E Santa Fe Street has an environmental nuisance condition on the property and is in violation of the City's Environmental Codes. There are dead/diseased trees located in the backyard of the property.

The tree was inspected by Parks Foreman Preston Martin and verified that the trees in question is in violation. Staff has visited the property on many occasions. The property owner and residents were notified through a courtesy letter sent on May 16, 2025, and a certified order of violation sent on June 17, 2025. The property owner and the residents were unable to be reached and no contact was attempted by the property owners according to Section 38-137 of the Environmental Code of Ordinances and have neither abated the nuisance conditions nor requested a hearing before the Governing Body.

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

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

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

ATTACHMENTS:
Tree Nuisance Photos - 705 E Santa Fe Street

705 E Santa Fe Street







705 E Santa Fe Street









GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 5, 2025
RE: Contractor Licenses - August 05, 2025

ISSUE:
The Governing Body is asked to consider and approve the contractor licenses for August 05, 2025.

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 2025.

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 August 05, 2025

CONTRACTOR LICENSE AGENDA
August 05, 2025

2025 NEW

CLASS A GENERAL CONTRACTOR
Acosta Homes Inc.

CLASS B BUILDING CONTRACTOR
Cimarron General Contracting & Plumbing
Remi Roofing and Construction, Inc.

CLASS C RESIDENTIAL CONTRACTOR
IWP LLC

CLASS E-SOC SPECIALIZED OTHER CONTRACTOR
Greenline Sign Services, LLC (Sign Installer)
JC General Construction LLC (Flatwork)
JC General Construction LLC (Framing)
JC General Construction LLC (Handyman)

CLASS D-P PLUMBING WITH GAS CONTRACTOR
Hudson Plumbing

CLASS D-R COMMERCIAL ROOFING CONTRACTOR
Mahaney, a Tecta America Company LLC

2025 RENEWAL

CLASS C RESIDENTIAL CONTRACTOR
N8's Construction

CLASS D-E ELECTRICAL CONTRACTOR
Cimarron Electric, LLC

GARDEN CITY
KANSAS

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Courtney E. Prewitt, Chief of Police
DATE: August 5, 2025
RE: Public Safety Advisory Board June 2025 Minutes

ISSUE:
Presentation of the minutes from the Public Safety Advisory Board meeting held on June 17, 2025.

BACKGROUND:
Attached are the minutes from the Public Safety Advisory Board meeting held on June 17, 2025.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
June 2025 PSAB Minutes

Public Safety Advisory Board

June 17, 2025

5:33 p.m. – 5:50 p.m.

Present: Donna Gerstner, Mellaina Johnson, Mark Shera Cruz, Sonja Taylor, Amber Withington

Staff: Chief Prewitt, Erinn Reyes, Chief Irsik, Battalion Chief Moore

Absent: Rita Shumate, Father Cameron Randle, Atim Amy Longa, Carmen De La Torre, Katie Hahn

Meeting: The meeting commenced at 5:32 p.m. Minutes from the meeting on May 20, 2025, were reviewed and approved.

I. Report From the Chief

FIRE DEPARTMENT

On May 16, GCFD was awarded the first Safe School Award from Garfield Early Childhood Center for their rapid response to a fire alarm. All students and staff were out of the building upon our arrival, 1 minute and 37 second after GCFD was dispatched.

The GCFD hosted a Tactical Extrication class on May 20-21.

On May 23, a Firefighter II assessment center was held, with Ruby Martinez, Brett Halling, and Lincoln Faulconer being promoted to the FFII rank.

Throughout the last week of school, firefighters had ten spray days and numerous other on-site school visits and station tours with students.

On June 3, on-duty personnel taught infant CPR to expecting parents at ABC Pregnancy Center.

Honor Guard members JR Rivas, Dakota Trickey, and Lincoln Faulconer traveled to Colby on June 3 to assist with a funeral.

Fire Science Day for GCCC's Public Safety Camp was held June 4.

The Swiftwater Team was deployed to Emporia on June 4 for assistance with flooding.

During the first week of June, on-duty personnel led one Junior Explorers class and three Wee Readers classes at Finney County Public Library.

On-duty crews began familiarization tours at Tyson Foods on June 7.

On June 11, firefighters gave their annual fireworks safety talk to employees at Black Hills Energy.

Firefighters will attend the second annual 620 Day in Stevens Park on June 20 from 11:00 a.m. to 5:00 p.m.

The ribbon cutting for Station 3 has been scheduled for July 1 at 11:00 a.m., with public tours of the station to immediately follow until 3:00 p.m.

The Baby Box Blessing is currently in the process of being scheduled, with hopes for a date later in July. Chief Irsik stated he hopes this will occur within two weeks of Station #3's opening.

Chief Irsik reviewed 2025 fireworks information. The City Commission waived Section 62-12 of the Code of Ordinance: Discharge of Fireworks, which allows the discharge of consumer fireworks within the city limits July 1-5 from 11:00 a.m. to 11:00 p.m.

The unfilled positions at the Garden City Fire Department are as follows:

2 – Firefighter (Sales Tax)

POLICE DEPARTMENT

The Beef Empire Days parade was held on May 31, 2025.

Detective Ofelia Aguero and Community Service Officer Troy Davis presented at the Real Men Real Leaders summer AWARE program on June 3, 2025, speaking about making good choices and how to make an impact throughout the community.

The GCCC's Public Safety Camp was held June 4-6, 2025. The GCPD Evidence Unit participated on behalf of the department and showed students basic crime scene processing, and KHP Trooper Anthony Calderon taught traffic stops and crash response.

The June "Brews with the Blue" at Garden Valley Retirement Village was held on June 10, 2025.

The GCPD is hosting a student intern for the summer: Mariah Standley, a 2024 Garden City High School graduate and freshman at Kansas State University (majoring in Criminology).

Officers Alex Goerges and Skyler Hall have been released from their field training program and are operating as solo officers.

Communications Training Officer Aidaly Heredia-Wilson was promoted to Communications Supervisor on May 18, 2025.

The Garden City/Finney County Joint Drug Task Force received the Midwest HIDTA's 2024 Outstanding Community Impact Investigation award, stemming from significant contributions to a previous investigation.

The Mental Health Co-Responder program between the GCPD and Compass Behavioral Health continues to progress and is a growing asset for the Garden City community. For March and April, the co-responders were used 18 times for various crisis interventions, providing resources and services to get the individual on the right path, and those numbers have increased.

Chief Prewitt provided updates on the LEC remodel and the temporary GCPD property at 1210 Fleming Street (formerly Westlake Ace).

The number of GCPD personnel completing training are as follows:

10 – Patrol / 1 – Police Service Aide

Report From Board Members and Guests

Mark Shera Cruz congratulated GCFD for receiving the Safe School Award.

Donna Gerstner encouraged everyone to attend the grand opening for Station #3, and that Safe Kids Day 2025 will be held sometime in July at the new Fire and EMS property; more information is forthcoming.

II. Adjournment

The July meeting will be held on July 15, 2025, at 5:30 p.m.

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: August 4, 2025
RE: Presentation of the June 19, 2025, Holcomb-Garden City-Finney County Area Planning Commission Minutes.

ISSUE:
Presentation of the June 19, 2025, Holcomb-Garden City-Finney County Area Planning Commission Minutes

BACKGROUND:
Attached are the minutes for the June 19, 2025, Holcomb-Garden City-Finney County Planning Commission meeting.

ALTERNATIVES:
None.

RECOMMENDATION:
None.

FISCAL NOTE:
None.

ATTACHMENTS:
Planning Commission Minutes-June 19, 2025

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

June 19, 2025

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, June 19, 2025, 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 Oyler called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Vice-Chair Anliker, Member Crist, Member Crockett, Member Dick, Member Hands, Member Hanigan, Member Randall. Also present were Staff Maxwell, and Staff Thompson.

2. APPROVAL OF MINUTES – May 15, 2025

Member Crockett made a motion to approve the minutes from May 15, 2025. *Member Randall* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

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 Maxwell 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. OLD BUSINESS

FC2025-10: Duane Palmberg has filed a preliminary plat application for the Whitetail Crossing Addition (formerly known as Stevenson Acres) for the property generally located north of 9615 N. Jennie Barker Road, Finney County, Kansas, at the request of Tom Stevenson.

Staff Thompson- Notified the Board that there haven't been any updates since the last meeting and staff is still pending the water well testing information from the developer and asked that the Planning Commission table the item to the next Planning Commission meeting or until the developer provides the required information.

VICE-CHAIR ANLIKER MADE A MOTION TO TABLE THE WHITETAIL CROSSING ADDITION PRELIMINARY PLAT TO THE NEXT PLANNING COMMISSION MEETING. MEMBER RANDALL SECOND THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2025-11: Duane Palmberg has filed a final plat application for the Whitetail Crossing Addition (formerly known as Stevenson Acres) for the property generally located north of 9615 N. Jennie Barker Road, Finney County, Kansas, at the request of Tom Stevenson.

Staff Thompson- Notified the Board that the developer hasn't provided the required information and asked that the Planning Commission table the final plat consideration.

MEMBER RANDALL MADE A MOTION TO TABLE THE WHITETAIL CROSSING ADDITION FINAL PLAT TO THE NEXT PLANNING COMMISSION MEETING. VICE-CHAIR ANLIKER SECOND THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

7. NEW BUSINESS

GC2025-17: Javier Rivara has filed an application for a rezone from "A" Agricultural District to "W-R" Working Rural Residential District for the property generally located north of 5521 S. Holcomb Lane, Finney County, KS.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT

Teresa Rivera, Owner/Applicant- We've been purchasing this property for about two years now. It's been a really big deal. He was dragging his feet on it, but supposedly he told us he was rezoning it, and it used to be I believe one hundred acres, so the surveyor had to go out there and he said that when the surveyor went out there that the property was for residential use. Right know it is currently agricultural, and we only found out because we tried to get electrical connected and they said you can't even do anything because it is Agricultural. So, we have to do all of the zoning. The is our purpose for it. And he said it will only allow one semi. We own our own business. We are not semi-truck drivers, we do construction. Right now, we have enclosed trailers, but if we were to expand it is the only reason we wanted it for multiple semis. It's not 50 or 10, just for our company use.

MEMBER CROCKETT MADE A MOTION TO RECOMMEND THE APPROVAL OF THE REZONE FROM "A" AGRICULTURAL DISTRICT TO "W-R" WORKING RURAL RESIDENTIAL DISTRICT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER DICK SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

GC2025-18: Zimmerman Properties, LLC has filed an application for a rezone from "R-1" Single Family Residential District to "R-3" Multiple Family Residential District for the property generally at 706 W. Emerson Avenue, Garden City, Kansas.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT

Jeff Beckler, Zimmerman Properties, Representative for Applicant- I just wanted to be here in case you guys have any questions regarding the development we are proposing. I appreciate the opportunity to be here. I've been before City Council a couple of times on some other items regarding our housing application. Everybody has been super supportive thus far and hopefully that continues today. I just wanted to introduce myself and if you have any questions.

CLOSE PUBLIC COMMENT

MEMBER CRIST MADE A MOTION TO RECOMMEND APPROVAL OF THE REZONE FROM "R-1" SINGLE-FAMILY RESIDENTIAL TO "R-3" MULTIPLE FAMILY RESIDENTIAL PER STAFF RECOMMENDATION ALTERNATIVE 1. VICE-CHAIR ANLIKER SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2025-19: Klein Surveying Services has filed an application for the Garcia 6 Subdivision preliminary plat for the property generally located west of 6400 S. Old Highway 83, Finney County, Kansas, at the request of Garden City Bypass Enterprises, LLC.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT

David Peters, Neighboring Property Owner- I have nothing against them building there, just the dust behind us.

Duane Moore, Neighboring Property Owner- My wife and I are directly behind him. I am within one-hundred feet of his easement. About two years ago I got a letter from Colorado Real Estate saying I'm interested in your property. I didn't want to sell it. I have my horses, and I have everything out there. My horses are now moved up front because originally, they had a trailer popped up in the back and all of a sudden there's cows. As far as sufficient water, I just had my well redone in 2013 on account of the drought. So, you have the feed yards and everything else around and the reason that I live out there is I don't want to be around neighbors. That's why I moved out there.

CLOSE PUBLIC COMMENT

Member Hanigan- Can someone clarify the first public comment.

Chair Oyler- It was that he is okay with the development is what I understood, just concerned with the dust and what the development would bring.

MEMBER HANIGAN MADE A MOTION TO TABLE THE GARCIA 6 SUBDIVISION PRELIMINARY PLAT REQUEST. MEMBER HANDS SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2025-20: Klein Surveying Services, has filed an application for the Garcia 6 Subdivision Final Plat for the property generally located west of 6400 S. Old Highway 83, Finney County, Kansas, at the request of Garden City Bypass Enterprises, LLC.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

VICE-CHAIR ANLIKER MADE A MOTION TO TABLE THE GARCIA 6 SUBDIVISION FINAL PLAT REQUEST. MEMBER DICK SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2023-40: Kaw Valley Engineering has filed an application for the Speer Acres Addition preliminary plat for the property generally located at 2295 S Old Hwy 83, Finney County, Kansas, at the request of Garret Speer.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT

Trenton Heinen, Kaw Valley Engineering, Representative for applicant- I am here to represent on behalf of the developer and answer any questions that may be presented.

CLOSE PUBLIC COMMENT

MEMBER RANDALL MADE A MOTION TO RECOMMEND APPROVAL OF THE SPEER ACRES ADDITION PRELIMINARY PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. MEMBER HANIGAN SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2023-41: Kaw Valley Engineering has filed an application for the Speer Acres Addition final plat for the property generally located at 2295 S Old Hwy 83, Finney County, Kansas, at the request of Garret Speer.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

VICE-CHAIR ANLIKER MADE A MOTION TO RECOMMEND APPROVAL OF THE SPEER ACRES ADDITION FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. MEMBER HANDS SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

GC2025-21: Pro-Stake Surveying, has filed an application for the Montoya Addition preliminary plat for the property generally located at 3201 E Spruce Street, Garden City, Kansas, at the request of Miguel Montoya.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

MEMBER RANDALL MADE A MOTION TO RECOMMEND APPROVAL OF THE MONTOYA ADDITION PRELIMINARY PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. MEMBER HANIGAN SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

GC2025-22: Pro-Stake Surveying, has filed an application for the Montoya Addition final plat for the property generally located at 3201 E Spruce Street, Garden City, Kansas, at the request of Miguel Montoya.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

MEMBER DICK MADE A MOTION TO RECOMMEND APPROVAL OF THE MONTOYA ADDITION FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. VICE-CHAIR ANLIKER SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

FC2025-23: Pro-Stake Surveying has filed an application for the Deaver Hill Addition parcel plat for the property generally located at 1640 Plymell Road, Finney County, Kansas, at the request of Kyle Deaver, Richards & Deaver Farms, Inc.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

VICE-CHAIR ANLIKER MADE A MOTION TO RECOMMEND APPROVAL OF THE DEAVER HILL ADDITION FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. MEMBER HANDS SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present

Motion passed.

GC2024-26: Kaw Valley, has filed an application for the Sandsage Square preliminary plat for the property generally located at 1801 Palace Drive, Garden City, Kansas, at the request of Hawkeye Development LLC.

Member Hanigan-Recused himself.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT

Dennis Johnson, Garden City Partners, Representative for Applicant, via Teams meeting- I am acting on behalf of the developer and I also have Kaw Valley and Olson on the call as well to address any questions that you may have.

CLOSE PUBLIC COMMENT

VICE-CHAIR ANLIKER MADE A MOTION TO RECOMMEND APPROVAL OF THE SANDSAGE SQUARE PRELIMINARY PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. MEMBER HANDS SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Abstain	Yea	Yea	Not Present

Motion passed.

GC2024-27: Kaw Valley has filed an application for consideration of the Sandsage Square final plat for the property generally located at 1801 Palace Drive, Garden City, Kansas, at the request of Hawkeye Development, LLC.

Member Hanigan-Recused himself.

Staff Thompson- Presented Staff Report.

OPEN PUBLIC COMMENT
CLOSE PUBLIC COMMENT

MEMBER DICK MADE A MOTION TO RECOMMEND APPROVAL OF THE SANDSAGE SQUARE FINAL PLAT PER STAFF RECOMMENDATION ALTERNATIVE ONE. MEMBER RANDALL SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Abstain	Yea	Yea	Not Present

Motion passed.

8. REPORT OF THE PLANNING SECRETARY

No report.

COMMISSION MEMBER REPORTS

Board Members- Thanked Planning Staff for the work that they do.

Member Crockett- Asked Staff if there were going to be more quality tests.

Staff Maxwell- Stated that they will explore that with County Council.

9. ADJOURN

The meeting was adjourned at 9:30 A.M.

Trent Maxwell — Secretary
Aleecya Charles
John Presisto
Daunte Thompson

Déborah Oyler — Chair
Jeana Anliker — Vice-Chair