



# GARDEN CITY PUBLIC SCHOOLS

Regular Board of Education Meeting

Garden City USD 457

Monday, March 9, 2026 - 6:00 PM

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

Board of Education Members:

Jacob Jenkins; Katherine Cole; Mark Hinde; Nathan Haeck; Randy Ralston; Rebecca Swender; Robin Bergkamp

## Promise

Garden City Public Schools – Where Everyone Leads

## Mission

Garden City Public Schools will deliver an unparalleled educational experience for our students, staff, and community.

## Vision

Garden City Public Schools will deliver an unparalleled educational experience for our students, staff, and community that inspires excellence through rigorous coursework, individualized learning experience both inside and outside the classroom. We are committed to cultivating leadership in every student and staff member, empowering them to take initiative, inspire others, and drive positive change. At Garden City Public Schools, everyone leads.

**A. PLEDGE - Students from Jennie Wilson Elementary School will lead the Pledge of Allegiance.**

**B. SILENT REFLECTION**

*Thirty seconds of silent reflection will be observed.*

**C. APPROVAL OF AGENDA with the following amendments:**

C.1. Additional certified and classified personnel actions for consideration, Item E.3.

**D. DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**

*Public Forum Guidelines*

*The Board requests that all members of the public respect the rules outlined below so that everyone that wants an opportunity to provide input will be given the chance.*

- *Speakers are asked to fill out a public comment form and present it to the Clerk of the Board.*
- *The board president may ask groups with the same interest to appoint a spokesperson to deliver the group's message.*
- *Speakers are asked to start by stating their name and address of where they reside.*
- *Speakers are limited to 5 minutes to make their presentations. Time taken for board members to read materials presented at the board meeting will be considered part of the time allotted for the individual's or group's presentation.*
- *Except to ask clarifying questions, board members shall not interact with speakers at the open forum.*

D.1. Recognition of Garden City High School JROTC Program for earning Honor Unit with Distinction.

D.2. Recognition of Educators Rising Students<sup>1</sup>

### D.3. Building Presentation — Jennie Wilson Elementary School

## E. CONSENT AGENDA

### E.1. Minutes

E.1.a. Minutes of the February 26, 2026, Regular Board of Education Meeting

E.2. Accounts Payable totaling \$3,074,656.14, noting that all major accounts contain adequate balances to meet current obligations.

*Reviewers: Katie Cole and Rebecca Swender*

### E.3. Personnel

E.3.a. Certified

E.3.b. Classified

### E.4. Other

E.4.a. The Board of Education is asked to consider and approve out-of-state travel for GCHS Educators Rising to attend their National Event in Portland, Oregon from June 19 through June 24, 2026.

## F. NEW BUSINESS

### F.1. 1:1 Initiative Update and Recommendation

*Five Year Strategic Plan: Facilities and Resources*

- *Expand technology department to support district needs for growth and development in schools and program management*

### F.2. eRate RFPs & Bids 2026

*Five Year Strategic Plan: Facilities and Resources*

- *Expand technology department to support district needs for growth and development in schools and program management*

### F.3. Bond Refinancing (First Read, action requested)

### F.4. Cell Tower Lease (First Read, action requested)

### F.5. Buffalo Jones Playground Equipment (First Read)

*Five Year Strategic Plan: Facilities and Resources*

- *Develop and implement a long range facilities plan*

### F.6. Alta Brown Elementary School Flooring Bids (First Read, action requested)

*Five Year Strategic Plan: Facilities and Resources*

- *Develop and implement a long range facilities plan*

### F.7. Educational Support Center Flooring Bids (First Read, action requested)

*Five Year Strategic Plan: Facilities and Resources*

- *Develop and implement a long range facilities plan*

### F.8. Wooden Gym Floors Refinishing (First Read)

*Five Year Strategic Plan: Facilities and Resources*

- *Develop and implement a long range facilities plan*

### F.9. Jennie Barker Elementary School and Plymell Elementary School Controls Upgrade (First Read)

*Five Year Strategic Plan: Facilities and Resources*

- *Increase security measures and safety needs in our buildings*

### F.10. 2026-27 Academic Calendar Update (First Read, action requested)

*Five Year Strategic Plan: Staff Support and Development*

- *Recruit, support, and retain high quality staff*

**G. BOARD OPEN DISCUSSION**

- **Katie Cole**
- **Nathan Haeck**
- **Mark Hinde**
- **Jacob Jenkins**
- **Randy Ralston**
- **Rebecca Swender**
- **Robin Bergkamp**
- **Josh Guymon**

**H. NEXT BOARD MEETING**

*The next regular meeting of the Board of Education will take place on Thursday, March 26, at 5:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.*

**I. EXECUTIVE SESSION - After the completion of all other business, the Board of Education will adjourn to executive session for the following reason:**

- I.1. Personnel matters for non-elected personnel.

**J. ADJOURNMENT**

**MEMORANDUM**

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Steve Nordby, Assistant Superintendent  
**DATE:** 3/2/2026  
**RE:** **Jennie Wilson Building Presentation**

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**ISSUE & BACKGROUND:**

Jennie Wilson Elementary Building presentation. Jennie Wilson students / staff will provide an update on the programs and happenings at Jennie Wilson.

**ALTERNATIVES:**

No alternatives applicable

**RECOMMENDATION & FISCAL NOTE:**

No action is required. This is an informational item

**ATTACHMENTS:**

None



**\*DRAFT\* MINUTES \*DRAFT\***

**Regular Board of Education Meeting Thursday, February 26, 2026 - 6:00 PM**  
Board Meeting Room, Educational Support Center, 1205 Fleming Street,  
Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Regular meeting on Thursday, February 26, 2026, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Jacob Jenkins; Katherine Cole; Mark Hinde; Randy Ralston; Rebecca Swender; Robin Bergkamp. Nathan Haeck was absent. Joining board members at the conference table was Superintendent, Josh Guymon. Also in attendance were Drew Thon, Deputy Superintendent; Steve Nordby, Assistant Superintendent; and Jessica Nothern, Chief Financial Officer.

President Randy Ralston called the meeting to order at 6:00 PM.

- A. **PLEDGE** - Everyone stood for the Pledge of Allegiance.
- B. **SILENT REFLECTION** - Thirty seconds of silent reflection observed.
- C. **APPROVAL OF AGENDA** with the following amendments:
  - C.1. Additional certified personnel actions for consideration, Item D.3.

**Action(s):**

I move to approve the meeting agenda as amended. This motion, made by Mark Hinde and seconded by Rebecca Swender, Carried.

**Voting Detail:**

Bergkamp: Yea  
Cole: Yea  
Haeck: Absent  
Hinde: Yea  
Jenkins: Yea  
Ralston: Yea  
Swender: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

- D. **CONSENT AGENDA** – All consent agenda items approved as amended.

**Action(s):**

I move to approve all consent agenda items as amended. This motion, made by Mark Hinde and seconded by Jacob Jenkins, Carried.

**Voting Detail:**

Bergkamp: Yea  
Cole: Yea  
Haeck: Absent  
Hinde: Yea  
Jenkins: Yea  
Ralston: Yea  
Swender: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

**D.1. Minutes**

D.1.a. Minutes of the February 9, 2026, Regular Board of Education Meeting

D.2. **Accounts Payable totaling \$8,446,680.08**, noting that all major accounts contain adequate balances to meet current obligations.

D.3. **Personnel** – All certified and classified personnel actions approved as presented.

**D.3.a. Certified**

**Retirement:** Paula Baker

**Resignations:** Suzanne Gum, Shelby Ketterling

**Supplemental Resignation:** Anthony Ortiz resigned as head coach for boys' baseball at Garden City High School.

**Education Attainment:**

The following staff attained categorical advancement as of February 2, 2026:

Biernacki Janae MS+15 to MS+30

Cadiong Love Herma MS+15 to MS+45

Cruz Mark Shera MS to Ms+15

Dela Cruz Dolores BS+30 to BS+45

Detera Joan BS to BS+45

Diaz Rosa BS to BS+15

Dvorak Dale BS+30 to BS+45

Flores Marte Estefany BS to BS+30

Gallera JC Jun MS+45 to EDD

Gates Tyler MS+15 to MS+30

Guadian Beau BS to BS+15

Heavner John MS to MS+15

Hipp Kylee BS+15 to MS

Hoff Ericka MS+30 to MS+45

Hopkins Dustin MS to MS+15

Janas Maricela BS to BS+15

Ekiss Tyler BS+30 to MS

Lynch Steven BS to BS+30

Marquez Cara BS to BS+15

Martinez-Rojo Crystal BS+45 to MS

Meinert Aleecya BS+30 to BS+45

Mikkelson Kathy MS+15 to MS+30  
Munoz Juliana BS to BS+15  
Newsome Michelle BSN to BS+15  
Oller Stacy BS+15 to BS+30  
Ramirez Alicia BS+15 to BS+30  
Rassette Pearl BS+15 to BS+30  
Reich Paige BS to BS+15  
Requilme NicaH BS+30 to MS  
Reyes Veronica MS to MS+15  
Rico Arely BS to BS+15  
Rundell Celeste MS+30 to MS+45  
Tintiman Maricel MS+15 to MS+30  
Wadel Tessa BS+15 to BS+30  
Windle Alyssa BS to BS+15  
Woods Theresia MS to MS+15

**Contract Recommendation:** It is recommended to change the 260-day contract for Michelle Shull, coordinator health service at the Educational Support Center, to a 220-day contract effective for the 2026-2027 school year.

**D.3.b. Classified**

**Resignations:** Jasmine Madera

**Assignments:** Janneth Contreras, Nessa Cruz, Liliana Godinez Leens, Elizabeth Hamilton, Daniel Herrada, Jeffrey Huber, Maria Huerta-Reyes, Kristal Martinez, Donna Meinert,

**Transfers:**

- Neesa Cruz from Substitute Custodian at Plant Facilities to Custodian/Floater at Plant Facilities
- Elizabeth Hamilton from Substitute Custodian at Plant Facilities to Custodian I/Floater at Plant Facilities

**Other:**

- Closed Seven (7) Substitute Custodian Positions
- Opened Seven (7) Custodian I Positions

**D.4. Other**

**D.4.a. Approved the following curriculum counsel items:**

**D.4.a.i. GCHS Course Name Changes (not related to CTE):**

- Music Courses - Name Changes
  - Semester 1 Symphonic Band to Marching Band
  - Semester 2 Buffalo Band to Wind Ensemble
  - Modern Show Choir to Vocal Jazz
  - A Cappella to Chorale
  - Tenor/Bass Choir to Buffalo Men

**D.4.a.ii. Middle Schools – Course Name Changes to Align to CTE Pathways:**

- Family & Consumer Science to Introduction to Family & Consumer Sciences

**D.4.a.iii. New Middle School Course Offerings (Introductory Level CTE Courses):**

- Agriculture Explorations 1
- Business Essentials
- Career & Life Planning
- Intro to Health Care
- Intro to Skilled Trades
- Intro to Education

**D.4.b. Approved the purchase of a bell and intercom system at Horace Good Middle School — INA Alert — in the amount of \$238,434.16.**

**E. NEXT BOARD MEETING** - The next regular meeting of the Board of Education will take place on Monday, March 9, 2026, at 6:00 p.m. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

**F. ADJOURNMENT** - There being no further business to come before the board, the following action was taken.

**Action(s):**

That the Board of Education meeting be adjourned at 6:04 PM. This motion, made by Robin Bergkamp and seconded by Mark Hinde, Carried.

**Voting Detail:**

Bergkamp: Yea  
Cole: Yea  
Haeck: Absent  
Hinde: Yea  
Jenkins: Yea  
Ralston: Yea  
Swender: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

Respectfully submitted,

Approved:

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Sylvia Ramos, Deputy Clerk

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Randy Ralston, President

BOARD OF EDUCATION

**Certified Personnel Actions**

March 9, 2026

**ADMINISTRATION RECOMMENDATIONS:**

Administration renewal recommendations for the 2026-27 school year:

**Administrators**

Steven Nordby – Assistant Superintendent

Jessica Nothorn – Chief Financial Officer

M. Drew Thon – Deputy Superintendent

**Administrator Interns**

Joyce Aranda – Alta Brown Elementary School / Abe Hubert Elementary School

Trista Bailey – Garden City High School

Amy Griffin – Florence Wilson Elementary School / Victor Ornelas Elementary School

Violet Johnson – Horace Good Middle School

Brittney Swank – Charles Stones Intermediate Center / Bernadine Sitts Intermediate Center

**Coordinators**

Michelle Baier – Curriculum/Instruction

Roy Cessna – Public Information

Monica Diaz – Supplemental Programs

Libby Elliot – Special Education

Melanie Garrison – Special Education

Tyler Gates – Instructional Technology

Morgan Luna – Secondary Special Services

Rebecca Partin – Employee Services

Michelle Shull – Health Services

Bradley Stoppkotte – Plant Facilities

LeeAnn Thon – Human Resources

**Directors**

Brandon Anderson – Plant Facilities

M. Shane Burns – Transportation

Virginia Duncan - Curriculum/Instruction

Gina Galpin – Special Education

Heather Stegman – Curriculum/Instruction

Casey Wise – Technology

**Principals**

Andrea Baker – Garfield Early Childhood Center

Matthew Bayer – Garden City High School

Logan Bevis – Garden City High School

Adriana Caro – Jennie Wilson Elementary School

Amy Cospers – Garden City High School

David DeLoach – Gertrude Walker Elementary School  
Julisa Flores – Alta Brown Elementary School  
Suzette Goldsby – Plymell Elementary Schools  
Bradley Hill – Bernadine Sitts Intermediate Center  
Bryan Kott – Georgia Matthews Elementary School  
Andrew Lee – Charles Stones Intermediate Center  
Tracy Leiker – Victor Ornelas Elementary School  
Whitney Linenberger – Garden City High School  
Benjamin Luna – Buffalo Jones Elementary School  
Ryan Meng – Garden City High School  
Karen Murrell – Abe Hubert Elementary School  
Brandy Ochs – Edith Scheuerman Elementary School  
Amber Potts – Horace Good Middle School  
Justin Reich – Jennie Barker Elementary School  
Melissa Riggle – Garden City High School  
Bradley Springston – Horace Good Middle School  
Jarrod Stoppel – Kenneth Henderson Middle School  
Macy Younger – Kenneth Henderson Middle School

BOARD OF EDUCATION

**Addendum to Certified Personnel Actions**

March 9, 2026

**RETIREMENT:**

Shirley Creeden, teacher at Kenneth Henderson Middle School, is submitting her letter of intent to retire through KPERS effective May 22, 2026.

**RESIGNATIONS:**

Joseph Bach, teacher at Horace Good Middle School, is submitting his letter of resignation effective May 22, 2026.

Grace Dougherty, teacher at Jennie Wilson Elementary School, is submitting her letter of resignation effective May 22, 2026.

Maria Rafaela Solis, teacher at Florence Wilson Elementary School, is submitting her letter of resignation effective May 22, 2026.

Lucas Sullivan, principal at Garden City Achieve, is submitting his letter of resignation effective June 19, 2026.

BOARD OF EDUCATION

**Addendum to Certified Personnel Actions**

March 9, 2026

**TRANSFER:**

Jill Reagle – from principal position at Florence Wilson Elementary School to district director of nutrition position at the Educational Support Center effective June 1, 2026.

**BOARD OF EDUCATION**  
**Classified Personnel Actions**

March 9, 2026

<b>RETIREMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Nelly C. Santana	Custodian I	Plant Facilities	2/27/2026
Rosario Ruvalcaba	Nutrition Assistant I	Garfield Early Childhood Center	5/21/2026
Teresa Nolan	Nutrition III	Charles O. Stones Intermediate School	5/21/2026
Shauna Drohman	Office Assistant II	Florence Wilson Elementary School	5/29/2026

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Cristal Acosta	Paraprofessional I	Buffalo Jones Elementary School	3/6/2026
Ailyn Juarez-Guerra	Paraprofessional I	Florence Wilson elementary School	3/6/2026
Annaliz Atega	Paraprofessional II 0.5	Garfield Early Childhood Center	3/12/2026

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Samuel Calzada-Galan	Paraprofessional II: ISS Charles O Stones Intermediate School	Paraprofessional I Charles O Stones Intermediate School	3/2/2026
Lacey Haughawout	Paraprofessional III Charles O Stones Intermediate School	Paraprofessional II:ISS Charles O Stones Intermediate School	3/2/2026

BOARD OF EDUCATION  
**Classified Personnel Actions Addendum**

March 9, 2026

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Alondra Ramirez Hernandez	Paraprofessional I	Jennie Wilson Elementary School	3/12/2026
Ailyn Juarez-Guerra	Paraprofessional I	Florence Wilson Elementary School	3/12/2026

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Meric Steinwand	Nutrition Assistant I	Horace Good Middle School	3/10/2026

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Casey Wise | Director of Technology  
**DATE:** March 9, 2026  
**RE:** Review of the 1:1 Program

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### **ISSUE:**

The Technology Department was tasked with reviewing the current 1:1 Instructional Technology program. Technology staff have prepared their review to share with the board of education.

### **BACKGROUND:**

In the fall of 2025, the Board of Education requested that Technology spend time reviewing the current 1:1 model for grades K-12. The current program provides iPads for students in grades K-12 on a 4-year rotation. Grades K-4 do not take their devices home, while grades 5-12 have the option to take theirs home. The program was begun in 2011 with grades 9-12 and expanded to include grades K-8 in 2019.

### **ALTERNATIVES:**

Table decision for further discussions.

### **RECOMMENDATION:**

Continue the 1:1 Instructional Technology program in its current state with the recommended action steps outlined by the staff in the presentation.

### **FISCAL NOTE:**

Funding for the program to continue is already budgeted for the 2026-27 school year.

### **ATTACHMENTS:**

Presentation slides

# 1:1 Technology Review

## Evaluation of the Instructional Technology Program



# Contents

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## INTRODUCTIONS

■ TEAM ■ BOE REQUESTS ■ GOALS

## SURVEY DATA

■ STAFF ■ ADMINISTRATORS ■ PARENTS ■ STUDENTS ■ BUSINESS

## K-4 Screen Time

■ DATA COLLECTED

## RECOMMENDATION

■ PROPOSAL ■ TECHNOLOGY ■ PROFESSIONAL DEVELOPMENT

## QUESTIONS & DISCUSSION

# Introduction

**The team, BOE requests and goals of the review.**



# Team

**Becky Alexander** | Instructional Technology Coach  
**Alyson Amos** | Instructional Coach - KHMS  
**Joyce Aranda** | Assistant Principal - AE/AB  
**James Beard** | Instructional Coach - GCHS  
**Logan Bevis** | Principal - GCHS  
**Phillip Bustamante** | Parent  
**Adrian Caro** | Principal - JW  
**Eva Chairez** | Software Support & Parent  
**Ronald Daquipil** | Teacher - GM  
**Dr. Virginia Duncan** | Director of Secondary Instruction  
**Julisa Flores** | Principal AB  
**Gina Galpin** | Director of Special Education  
**Tyler Gates** | Instructional Technology Coordinator  
**Brad Hill** | Principal - BSIC  
**Kylee Hipp** | Teacher - GCHS  
**Natalie Konrade** | Instructional Coach - JW

**Jonathan LeBeau** | Cybersecurity Manager  
**Andrew Lee** | Principal - CSIC  
**Ben Luna** | Principal - BJ  
**Mark Hinde** | BOE Member  
**Lexie Moore** | Teacher - KHMS  
**Steve Nordby** | Assistant Superintendent  
**Amber Potts** | Principal - HGMS  
**Wilfredo Ramirez** | Teacher - CSIC  
**Robin Bergkamp** | BOE Member  
**Heather Stegman** | Director of Elementary Instruction  
**Danielle Stucky** | Parent  
**Wendi Terpstra** | Teacher - GCHS  
**Tessa Wadel** | Instructional Coach - BSIC  
**Casey Wise** | Director of Technology  
**Macy Younger** | Principal - KHMS

# BOE Requests

## General Review

- Review the program's strengths and areas that need to be revamped.

## Device Review

- Is the iPad still the right device, or is there a desire to look at other options in the upper grades?

## Time Spent on Devices

- Is there an overuse of the device in the lower grades, specifically K-2?

# Goals

1

Survey all stakeholders & evaluate the results, looking for both strengths and weaknesses of the current program.

2

Gather screen time data for K-4 devices to evaluate what a typical day looks like in our elementary schools.

3

Determine next steps for the program, including device, professional development and management.

# Survey Data

**Data gathered from all stakeholders in the district.**



# Staff Results Summary

## What is working

- Differentiation & personalization
- Assessment & feedback
- Teacher planning confidence
- Technical support
- Overall program value

## What needs improvement

- Off-task behavior & distraction
- Underuse of iPads for creation
- Classroom management consistency
- Uncertainty about “best device” for all tasks

## What is NOT the problem

- PD quality (generally effective)
- Tech support
- Device reliability
- Home access (for most)

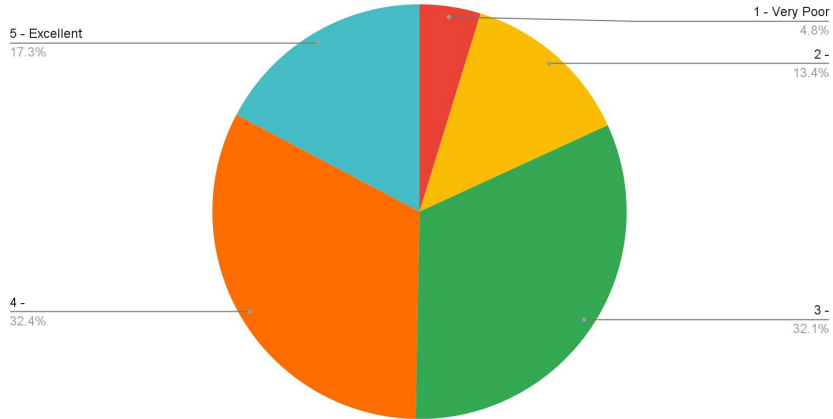
## Bottom Line:

Teachers support continuing the 1:1 iPad program, value it for differentiation and assessment, and feel capable using it.

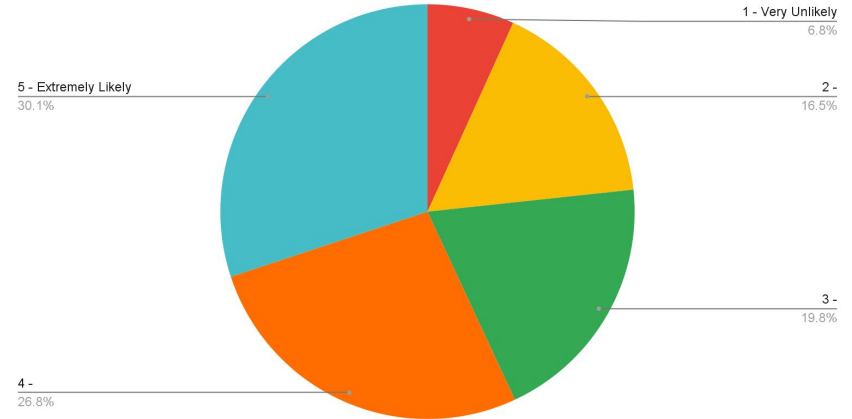
The greatest needs are stronger classroom management systems and more intentional use of iPads for creative, higher-order learning, not a wholesale program reset.

# Staff Results Summary

Rate the overall effectiveness of the 1:1 iPad program in improving student outcomes at your school.



How likely are you to recommend that the district continue providing students with an iPad to use for enhancing instruction?



# Admin Results Summary

## What is working

- Robust Infrastructure
- Effective Support Systems
- Strong Elementary Fit

## What needs improvement

- Professional Development (PD)
- Secondary School Device Strategy
- Impact on Core Skills
- App Management and Focus

## What is NOT the problem

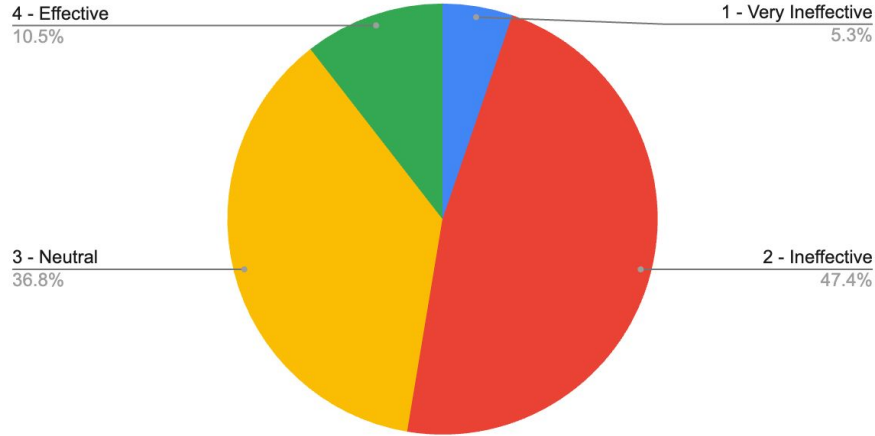
- Hardware Availability & Distribution
- Staffing Levels
- Infrastructure Congestion

## Bottom Line:

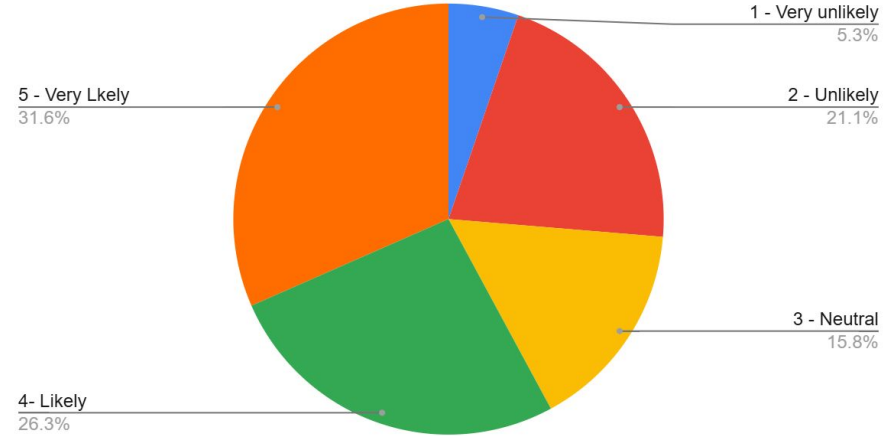
The district has a strong technical foundation and support. While the iPad is effective for K-5, an “instructional disconnect” at the secondary level suggests it hinders core skills like writing. A tiered device model (iPads K-5, laptops 6-12) and a major shift in Professional Development, focusing on instructional impact over technical literacy, is recommended.

# Administrator Results Summary

The district's professional development plan effectively equips teachers to leverage the iPad's instructional potential.



How likely are you to recommend that the district continue offering students a device to use for enhancing instruction?



# Student Results Summary

## What is working

- High Academic Engagement
- Creative Hub
- Collaboration
- Bridge to Home

## What needs improvement

- The Keyboard Case
- Device Reliability
- Web Filtering Balance
- Technical Support Access

## What is NOT the problem

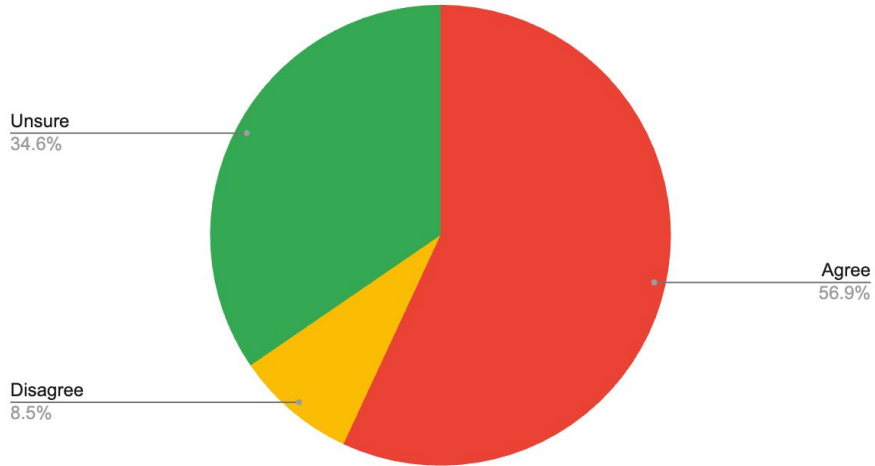
- Student Distraction (Self-Reported)
- Tool Utility
- Basic Digital Literacy

## Bottom Line:

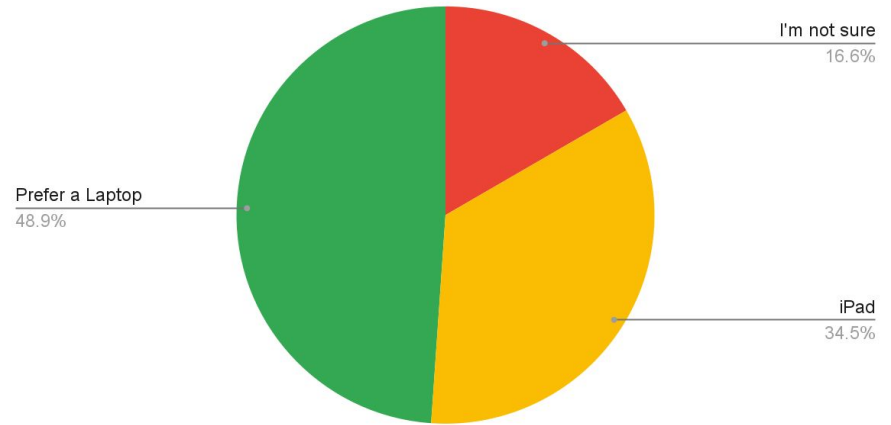
Students value the iPad for creativity and collaboration, but its current hardware fails as a productivity tool, as evidenced by frequent "broken keyboards" and a preference for laptops. To improve the program, the district should invest in more durable keyboard cases and consider transitioning Middle and High School students to laptops to meet their need for a more traditional computing platform for typing and research.

# Student Results Summary

The iPad helps me learn things better than I could without it.



If you could choose, would you prefer the school provide an iPad or a traditional laptop



# Parent Results Summary

## What is working

- Connectivity
- Safety and Filtering
- Logistics and Communication

## What needs improvement

- Screen Time Concerns
- Visibility into Learning
- Balance with Traditional Skills
- Digital Citizenship
- Technical Support for Students

## What is NOT the problem

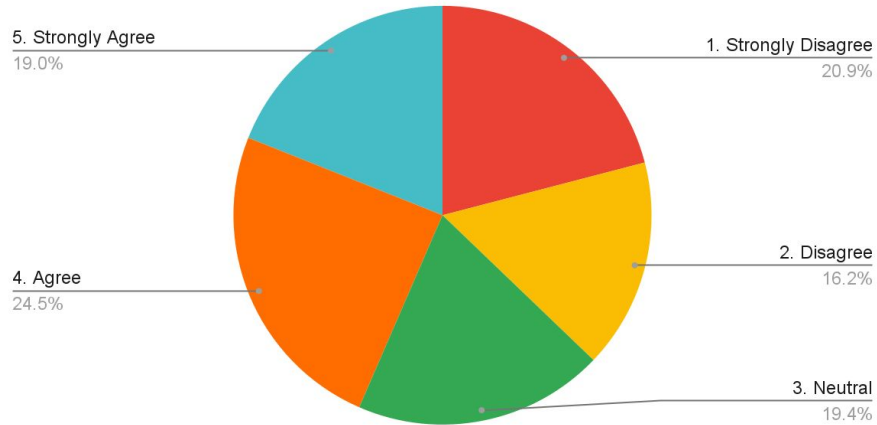
- Home Internet Access
- Financial Policy Awareness
- Support for Special Education

## Bottom Line:

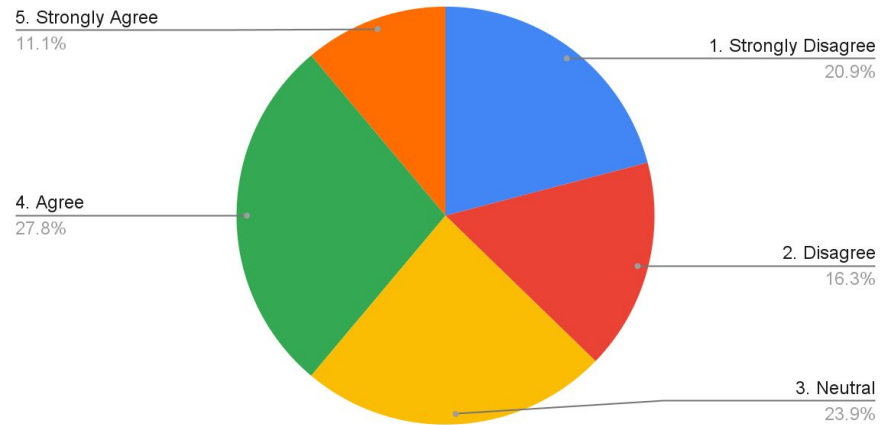
Despite appreciating safety and equity, many parents report "digital fatigue" and request a more balanced approach that includes traditional paper-based tasks. Data indicates the district should increase parent visibility (e.g., Seesaw, Canvas) and offer training on setting healthy technology limits at home, as many parents expressed interest in this support.

# Parent Results Summary

The iPad is a valuable tool for supporting my child's learning and homework outside of the school day.

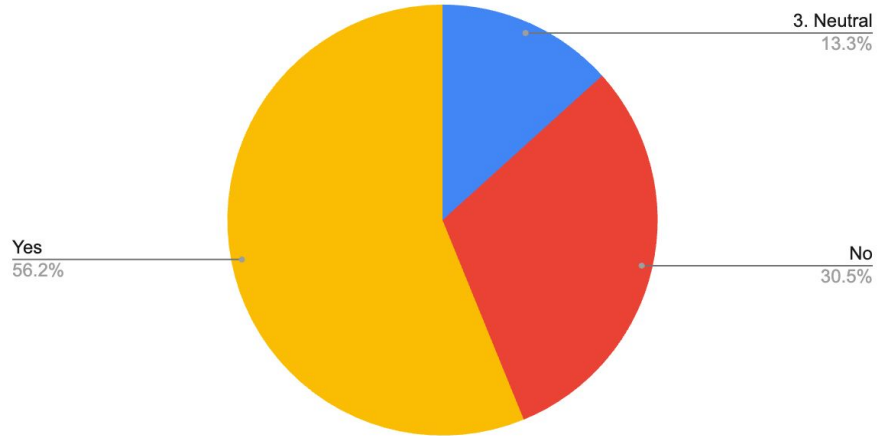


Overall, the iPad program provides significant value to my child's education.

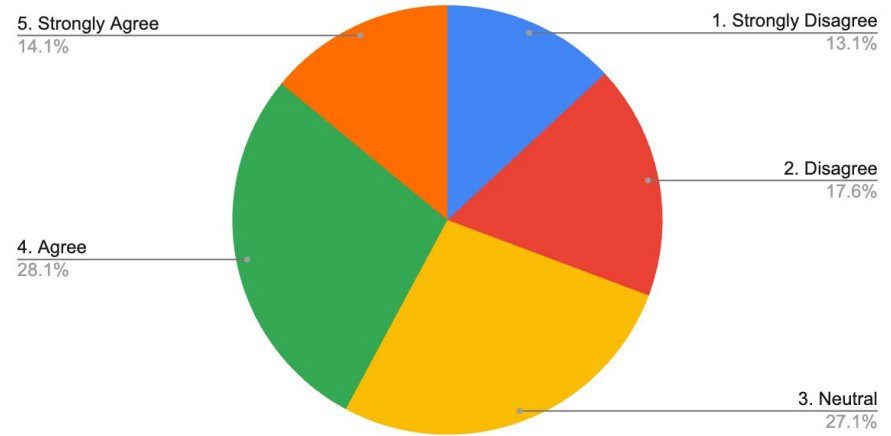


# Parent Results Summary

Are you concerned about the overall amount of time your child spends on their iPad for both schoolwork and personal use?



If made available, I would attend or participate in parental training on supporting my student's use of the iPad. (Topics s...



# Business Leader Summary

## What is Highly Valued

- Proficiency in Standard Business Software/Tools:
- Effective Digital Communication & Collaboration:
- Responsible Digital Citizenship & Security:

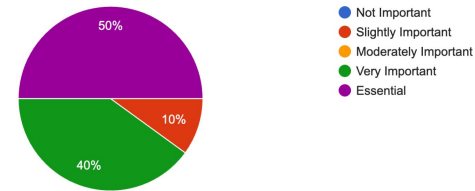
## What skills are lacking

- Professional Digital Literacy:
- Multi-Platform Experience:
- Appropriate Use/Digital Citizenship:

Responsible Digital Citizenship & Security: An understanding of data privacy, cybersecurity basics (e.g., recognizing phishing), appropriate work use, an... ability to maintain a professional digital identity.  
10 responses



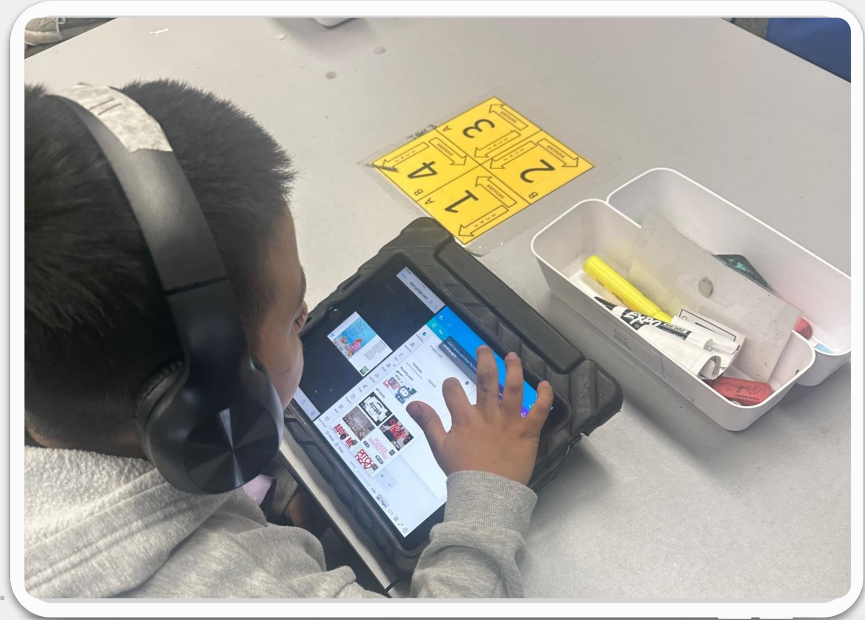
Effective Digital Communication & Collaboration: The ability to communicate professionally via digital tools, use cloud-based platforms (e.g., shar...ools), and participate in virtual meetings/teamwork.  
10 responses



# K-4 Screen Time

## Narrative

- We collected 10 devices from each grade level.
  - If they are a one track, those devices came out of the same classroom.
  - If they have multiple tracks, they collected samples from each classroom.
- They collected the “Screen On” data from each device and the top three apps listed as utilizing the most battery during the day.
- The data is total time for the day. This is not all at once, but would represent 10 min here, 10 min there, etc.
- The data gives a 10 day history, so they chose a normal school day and used the same day for all devices they collected.



# Data Collected



# Data Collected

Grade	Average of Daily Time (min)	% of School Day (440 min)	% of Instructional time (400 min)
Kindergarten	46	10%	12%
First	50	11%	13%
Second	66	15%	17%
Third	79	18%	20%
Fourth	83	19%	21%

# Recommendation

**Next steps following  
the review.**



# Proposal

1

**TECHNOLOGY:** Continue the iPad program for another year & further investigate the device choice.

2

**SCREEN TIME:** Continue to monitor and work with staff & administration on best practices utilizing technology.

3

**PROFESSIONAL DEVELOPMENT:** Evaluate the current coaching model and begin transitioning to a broader approach.

# Technology

1

In 2026-27 continue the 1:1 Instructional Program with iPads.

2

Based on the data gathered, the need for a immediate switch to a different device is not warranted, but needs investigated. The cost to switch devices will be expensive, so further study is needed to ensure there is a logical/planned next step.

# Screen Time

1

Technology staff will continue to monitor screen time data and work with district leaders on improving instructional practices.

2

In addition, technology will develop resources, for parents, to encourage healthy digital use. These will be made available to all parents over the course of the upcoming year.

# Current Coaching Model

1

Continued development and use of the coaching model introduced in 2025-26.

2

Utilize already defined PLC time in schools to engage teachers in IT PD.

3

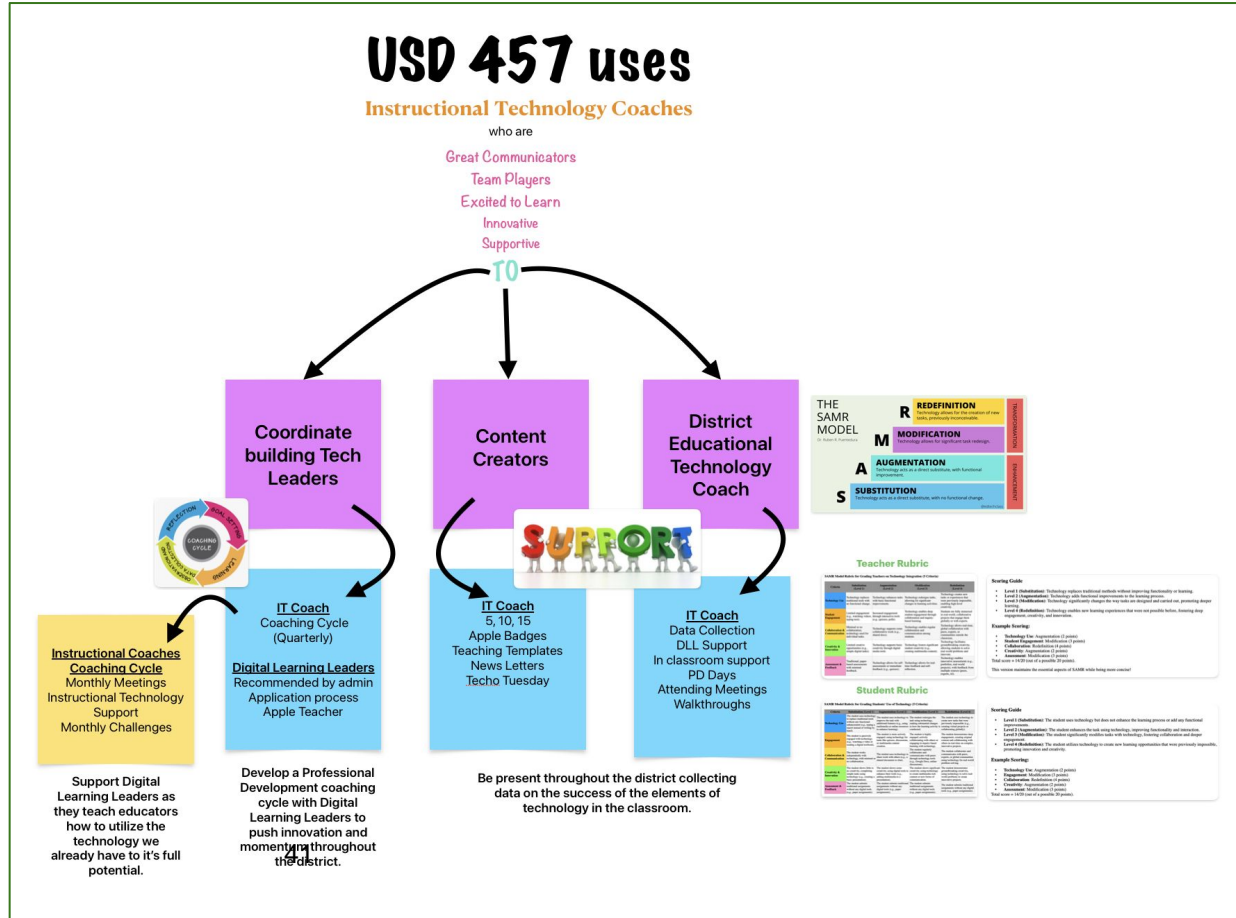
Identify management tools that provide more reliable teacher control of devices.

4

Identify district IT classroom leaders to provide district wide PD.

RECOMMENDATION

# Current Coaching Model



# QUESTIONS

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Casey Wise | Director of Technology  
**DATE:** March 9, 2026  
**RE:** eRate RFPs & Bids 2026

---

### **ISSUE:**

The Technology Department submitted bids for three infrastructure upgrades to eRate for the 2026 school year. The bids are for the products listed in the attachments.

### **BACKGROUND:**

2026 began our new 5-year, eRate cycle. Each year we submit bids for infrastructure purchases. Our typical discount rate is 80%, so it is beneficial to the district to submit our infrastructure needs to eRate. This year's RFP's took time to compile and submit. Once submitted there is a mandatory 28 day period for bids to be submitted. Our bids deadline for all three projects is March 12, 2026 at 12:00 pm CT. Once bids are received, they will be opened, ranked and then submitted to the board for review.

### **ALTERNATIVES:**

Reject bids for 2026 projects.

### **RECOMMENDATION:**

Review the submitted bids for approval at the March 26, 2026 board meeting.

### **FISCAL NOTE:**

Funding for the remaining 20% of the quoted price is already budgeted.

### **ATTACHMENTS:**

RFP summary.

Item	Description	Qty	
DW WAN Lease	The dark fiber lease for our network connections to all school buildings. This provides connections from the ESC to all schools in the district.	NA	
Extreme Switches	Network switches and associated equipment for 5 schools (AE, AB, ES, FW, GM)	39	
AP Licenses	Maintenance licensing for access points in the district.	450	

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Jessica Nothern, Chief Financial Officer  
**DATE:** March 4, 2026  
**RE:** Bond Refinancing

---

### **ISSUE:**

The Board of Education is asked to approve the Sale Resolution to refinance existing bonds.

### **BACKGROUND:**

In reviewing our outstanding bonds, I am looking at a refinancing plan designed to maximize interest savings by reducing the interest rates on our callable bonds. Currently, the District has two bonds eligible for refinancing. The Series 2015 Bonds have an outstanding balance of \$3,610,000 and interest rates ranging from 3.25% to 4.00%, and the Series 2016-A Bonds have an outstanding balance of \$55,205,000 and interest rates ranging from 3.125% to 5.00%. Favorable market conditions present an opportunity to refinance both bond series at lower interest rates, resulting in an estimated \$1,000,000 in net taxpayer savings while maintaining the same repayment terms. If the District chooses to maintain payments similar to current levels to further maximize savings, the estimated total savings could increase to approximately \$1,500,000. Because refinancing opportunities are highly sensitive to interest rate fluctuations, timely action is critical. I will be presenting all this information at the March 9th Board Meeting. Approval of a sale resolution at that meeting or the March 26th Board of Education meeting is necessary to position the District to lock in favorable rates. This refinancing plan also preserves flexibility to pay off bonds early, supports future bond capacity, and allows for continued mill levy management strategies.

### **ALTERNATIVES:**

Leave bonds on current financing schedule.

### **RECOMMENDATION:**

My recommendation would be for the Board of Education to approve the presented Sale Resolution to authorize the refinancing of all callable bonds.

### **FISCAL NOTE:**

There will be a cost savings over the life of these bonds, exact savings will be dependent upon the rate we are able to lock in.

### **ATTACHMENTS:**

Sale Resolution

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
UNIFIED SCHOOL DISTRICT NO. 457,  
FINNEY COUNTY, KANSAS (GARDEN CITY)  
HELD ON MARCH 9, 2026**

The Board of Education (the "Governing Body") met in regular session at the usual meeting place in the District, at 6:00 p.m., the following members being present and participating, to-wit:

Absent:

The President of the Board of Education declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Refunding Bonds, Series 2026, came on for consideration and was discussed.

Member \_\_\_\_\_ presented and moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2026, OF UNIFIED SCHOOL  
DISTRICT NO. 457, FINNEY COUNTY, KANSAS (GARDEN CITY).**

Member \_\_\_\_\_ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_

\_\_\_\_\_

Nay: \_\_\_\_\_

The President declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. \_\_\_\_.

\* \* \* \* \*

(Other Proceedings)

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**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of Unified School District No. 457, Finney County, Kansas (Garden City), held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

\_\_\_\_\_

Clerk

**RESOLUTION 2026-15**

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, OF UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS (GARDEN CITY).**

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**WHEREAS**, Unified School District No. 457, Finney County, Kansas (Garden City) (the “Issuer”) has heretofore issued and has outstanding general obligation bonds; and

**WHEREAS**, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds, described as follows (collectively, the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
General Obligation Refunding Bonds	2015	June 10, 2015	2028 to 2033	\$4,210,000
General Obligation Refunding Bonds	2016-A	April 25, 2016	2027 to 2034	55,205,000

**WHEREAS**, the Board of Education of the Issuer (the “Governing Body”) hereby selects the firm of Piper Sandler & Co., Leawood, Kansas (the “Purchaser”), as underwriter for one or more series of general obligation refunding bonds of the Issuer in order to provide funds to refund the Refunded Bonds; and

**WHEREAS**, the Issuer desires to authorize the Purchaser to proceed with the offering for sale of said general obligation refunding bonds and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation refunding bonds; and

**WHEREAS**, the Issuer desires to authorize the Purchaser, in conjunction with the Superintendent, Clerk, Chief Financial Officer, and Gilmore & Bell, P.C. (“Bond Counsel”), to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said general obligation refunding bonds; and

**WHEREAS**, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of said general obligation refunding bonds, the Governing Body desires to authorize the President to confirm the sale of such general obligation refunding bonds, if necessary, prior to a future meeting of the Governing Body to adopt the necessary resolution providing for the issuance thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS (GARDEN CITY), AS FOLLOWS:**

**Section 1.** The Purchaser is hereby authorized to proceed with the offering for sale of the Issuer’s General Obligation Refunding Bonds, Series 2026 (the “Bonds”) in one or more series, in accordance with the information presented by the Purchaser this date. The offering for sale of the Bonds shall be accomplished in consultation among the Superintendent, Chief Financial Officer, Clerk, Bond Counsel and Purchaser. The confirmation of the sale of the Bonds shall be subject to the execution of a

bond purchase agreement between the Purchaser and the Issuer (the “Bond Purchase Agreement”) in a form approved by Bond Counsel, the adoption of a resolution by the Governing Body of the Issuer authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds. The President is hereby authorized to execute the Bond Purchase Agreement subject to the following parameters: (a) the principal amount of the Bonds shall not exceed \$62,500,000; and (b) the savings associated with refunding the Refunded Bonds shall be not less than \$750,000.

**Section 2.** The Purchaser, in conjunction with the Chief Financial Officer and Bond Counsel, is hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds. The Issuer hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the offering for sale of the Bonds.

**Section 3.** For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the President of the Board of Education and Chief Financial Officer or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 4.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the purchase contract for the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5.** The President of the Board of Education, Clerk, and the other officers and representatives of the Issuer, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; (b) provide for notice of redemption of Refunded Bonds; and (c) purchase or subscribe for the securities to be deposited in escrow for Refunded Bonds.

The transactions described in this Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption.

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**ADOPTED** by the Governing Body on March 9, 2026.

(SEAL)

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President

ATTEST:

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Clerk

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

March 9, 2026

To: Piper Sandler & Co.  
Leawood, Kansas

Re: Unified School District No. 457, Finney County, Kansas (Garden City), General Obligation  
Refunding Bonds, Series 2026

The undersigned are the duly acting President of the Board of Education and Chief Financial Officer of Unified School District No. 457, Finney County, Kansas (Garden City) (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters.

**UNIFIED SCHOOL DISTRICT NO. 457  
FINNEY COUNTY, KANSAS (GARDEN CITY)**

By: \_\_\_\_\_  
Title: President

By: \_\_\_\_\_  
Title: Chief Financial Officer

**UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS (GARDEN CITY)**  
1205 Fleming Street, Garden City, Kansas 67846-4751

March 9, 2026

Gilmore & Bell, P.C.  
100 N. Main, Suite 800  
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: Unified School District No. 457, Finney County, Kansas (Garden City)

Tax I.D. No: 48-0697716

Bonds: General Obligation Refunding Bonds, Series 2026 (the “Bonds”)

Underwriter: Piper Sandler & Co., Leawood, Kansas

Escrow Agent: Security Bank of Kansas City, Kansas City, Kansas– ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Bonds, the Issuer authorizes Bond Counsel, the Underwriter or the Escrow Agent to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date.

The Issuer certifies that the SLGS will be purchased solely from proceeds of the Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Underwriter to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

The Issuer acknowledges that Bond Counsel has not made any recommendation as to the investment of bond proceeds or other monies in the SLGS or any other investment securities. Bond Counsel is not a financial advisor or a “municipal advisor” as defined in the Securities Exchange Act of 1934, as amended.

**UNIFIED SCHOOL DISTRICT NO. 457**  
**FINNEY COUNTY, KANSAS (GARDEN CITY)**

By: \_\_\_\_\_  
Name: Chief Financial Officer

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Jessica Nothern, Chief Financial Officer  
**DATE:** March 4, 2026  
**RE:** Cell Tower Lease

---

### **ISSUE:**

The Board of Education is requested to consider approval of the Option Agreement to Purchase Communications Easement and the Easement and Assignment Agreement with ATC Sequoia LLC.

### **BACKGROUND:**

In reviewing our existing cell tower lease with American Tower, I reached out to legal counsel to consult on available options regarding communications easements. Under the current lease agreement, the District receives \$1,007.94 per month, with an annual escalation of 3%. This agreement is set to expire in 2037. Through negotiations conducted by legal counsel, ATC Sequoia LLC has offered a one-time payment of \$225,000 in exchange for approval of the Option Agreement and Easement and Assignment Agreement. Approval of these agreements would grant ATC Sequoia LLC sole and indefinite access to the designated High School property for cell tower communications purposes. While the easement is perpetual, it does not preclude the school from negotiating similar leases with other cell tower providers in the future.

### **ALTERNATIVES:**

The Board may elect to remain under the terms of the existing lease agreement.

### **RECOMMENDATION:**

It is recommended that the Board of Education approve both the Option Agreement to Purchase Communications Easement and the Easement and Assignment Agreement and accept the one-time payment of \$225,000, to be deposited into the Capital Outlay fund.

### **FISCAL NOTE:**

The proposed one-time payment provides immediate access to funds with greater purchasing power and investment flexibility compared to continued monthly lease payments over time.

### **ATTACHMENTS:**

Option Agreement  
Easement & Assignment Agreement

**Prepared by and Return to:**  
Attorney, Courtney Culp, Land Management  
Site No: 417840  
Site Name: Garden City #4 KS  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

**Prior Recorded Lease Reference:**  
Book 359, Page 227  
State of Kansas  
County of Finney

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(Recorder's Use Above this Line)

STATE OF KANSAS

Assessor's Parcel No.: 273-07-0-40-22-001-00-0

COUNTY OF FINNEY

**EASEMENT AND ASSIGNMENT AGREEMENT**

This Easement Agreement ("**Agreement**") dated as of \_\_\_\_\_, 202\_ (the "**Effective Date**"), by and between **Board of Education Unified School District No. 457, Finney County, State of Kansas ("Grantor")** and **ATC Sequoia LLC, a Delaware limited liability company ("Grantee")**.

**BACKGROUND**

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.

Site No: 417840  
Site Name: Garden City #4 KS

2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.
3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.
4. **Duration.** The duration of this Agreement and the Easements granted herein (the "***Term***") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence.
5. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.
6. **Use of Easement Areas.**
  - a. **Exclusive Easement.** The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "***Permitted Parties***") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.
  - b. **Access and Utility Easement.** The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. Grantor agrees to maintain the existing access road in a manner sufficient to allow pedestrian and vehicular access to the Exclusive Easement Area at all times except that Grantee shall be responsible for repairing any damage caused by the use of the road by Grantee and/or the Permitted Parties, reasonable wear and tear excepted. In the event the Access

and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. **Assignment.** Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

8. **Covenants; Representations; Warranties.**

- a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties and/or the Current Agreement(s) (as defined below); (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.
- b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent

Site No: 417840

Site Name: Garden City #4 KS

directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

- c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.
  - d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.
  - e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.
  - f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.
  - g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.
  - h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.
9. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.
10. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such

remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

11. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: ATC Sequoia LLC  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

To Grantor: Board of Education Unified School District No.  
457 Finney County, State of Kansas  
1205 FLEMING ST.  
GARDEN CITY, KS 67846

With copy to: ATC Sequoia LLC  
c/o American Tower  
222 Berkeley Street, 7<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

12. **Force Majeure.** The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

13. **Miscellaneous.** This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

14. **Cumulative Remedies.** Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

15. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

16. **Severability.** Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void

or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

17. **Attorney's Fees.** If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

18. **Government Approvals/Applications.** Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

19. **Assignment of Ground Lease.** Grantor hereby assigns to Grantee all of Grantor's beneficial rights, title and interest in, to and under all of the existing leases, licenses and other agreements for use or occupancy of the Easements, including, but not limited to, those agreements listed on **Exhibit "D"** attached hereto (the "**Current Agreement**" or "**Current Agreements**"), including without limitation, the right to receive any and all rents and other monies payable to Grantor thereunder and including during any and all extensions thereof ("**Contract Revenues**"). Grantor hereby represents and warrants that as of the Effective Date there are no leases, license or other agreements pertaining to the Premises other than the Current Agreement(s). Notwithstanding the foregoing assignment to Grantee, Grantor agrees that Grantor remains the fee owner of the Premises and Grantor remains obligated to comply with all obligations of the lessor or Grantor under the Current Agreement(s), as the same may be extended or renewed, which relate to the ownership, maintenance, operation and use of the Premises. Such obligations are hereby expressly excluded from the foregoing assignment. Grantor hereby acknowledges that as of the Effective Date none of the improvements constructed pursuant to the Current Agreement(s) encroach outside the Premises. Grantor hereby certifies to Grantee that to the best of Grantor's knowledge the Current Agreement(s) are in full force and effect, that Grantor is not in default or breach of any of its obligations under the Current Agreement(s), that Grantor has received no notices alleging a default under the Current Agreement(s), and that as of the date hereof the lessee under the Current Agreement(s) has no claim against Grantor. Grantor agrees to indemnify and hold Grantee harmless from and against all loss, cost, damage, and expense, including, without limitation, reasonable attorney fees, arising out of any act, omission, or default by Grantor under the Current Agreement(s) that occurred prior to the Effective Date.

20. **Further Acts; Attorney-in-Fact.** Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

21. **Survey.** Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "**Survey**") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that Grantee may elect, in Grantee's sole and absolute discretion, to replace **Exhibit B** and **Exhibit C** with a revised **Exhibit B** and **Exhibit C** depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

22. **Waiver.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT

LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

23. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

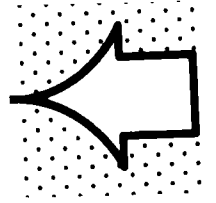
*[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**

**2 WITNESSES**

**Board of Education Unified School District No. 457,  
Finney County, State of Kansas,**



**HERE**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

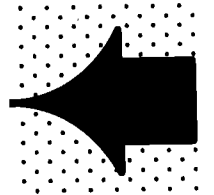
**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**GRANTEE:**

**2 WITNESSES**

**ATC Sequoia LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{Seal}

**Attachments:**

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area
- Exhibit "D" – Current Agreement(s)

**EXHIBIT "A"**  
**The Premises**

*This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises*

**Lot One, Block One, Garden City High School Addition to the City of Garden City, Finney County, Kansas.**

**Being situated in the County of Finney, State of KS, and being known as  
Finney County APN: 273-07-0-40-22-001-00-0.**

**EXHIBIT "B"**  
**Exclusive Easement Area**

*This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements*

**Beginning at the northeast corner of the said Lot One, Block One, Garden City High School Addition to the City of Garden City; thence**  
**N 76°18'19"W 271.64 feet along the north line of the said Lot One, Block One, Garden City High School Addition to the City of Garden City; thence**  
**S 12°59'33"W 200.72 feet to the TRUE POINT OF BEGINNING; thence**  
**S 77°00'28"E 57.67 feet; thence**  
**S 12°59'33"W 20.75 feet; thence**  
**N 77°00'28"W 57.67 feet; thence**  
**N 12°59'33"E 20.75 feet to the TRUE POINT OF BEGINNING, containing 1,197 square feet. Subject to easements and restrictions of record.**

**EXHIBIT "C"**  
**Access and Utility Easement Area**

*This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utilities Easement Area*

All existing utility and access easements from Exclusive Easement Area to a public right of way.

**EXHIBIT "D"**  
**Current Agreement(s)**

That certain Communications Site Lease Agreement dated February 14, 2003 by and between Board of Education Unified School District No. 457, Finney County, State of Kansas, as Owner, and ALLTEL Kansas Limited Partnership by its General Partner ALLTEL Corporate Services, Inc., as Tenant, as amended by that certain First Amendment to Communications Site Lease Agreement dated May 22, 2019, as further amended by that certain Second Amendment to Communications Site Lease Agreement dated July 27, 2023. As evidenced by that certain Confirmatory Memorandum of Communications Site Lease Agreement dated August 18, 2016 and recorded in the official records of Finney County, Kansas as Document no. 2016-03532 and as further evidenced by that certain Memorandum of Lease dated August 23, 2023 and recorded in the official records of Finney County, Kansas as Book 359, Page 227.

## OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this "**Option Agreement**") is made effective as of the latter signature date hereof (the "**Option Effective Date**") by and between ATC Sequoia LLC, a Delaware limited liability company ("**Buyer**") and Board of Education Unified School District No. 457, Finney County, State of Kansas ("**Seller**") (Buyer and Seller being collectively referred to herein as the "**Parties**").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the "**Option**") to purchase a perpetual, exclusive communications easement and perpetual, non-exclusive access and utility easement (collectively, the "**Easements**"), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as **Exhibit A** and incorporated herein by reference (the "**Easement Agreement**"). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Finney, State of Kansas (the "**Premises**"), and on which Buyer currently operates or manages a communications facility. Seller shall also assign to Buyer, or an affiliate of Buyer, all of Seller's right, title and interest in, to and under all of the existing leases, licenses, or other agreements for use and occupancy of the Premises, including but not limited to those agreements listed on the **Current Agreement Addendum** attached hereto and incorporated by this reference (collectively, the "**Current Agreement**" or "**Current Agreements**"), including without limitation, the right to receive any and all rents and other monies payable to Seller thereunder, arising or accruing on or after the Closing (as herein defined). The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.
2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by paying to Seller an amount equal to **Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00)** [the "**Purchase Price**"] by check or by electronic funds transfer. The day on which payment is made to Seller is referred to herein as the "**Closing**". Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Current Agreement, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, **BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT 457, FINNEY COUNTY, KANSAS**. From and after the Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the expiration of this Option Agreement.
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Option Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180<sup>th</sup> day following the Option Effective Date (said date being referred to herein as the "**Termination Date**"). Between the Option Effective Date and the Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer's completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Seller agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller's best efforts,

Site No: 417840

Site Name: Garden City #4 KS

Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will exercise the Option without an NDA, in which case Seller shall provide Buyer with authorization to verify Seller's credit worthiness and any additional documentation and/or information requested by Buyer in connection with such risk assessment.

4. Seller shall execute and deliver to Buyer the Easement Agreement, together with any other documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.
5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.
6. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.
7. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: 1205 FLEMING ST., GARDEN CITY, KS 67846; To Buyer at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn: Legal Department, 222 Berkeley Street, 7<sup>th</sup> Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. Unless extended by Buyer, in Buyer's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before March 20, 2026.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

**BUYER:**

**ATC Sequoia LLC,**  
a Delaware limited liability company,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**SELLER:**

**Board of Education Unified School District No. 457,  
Finney County, State of Kansas,**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CURRENT AGREEMENT ADDENDUM**

That certain Communications Site Lease Agreement dated February 14, 2003 by and between Board of Education Unified School District No. 457, Finney County, State of Kansas, as Owner, and ALLTEL Kansas Limited Partnership by its General Partner ALLTEL Corporate Services, Inc., as Tenant, as amended by that certain First Amendment to Communications Site Lease Agreement dated May 22, 2019, as further amended by that certain Second Amendment to Communications Site Lease Agreement dated July 27, 2023. As evidenced by that certain Confirmatory Memorandum of Communications Site Lease Agreement dated August 18, 2016 and recorded in the official records of Finney County, Kansas as Document no. 2016-03532 and as further evidenced by that certain Memorandum of Lease dated August 23, 2023 and recorded in the official records of Finney County, Kansas as Book 359, Page 227.

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 02/27/2026  
**RE:** Consider and Act on proposals for 2 new playground components as well as an ada compliant inclusive whirl at Buffalo Jones Elementary.

---

### **ISSUE:**

Buffalo Jones is next in the rotation for funding for a Playground upgrade. This project is budgeted for \$120,000 in the Long-Range Facilities Plan and we have access to SPED funds in the amount of \$50,000 for any inclusive play component.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

### **BACKGROUND:**

Safe, inclusive playgrounds are essential to a well-rounded learning environment. Each year a different elementary receives funding for a substantial upgrade. This project began last Spring with discussions with Ben Luna, Principal at Buffalo Jones and Plant Facilities Staff. Mr. Luna and his staff assessed current playground needs and have proposed the attached upgrades with the budgeted funds. Grounds Department has already removed tether ball poles, slides and merry go rounds that were old and unsafe.

### **ALTERNATIVES:**

You have a quote for upgrades for 2 areas at Buffalo Jones Elementary from Next Generation Recreation (Playworld) with a turn key cost of \$137,069.75 after Sourcewell Discount and a quote for an inclusive play whirl in the amount of \$29,564.33 after Sourcewell Discount. Both these quotes are turn key including installation. Total cost turn key would be \$166,634.08 and would be covered with budgeted funds.

### **RECOMMENDATION:**

The Playworld equipment is consistent with what we have been installing in past years. Having the Sourcewell quoter allows use to move forward with a single source vendor which has served the district for many years. Plant Facilities Staff recommends we go with the Next Generation (Playworld) quotes for the 2 new playground areas and also the quote for the inclusive whirl.

**FISCAL NOTE:**

In the Long Range Plan we have \$120,000 budgeted for this upgrade. We also have access to \$50,000 SPED funds to cover the inclusive play component cost.

**ATTACHMENTS:**

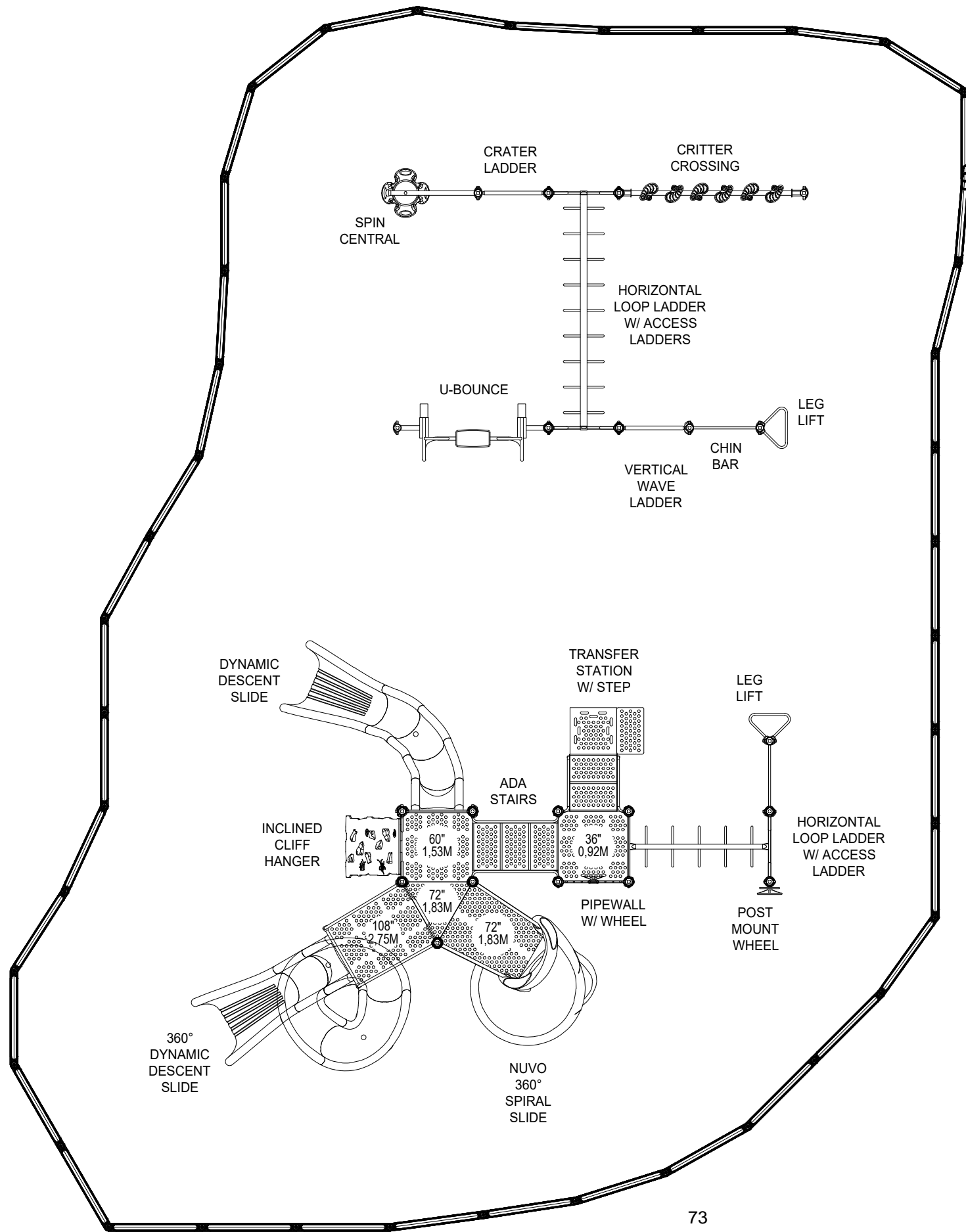
Next Generation Playground Quote

Next Generation Whirl Quote

Area #1 and #2 Renderings

Whirl Placement

Area #1 and #2 Site Plans



**PLAYWORLD**

EQUIPMENT SIZE:  
**N/A**

USE ZONE:  
**40' X 53'**

AREA:  
**1653 SqFt.**

PERIMETER:  
**160 Ft.**

FALL HEIGHT:  
**9' Ft.**

USER CAPACITY:  
**41**

AGE GROUP:  
**5-12**



PROJECT NO:  
**262679**

SCALE:  
**3/16"=1'-0"**

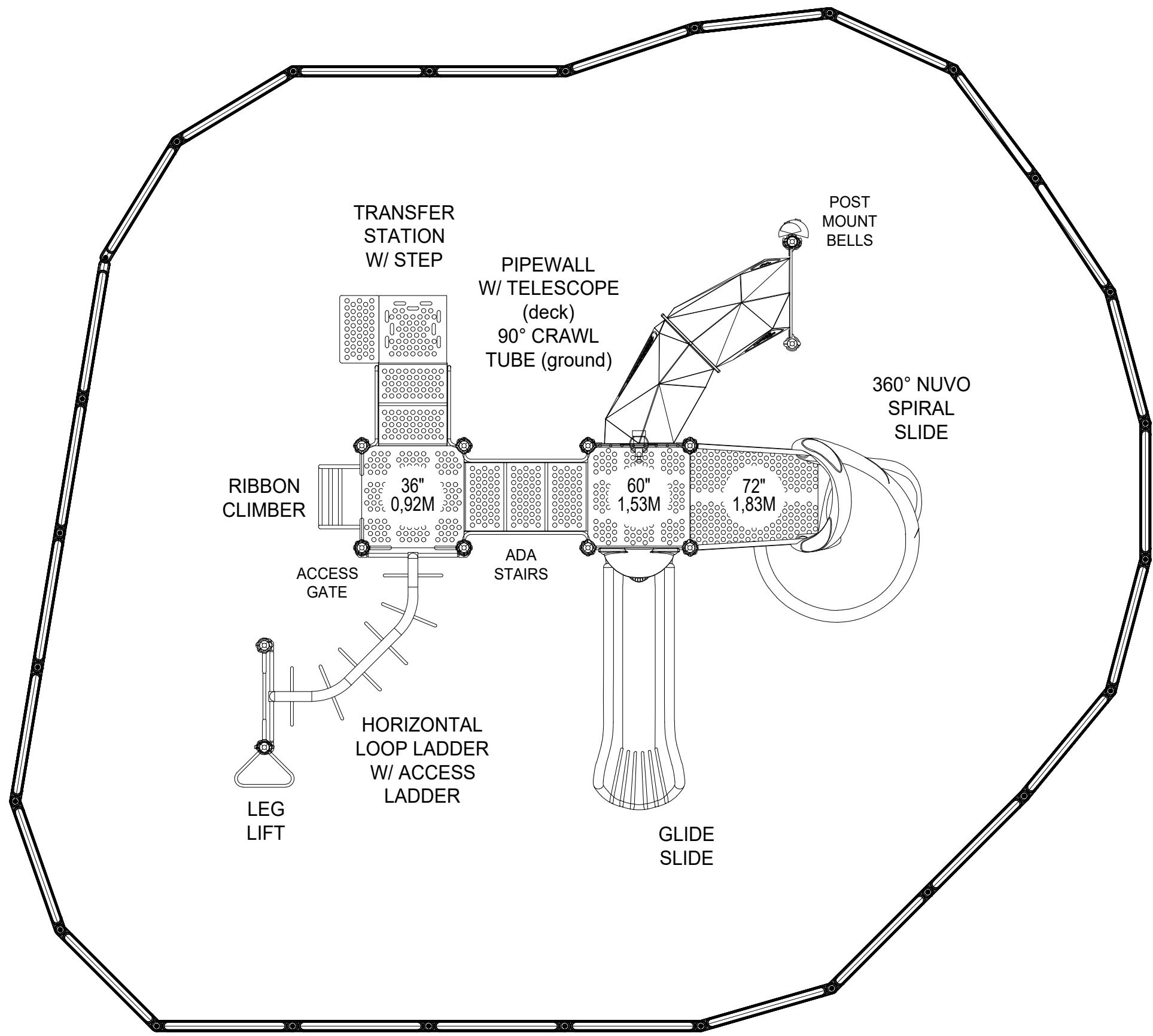
DRAWN BY:  
**EDM**

Paper Size  
**B**

DATE:  
**1/26/2025**

**BUFFALO JONES ELEMENTARY**  
AREA 2

\*PLAYGROUND SUPERVISION REQUIRED



**PLAYWORLD**

EQUIPMENT SIZE:  
**18' X 20'**

USE ZONE:  
**34' x 31'**

AREA:  
**805 SqFt.**

PERIMETER:  
**104 Ft.**

FALL HEIGHT:  
**8 Ft.**

USER CAPACITY:  
**27**

AGE GROUP:  
**5-12**



PROJECT NO:  
**262679**

SCALE:  
**3/16"=1'-0"**

DRAWN BY:  
**EDM**

Paper Size  
**B**

DATE:  
**1/26/2025**

**BUFFALO JONES ELEMENTARY**  
AREA 2

\*PLAYGROUND SUPERVISION REQUIRED

# QUOTE



<b>QUOTE #</b>	<b>NXTQ2733</b>
<b>DATE</b>	<b>Jan 27, 2026</b>

### Bill To

Brandon Anderson  
Garden City USD 457  
4665 E US Hwy 50  
Garden City, KS 67846

banderson1@gckschools.com  
Phone 940.521.2301

### Ship To

Brandon Anderson  
Garden City USD 457  
4665 E US Hwy 50  
Garden City, KS 67846

banderson1@gckschools.com  
Phone 940.521.2301

### Installation Location

Brandon Anderson  
Garden City USD 457  
4665 E US Hwy 50  
Garden City, KS 67846

Phone 940.521.2301

Salesperson	Prepared By	Payment Terms	Valid Through
Rodney Born	Ed McDowell	50% DOWN	Feb 27, 2026

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	ACCESSIBLE WHIRL	\$17,315.00	\$17,315.00
1	Installation of Accessible Whirl Includes Concrete, Footing, Assembly and Erection Does not include	\$6,733.61	\$6,733.61
1	Installation of Unitary Surfacing for 100sqft of area	\$4,222.22	\$4,222.22
	Installation of Bonded Rubber for 100sqft of area 3' Bonded rubber skirt around the Whirl		
	Gravel for Subbase under Unitary Surfacing		
1	Sourcewell Discount	-\$1,731.50	-\$1,731.50

<b>SUBTOTAL</b>	\$26,539.33
<b>SALES TAX</b>	\$0.00
<b>SHIPPING</b>	\$3,025.00
<b>TOTAL</b>	<b>\$29,564.33</b>
<b>DEPOSIT</b>	\$14,782.17

<b>SOURCEWELL #</b>	32275
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### Notes

A 50% deposit is required prior to order placement.

The remaining material balance will be invoiced with NET 30 terms from the date of shipment.

Labor costs will be invoiced with NET 30 terms upon completion of work.

Applicable sales tax will be added to final invoice unless sales tax exemption is on file.

Vendor tariffs or surcharges imposed after the quote date may be added to the final invoice

<b>TOTAL</b>	<b>\$29,564.33</b>
--------------	--------------------

<b>DEPOSIT</b>	<b>\$14,782.17</b>
----------------	--------------------

To accept this quotation, sign here and return: \_\_\_\_\_  
Signature acknowledges payment amount, deposit amount, and that you have received, read and agree to our terms and conditions.



# QUOTE



<b>QUOTE #</b>	<b>NXTQ2679</b>
<b>DATE</b>	<b>Jan 27, 2026</b>

**Bill To**

Brandon Anderson  
 Garden City USD 457  
 4665 E US Hwy 50  
 Garden City, KS 67846

banderson1@gckschools.com  
 Phone 940.521.2301

**Ship To**

Brandon Anderson  
 Garden City USD 457  
 4665 E US Hwy 50  
 Garden City, KS 67846

banderson1@gckschools.com  
 Phone 940.521.2301

**Installation Location**

Brandon Anderson  
 Garden City USD 457  
 4665 E US Hwy 50  
 Garden City, KS 67846

Phone 940.521.2301

Salesperson	Prepared By	Payment Terms	Valid Through
Rodney Born	Ed McDowell	50% DOWN	Feb 27, 2026

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	350-2537 - Climbing and Balance Structure Colors: TBD	\$15,678.00	\$15,678.00
1	350-2175 - Challengers Sale Structure Colors: TBD	\$36,293.00	\$36,293.00
1	350-2263 - Challengers Sale Structure Colors: TBD	\$24,098.00	\$24,098.00
4	Ultimate JR Rectangular Polycarbonate Playground System	\$2,499.84	\$9,999.36
1	EWF and Weed Barrier 100 Cubic yards, delivered to site	\$5,541.84	\$5,541.84
	Engineered Wood Fiber  (2453) Weed Barrier for loose fill surfacing		
66	12" Playground Border with Spike	\$30.00	\$1,980.00
1	INSTALL includes installation of 3 playground structures, border timbers, 4 basketball goals, weed barrier, and wood fiber DOES NOT INCLUDE SITE PREP All equipment to be installaed in grass/earth	\$37,781.05	\$37,781.05



QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Installation of equipment		
	Installation of wood fiber and weed barrier		
		<b>SUBTOTAL</b>	\$131,371.25
		<b>SALES TAX</b>	\$0.00
		<b>SHIPPING</b>	\$5,698.50
		<b>TOTAL</b>	<b>\$137,069.75</b>
		<b>DEPOSIT</b>	\$68,534.88

<b>SOURCEWELL #</b>	32275
---------------------	-------

**Notes**

- A 50% deposit is required prior to order placement.
- The remaining material balance will be invoiced with NET 30 terms from the date of shipment.
- Labor costs will be invoiced with NET 30 terms upon completion of work.
- Applicable sales tax will be added to final invoice unless sales tax exemption is on file.
- Vendor tariffs or surcharges imposed after the quote date may be added to the final invoice

<b>TOTAL</b>	<b>\$137,069.75</b>
--------------	---------------------

<b>DEPOSIT</b>	<b>\$68,534.88</b>
----------------	--------------------

To accept this quotation, sign here and return: \_\_\_\_\_  
 Signature acknowledges payment amount, deposit amount, and that you have received, read and agree to our terms and conditions.























## MEMORANDUM

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 02/27/2026  
**RE:** Consider and Act on bids received for flooring projects at Alta Brown Elementary and the Educational Support Center as received, reviewed and vetted.

---

### **ISSUE:**

In the Long Range Plan we have budgeted funds to make flooring upgrades at Alta Brown Elementary as well as the Educational Support Services Center. We have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

### **BACKGROUND:**

Flooring upgrades and needs are listed in the LRP by need, age and traffic. The 2 bids put out are for the highest traffic areas on both sites which are corridors and entrances with an alternate bid listed for all classrooms, offices and other needed areas. When bids are received, we will review and send out a recommendation prior to the meeting.

### **ALTERNATIVES:**

### **RECOMMENDATION:**

Recommendation on bids received and a bid tabulation sheet will be disbursed next Friday, March 6<sup>th</sup>.

### **FISCAL NOTE:**

As stated above, we have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

### **ATTACHMENTS:**

Flooring Bid for Alta Brown Elem.  
Flooring Bid for ESC  
Alta Brown Flooring Map  
ESC Flooring Map



# GARDEN CITY PUBLIC SCHOOLS

February 10, 2026

The Board of Education, Unified School District #457, is requesting bids for **Alta Brown Elementary School Flooring**. Bids must be mailed, emailed, or delivered to the office of the Financial Officer **by 2:00 pm Thursday, March 5th, 2026**, and will be publicly opened at that time. Board action will be taken on **Monday, March 9<sup>th</sup>, 2026** at the regular school board meeting. A bid specification sheet is attached and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warranted for a one-year time frame from substantial completion date.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Alta Brown Flooring**".

**Bids are to be sent to:**

Jessica Nothern, Financial Officer  
USD 457  
1205 Fleming  
Garden City, KS 67846

**OR**

[jnothern@gckschools.com](mailto:jnothern@gckschools.com)



# GARDEN CITY PUBLIC SCHOOLS

## BID SPECIFICATIONS

**SPECIFICATIONS:** The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model / brand.

Item Description:	
J&J Adapt Carpet Tile 7602/3268 (Rooms) - see attached specification	
J&J Z factor Carpet Tile 1844/2864 (Hallways)- see attached specification	
J&J Catwalk II 7268/1427 Walk Off Modular (Entryways) - see attached specification	
J&J Step by Step (5mm) V5044/1137- see attached specification	
Johnsonite Millwork Wall Base Outline (3 ½ ") 86 Hunter Green	
Removal of existing carpet, flooring, cove base, wood trim, baseboard and glue residue – See common work results for flooring preparation included	
Floor Prep – Per Specifications	
***Work to be performed after May 21st and before August 1 <sup>st</sup> , 2026	
***Project Walk Through on February 23-27 2026 with Brandon Anderson or Brad Stoppkotte, USD 457 Staff, contact Brandon for more details on the walk-through at 940-521-2301 and/or Brad at 308-370-1574	
See attached map for all flooring type and locations	
Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over \$100,000.	

\*\* Please see attached specification sheet for additional details.



## BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

**Pricing** (*Unit Cost Including All Options and Less any Applicable Incentives*)

**Vendor Name:** \_\_\_\_\_

**Base BID: AB Hallways & Entryways** \_\_\_\_\_

**Alternate Bid: AB Classrooms & Offices** \_\_\_\_\_

**Total Base + Alternate** \_\_\_\_\_

**Duration of Project Completion (calendar days):** \_\_\_\_\_

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_

Addenda to Bid (Y/N) \_\_\_\_\_

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.



# GARDEN CITY PUBLIC SCHOOLS

Bidders Signature: \_\_\_\_\_

Addenda # \_\_\_\_\_

Date \_\_\_\_\_

## BID FORM

BIDDER IS AN INDIVIDUAL-

Name of Individual: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

BIDDER IS A PARTNERSHIP-

Name of Partnership: \_\_\_\_\_

Names of Principal Partners: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

The full names of all partners: \_\_\_\_\_

BIDDER IS A CORPORATION-

Full Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

Name & Address of Resident Agent: \_\_\_\_\_



## **ATTACHMENT A-USD 457 STANDARD TERMS AND CONDITIONS**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "bid request" means a solicitation of a formal sealed bid.
  - b. The term "bid" means the price offered by the bidder.
  - c. The term "bidder" means the offeror or vendor.
  - d. The term "District" means Unified School District No. 457.
  - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 457.
3. **COMPLETING BID:** Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.
11. **NEW MATERIALS, SUPPLIES AND EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered



# GARDEN CITY PUBLIC SCHOOLS

until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. HOLD HARMLESS: The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

#### NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
26. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
28. For all projects that exceed \$100,000 a performance and payment bond must be included in the bid price.

**Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over \$100,000.**

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 02/27/2026  
**RE:** Consider and Act on bids received for flooring projects at Alta Brown Elementary and the Educational Support Center as received, reviewed and vetted.

---

### **ISSUE:**

In the Long Range Plan we have budgeted funds to make flooring upgrades at Alta Brown Elementary as well as the Educational Support Services Center. We have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

### **BACKGROUND:**

Flooring upgrades and needs are listed in the LRP by need, age and traffic. The 2 bids put out are for the highest traffic areas on both sites which are corridors and entrances with an alternate bid listed for all classrooms, offices and other needed areas. When bids are received, we will review and send out a recommendation prior to the meeting.

### **RECOMMENDATION:**

Recommendation on bids received and a bid tabulation sheet will be disbursed next Friday, March 6<sup>th</sup>.

After receiving bids and reviewing them, Staff recommendation is to select the Base Bid and Alternate Bid of \$230,408.92 for the project at Alta Brown Elementary which we had budgeted at \$237,000. Staff recommendation is to, at a minimum accept the base bid for the ESC of \$28,041.48 for the entryways and corridors and also consider doing alternate for Offices of \$67,697.63 so that the entire building is complete and updated at the same time. We had \$37,500 budgeted for the base bid. All these bids are the low bids received from Star Lumber out of Wichita, KS.

### **FISCAL NOTE:**

As stated above, we have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

**ATTACHMENTS:**

Flooring Bid for Alta Brown Elem.  
Flooring Bid for ESC  
Alta Brown Flooring Map  
ESC Flooring Map  
Bid Summary's



- No work in this area.
- Catwalk II 7268-1427
- Z factor 1844/2864
- Adapt 7602/3268
- Step by Step 1137 forest watch LVT

35' 5" Catwalk II

Old Side

New Side

17' 3" Catwalk II

Typical Old Side  
6'x7' LVT Area






Typical New Side  
6'x6' LVT Area

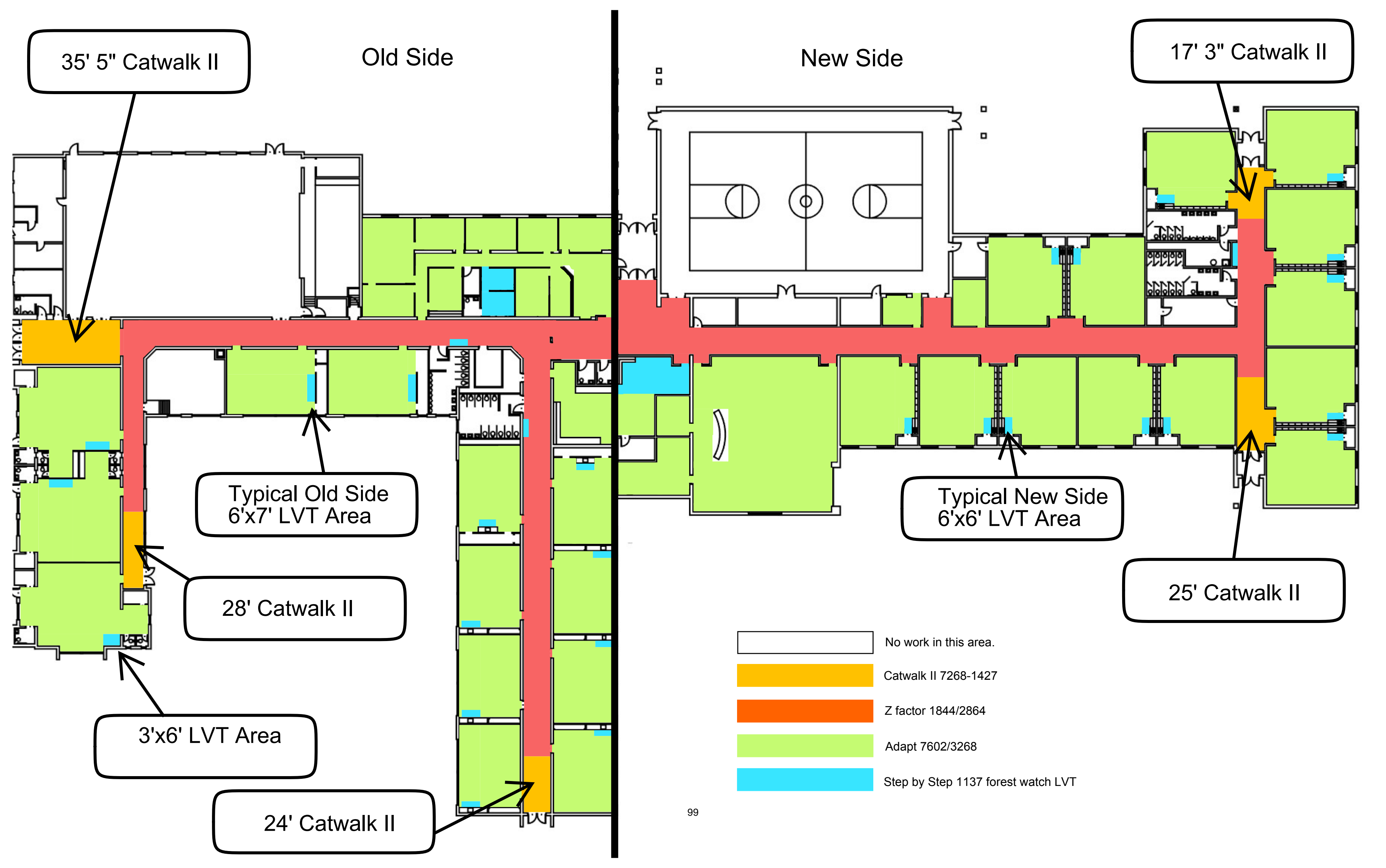
28' Catwalk II

25' Catwalk II

3'x6' LVT Area

24' Catwalk II

-  No work in this area.
-  Catwalk II 7268-1427
-  Z factor 1844/2864
-  Adapt 7602/3268
-  Step by Step 1137 forest watch LVT



**Bid Tabulations**  
**Flooring: Alta Brown**

Bid Opening: 3/5/2026

**Bid 2026-08**

<b>Vendor</b>	<b>Bid: Hallways &amp; Entryways</b>	<b>Alternate Bid: Offices</b>	<b>Total Base + Alternate</b>
Country Carpets	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
J&M Paint & Decorating	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
L&L Flooring	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
Star Commercial Flooring	<b>\$64,482.90</b>	<b>\$165,926.02</b>	<b>\$230,408.92</b>
Stuart & Associates	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
Vitztum Commercial Flooring	<b>\$73,950.00</b>	<b>\$195,500.00</b>	<b>\$269,500.00</b>

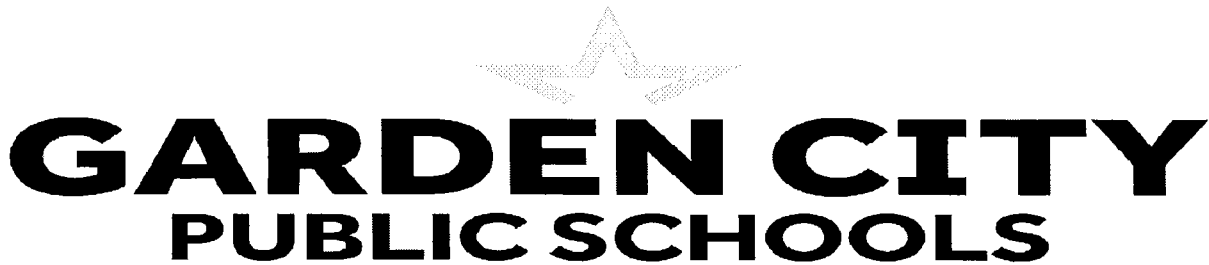
**RECOMMENDATION:** To accept the bid of in the amount of \$230,408.92 from Star Commercial Flooring

**Payment to be made from**

**budgeted funds in account:**

LRF Plan-Flooring

016 E 4700 21 0000 056 05 610



# GARDEN CITY PUBLIC SCHOOLS

## BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

**Pricing** (*Unit Cost Including All Options and Less any Applicable Incentives*)

**Vendor Name:** Star Commercial Flooring

**Base BID: AB Hallways & Entryways** \$64,482.90

**Alternate Bid: AB Classrooms & Offices** \$165,926.02

**Total Base + Alternate** \$230,408.92

**Duration of Project Completion (calendar days):** Base Bid - 8 Days, Alternate - 21 Days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: Josh Hazelton Date: 3/5/26

Printed Name: Josh Hazelton Title: Account Manager

Email: Josh.Hazelton@StarLumber.com

Addenda to Bid (Y/N) Yes

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.



# GARDEN CITY PUBLIC SCHOOLS

Bidders Signature: *Josh Hazelton*

Addenda # 1

Date 2/25/26

## BID FORM

### BIDDER IS AN INDIVIDUAL-

Name of Individual: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

### BIDDER IS A PARTNERSHIP-

Name of Partnership: \_\_\_\_\_

Names of Principal Partners: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

The full names of all partners: \_\_\_\_\_

### BIDDER IS A CORPORATION-

Full Corporation Name: Star Lumber DBA Star Commercial Flooring

State of Incorporation: Kansas

Mailing Address: 325 S. West St., Wichita, KS, 67213

Business Phone No.: 316-942-2221

Business Fax No.: NA

Name & Address of Resident Agent: Jennifer  
325 S. West St., Wichita, KS, 67213

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Star Lumber & Supply Co., Inc. dba Star Commercial Flooring  
325 S. West Street, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland  
1299 Zurich Way, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL  
as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City Unified School District #457  
1205 Fleming St, Garden City, KS 67846

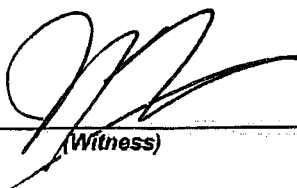
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

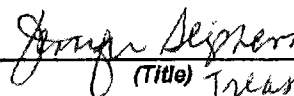
WHEREAS, the Principal has submitted a bid for  
USD 457 Alta Brown ES

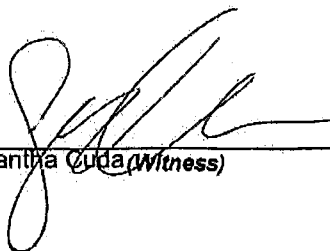
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished  
in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, If the  
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of March, 2026

  
\_\_\_\_\_  
(Witness)

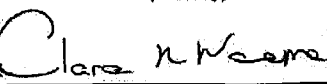
Star Lumber & Supply Co., Inc. dba Star Commercial Flooring  
\_\_\_\_\_  
(Principal) (Seal)

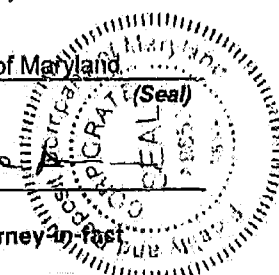
By:   
\_\_\_\_\_  
(Title) Treasurer

  
\_\_\_\_\_  
Samantha Cuda (Witness)



Fidelity and Deposit Company of Maryland  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Clara R Navarro Abela, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Clara R. NAVARRO ABELA, Myriah A. ANDERSON, Todd Alan RAMBO, Desiree E. WESTMORELAND, Timothy Craig SMITH, Alycia Marie HOEBENER of Wichita, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29<sup>th</sup> day of May, A.D. 2025.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

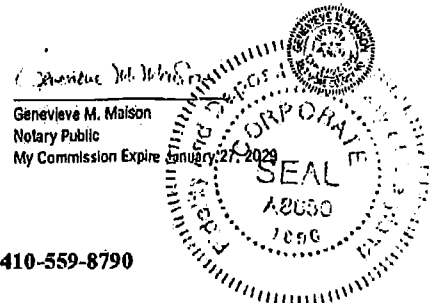
By: Christopher Nolan  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 29<sup>th</sup> day of May, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5<sup>th</sup> day of March, 2000.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reports@claims@zurichna.com](mailto:reports@claims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



USD 457 GARDEN CITY PUBLIC SCHOOLS  
 GARDEN CITY, KS, 67849

BC008524-1  
 03/05/26

Re: USD 457 ALTA BROWN ES - BASE BID

**Carpet Tile**

CPT2, J&J, 1844 Z Factor, Polyester Felt Cushion, Color: 2864 Trial, 18X36  
 WOC1, J&J, 7268 Catwalk II, Nexus, Color: 1427 Spotlight, 24X24

**Material & Labor \$52,482.70**

**Luxury Vinyl Tile**

LVT1, J&J, V5044 Step BY Step 5 MM, Color: 1137 Forest Watch, 18X36

**Material & Labor \$926.58**

**Resilient Cove Base**

Johnsonite 4" Resilient Cove Base, Color: To Be Determined  
 Johnsonite Transitions As Needed

**Material & Labor \$3,633.40**

**Floor Prep**

TEC Feather Edge Patch

**Material & Labor \$3,294.18**

**Demo of Existing Flooring**

Take Up Carpet Flooring  
 Take Up Resilient Base  
 Disposal Of Demo Debris In Star Provided Dumpster

**Labor Only \$4,146.04**

**Subtotal: \$64,482.90**

**Tax Exempt: \$0.00**

**Total: \$64,482.90**

\* Addendums Noted: 1

\* Pricing is good for 30 days with the exception of any products that are affected by tariffs. Tariff clause must be included in contract.

\* This bid is based on daytime labor rates.

\* Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.

\* Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.

\* Standard floor prep is included. Additional floor prep will be charged at \$45.00 per man hour plus materials

\* Identifying and removing asbestos is the customer's responsibility. Asbestos, if found, may impede installation progress.

\* Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.

**Josh Hazelton**  
**Star Commercial Flooring**  
**316.259.5847**



USD 457 GARDEN CITY PUBLIC SCHOOLS  
 GARDEN CITY, KS, 67849

BC008524-2  
 03/05/26

Re: USD 457 ALTA BROWN ES - ALTERNATE

**Carpet Tile**

CPT1, J&J, 7602 Adapt, Nexus, Color: 3268 Crystal Oasis, 18X36

**Material & Labor \$123,565.96**

**Luxury Vinyl Tile**

LVT1, J&J, V5044 Step BY Step 5 MM, Color: 1137 Forest Watch, 18X36

**Material & Labor \$10,422.79**

**Resilient Cove Base**

Johnsonite 4" Resilient Cove Base, Color: To Be Determined  
 Johnsonite Transitions As Needed

**Material & Labor \$7,771.81**

**Floor Prep**

TEC Feather Edge Patch

**Material & Labor \$9,306.07**

**Demo of Existing Flooring**

Take Up Carpet Flooring  
 Take Up Resilient Flooring  
 Take Up Resilient Base  
 RRQTR, Remove WOOD Base  
 Disposal Of Demo Debris In Star Provided Dumpster

**Labor Only \$13,485.18**

**Subtotal: \$164,551.81**

**P&P Bond Rate 0.6% (Applies to Base & Alternate): \$1,374.21**

**Tax Exempt: \$0.00**

**Total: \$165,926.02**

\* Addendums Noted: 1

\* Pricing is good for 30 days with the exception of any products that are affected by tariffs. Tariff clause must be included in contract.

\* This bid is based on daytime labor rates.

\* Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.

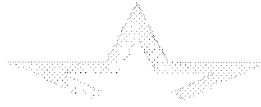
\* Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.

\* Standard floor prep is included. Additional floor prep will be charged at \$45.00 per man hour plus materials

\* Identifying and removing asbestos is the customer's responsibility. Asbestos, if found, may impede installation progress.

\* Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.

**Josh Hazelton**  
**Star Commercial Flooring**  
**316.259.5847**



# GARDEN CITY PUBLIC SCHOOLS

## BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

**Pricing** (Unit Cost Including All Options and Less any Applicable Incentives)

**Vendor Name:** VITZTUM COMMERCIAL FLOORING INC

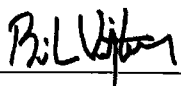
**Base BID: AB Hallways & Entryways** \$ 73,950.00

**Alternate Bid: AB Classrooms & Offices** \$195,550.00

**Total Base + Alternate** \$269,500.00

**Duration of Project Completion (calendar days):** 21 days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature:  Date: March 5th 2026

Printed Name: Brian L. Vitztum Title: COO

Email: brian@vitztum.com

Addenda to Bid (Y/N) Y

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.



# GARDEN CITY PUBLIC SCHOOLS

Bidders Signature: B.L. Vitzum Addenda # \_\_\_\_\_ Date \_\_\_\_\_

## BID FORM

**BIDDER IS AN INDIVIDUAL-**

Name of Individual: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_

**BIDDER IS A PARTNERSHIP-**

Name of Partnership: \_\_\_\_\_  
Names of Principal Partners: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_  
The full names of all partners: \_\_\_\_\_

**BIDDER IS A CORPORATION-**

Full Corporation Name: Vitzum Commercial Flooring Inc  
State of Incorporation: Kansas  
Mailing Address: PO Box 642 Hays KS 67601  
Business Phone No.: 785-623-7453 Cell  
Business Fax No.: 785-628-3093  
Name & Address of Resident Agent: Brian L. Vitzum  
PO Box 642 Hays KS 67601

**INLAND  
INSURANCE COMPANY**

P.O. Box 80468  
Lincoln, Nebraska 68501  
Phone • 1-800-755-2666  
FAX • 402-435-3274

**UNIVERSAL  
SURETY COMPANY**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we,  
Vitztum Commercial Flooring, Inc., 2050 E Us Highway 40, KS 67601

as Principal, hereinafter called the Principal, and Inland Insurance Company  
a corporation duly organized under the laws of the State of **NEBRASKA**, as Surety, hereinafter called the Surety, are held and firmly bound unto  
USD 457, 1205 Fleming, Gsrden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid - -----

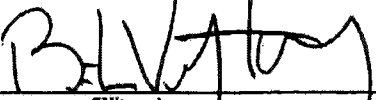
(\$5 % of Bid ) DOLLARS,

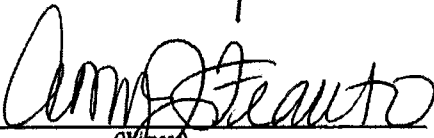
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind  
themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Project # BID - Alta Brown Flooring. Alta Brown Elementary School  
Flooring.

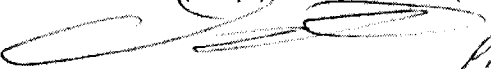
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient  
surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event  
of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to  
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, Sealed and Dated, this 5th day of March , 20 26 .


  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Vitztum Commercial Flooring, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By   
\_\_\_\_\_  
(Name) (Title)

Inland Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By   
\_\_\_\_\_  
(Attorney-in-Fact) William Wasinger

# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

William L. Wasinger or William M. Wasinger  
or Daniel Wasinger, Hays, Kansas

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 2026.

*Carol J. Clark*

Secretary/Treasurer

By

State of Nebraska

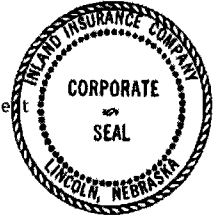
County

of

ss.  
Lancaster

INLAND INSURANCE COMPANY

*Carl L. Hartter* President



On this 16th day of February, 2026, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*

Notary Public



My Commission Expires February 16, 2030.

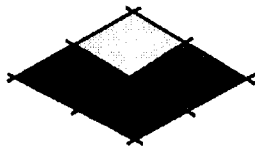
I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 5th day of March, 2026.

*Philip C. Abel*

Director





# Vitztum

Commercial Flooring, Inc.

**INFORMATION ONLY**

### LIMITED WARRANTY

**Vitztum Commercial Flooring, Inc., d/b/a Vitztum Commercial Flooring**, does hereby warrant to Purchaser its installation of carpet, tile or other floor or wall covering is free from defects in material and workmanship under normal use and service for a period of one (1) year from \_\_\_\_\_.

If the installation fails or becomes defective under normal use and service, **Vitztum Commercial Flooring** agrees to repair or replace the installation or, in the alternative, at the option of **Vitztum Commercial Flooring**, refund Purchaser the cost paid by Purchaser for installation.

There is no other express warranty. **Vitztum Commercial Flooring** disclaims any implied warranty of Merchantability or Fitness for any particular purpose for any period beyond this express warranty. No employee or agent of **Vitztum Commercial Flooring** has authority to change or modify this Warranty in any respect.

EXCEPT AS MAY BE PROVIDED BELOW, VITZTUM COMMERCIAL FLOORING SHALL NOT BE LIABLE FOR ANY LOSS OF USE OF THE PREMISES OF PURCHASER, INCONVENIENCE, LOSS OF BUSINESS OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO PURCHASER. THIS WARRANTY GIVES PURCHASER SPECIFICALLY A RIGHT AND PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

This Limited Warranty is limited to the time set forth herein. Damages and remedies are restricted by this Limited Warranty. In no event shall damages exceed the amounts paid by Purchaser for installation.

**Vitztum Commercial Flooring** does not guarantee the product they install, only the installation process. The manufacturer or supplier of the product may have additional warranties, and nothing herein shall be construed as limiting those warranties offered by the manufacturer or distributor. Although the product being installed may be purchased through **Vitztum Commercial Flooring**, **Vitztum Commercial Flooring** warranty obligation is limited by this Limited Warranty.

This Warranty does not cover the following: failures of floor covering material, adhesive, or floor preparation compounds resulting from misuse, negligence, modifications, accident, movement and/or cracking of substrates, moisture emissions through concrete slabs in excess of rates recommended by the manufacturer of the affected material(s), fire or other casualties, improper repairs, use of the installed product in a method not intended, or lack of property maintenance; normal scheduled maintenance; and/or failures resulting directly from repair work to the installation done by someone other than **Vitztum Commercial Flooring**.

All claims under this Limited Warranty must be made within one (1) year of the date of installation. Notice shall be given to **Vitztum Commercial Flooring** within one (1) year at the following address: **Vitztum Commercial Flooring, Inc., 2050 E. Hwy 40, P.O. Box 642, Hays, KS 67601.**

**Bid Tabulation for**  
**Alta Brown Elemnetary School Flooring Project**  
**USD #457 Garden City Schools**  
**Thursday, March 5th, 2026**



J&M Paint	Country Carpet	Star Lumber	Viztum	L&L Flooring	Stuart & Assoc.
Garden City, KS	Wichita, KS	Wichita, KS	Hays, KS	Garden City, KS	Wichita, KS

Base Bid	No Bid	No Bid	\$64,482.90	\$73,950.00	No Bid	No Bid
Entryways and Corridors						
Alternate Bid			\$165,926.02	\$195,550.00		
A-1 Classrooms						
Total Bid + Alternate			\$230,408.92	\$269,500.00		
Calendar Days if offered			29 Days	21 Days		
Did they receive Addenda						
Bid Bond (req.)			Yes	Yes		

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 02/27/2026  
**RE:** Consider and Act on bids received for flooring projects at Alta Brown Elementary and the Educational Support Center as received, reviewed and vetted.

---

### **ISSUE:**

In the Long Range Plan we have budgeted funds to make flooring upgrades at Alta Brown Elementary as well as the Educational Support Services Center. We have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

### **BACKGROUND:**

Flooring upgrades and needs are listed in the LRP by need, age and traffic. The 2 bids put out are for the highest traffic areas on both sites which are corridors and entrances with an alternate bid listed for all classrooms, offices and other needed areas. When bids are received, we will review and send out a recommendation prior to the meeting.

### **ALTERNATIVES:**

### **RECOMMENDATION:**

Recommendation on bids received and a bid tabulation sheet will be disbursed next Friday, March 6<sup>th</sup>.

### **FISCAL NOTE:**

As stated above, we have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

### **ATTACHMENTS:**

Flooring Bid for Alta Brown Elem.  
Flooring Bid for ESC  
Alta Brown Flooring Map  
ESC Flooring Map



# GARDEN CITY PUBLIC SCHOOLS

February 10, 2026

The Board of Education, Unified School District #457, is requesting bids for **Educational Support Center Flooring**. Bids must be mailed, emailed, or delivered to the office of the Financial Officer **by 2:00 pm Thursday, March 5th, 2026**, and will be publicly opened at that time. Board action will be taken on **Monday, March 9<sup>th</sup>, 2026** at the regular school board meeting. A bid specification sheet is attached and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a one-year time frame from substantial completion date.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – ESC Flooring**".

**Bids are to be sent to:**

Jessica Nothern, Financial Officer  
USD 457  
1205 Fleming  
Garden City, KS 67846

**OR**

jnothern@gckschools.com



# GARDEN CITY PUBLIC SCHOOLS

## BID SPECIFICATIONS

**SPECIFICATIONS:** The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model / brand.

Item Description:	
J&J Adapt Carpet Tile 7602/3274 (Offices) - see attached specification	
J&J Kinetex Provision Carpet Tile 1831/2283 (Hallways)- see attached specification	
J&J Catwalk II 7268/1427 Walk Off Modular (Entryways) - see attached specification	
J&J Step by Step (5mm) V5044/1122- see attached specification	
Johnsonite Traditional Vinyl Coved Wall Base (4") 20 Charcoal	
Removal of existing carpet, flooring, cove base, wood trim, baseboard and glue residue – See common work results for flooring preparation included	
Floor Prep – Per Specifications	
***Work to be performed after May 21st and before August 1 <sup>st</sup> , 2026	
***Project Walk Through on February 23-27 2026 with Brandon Anderson or Brad Stoppkotte, USD 457 Staff, contact Brandon for more details on the walk-through at 940-521-2301 and/or Brad at 308-370-1574	
See attached map for all flooring type and locations	
Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over \$100,000.	

\*\* Please see attached specification sheet for additional details.



## BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

**Pricing** (*Unit Cost Including All Options and Less any Applicable Incentives*)

**Vendor Name:** \_\_\_\_\_

**Base Bid: ESC Hallways & Entryways** \_\_\_\_\_

**Alternate Bid: ESC Offices** \_\_\_\_\_

**Total Base + Alternate** \_\_\_\_\_

**Duration of Project Completion (calendar days):** \_\_\_\_\_

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_

Addenda to Bid (Y/N) \_\_\_\_\_

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.



# GARDEN CITY PUBLIC SCHOOLS

Bidders Signature: \_\_\_\_\_

Addenda # \_\_\_\_\_

Date \_\_\_\_\_

## BID FORM

BIDDER IS AN INDIVIDUAL-

Name of Individual: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

BIDDER IS A PARTNERSHIP-

Name of Partnership: \_\_\_\_\_

Names of Principal Partners: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

The full names of all partners: \_\_\_\_\_

BIDDER IS A CORPORATION-

Full Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone No.: \_\_\_\_\_

Business Fax No.: \_\_\_\_\_

Name & Address of Resident Agent: \_\_\_\_\_



## ATTACHMENT A-USD 457 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
  - a. The term "bid request" means a solicitation of a formal sealed bid.
  - b. The term "bid" means the price offered by the bidder.
  - c. The term "bidder" means the offeror or vendor.
  - d. The term "District" means Unified School District No. 457.
  - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 457.
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: The District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered



# GARDEN CITY PUBLIC SCHOOLS

until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. HOLD HARMLESS: The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

#### NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
26. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
28. For all projects that exceed \$100,000 a performance and payment bond must be included in the bid price.

**Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over \$100,000.**



NO WORK TO BE DONE



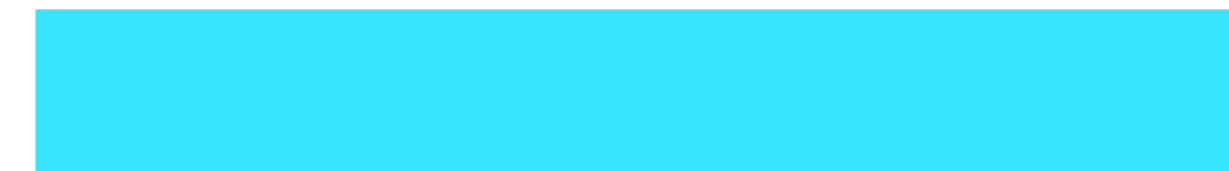
Kinetex Provision 1831/2283



Adapt 7602/3274



Catwalk II 7268/1427



Step by Step (5mm) V5044/1122

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 02/27/2026  
**RE:** Consider and Act on bids received for flooring projects at Alta Brown Elementary and the Educational Support Center as received, reviewed and vetted.

---

### **ISSUE:**

In the Long Range Plan we have budgeted funds to make flooring upgrades at Alta Brown Elementary as well as the Educational Support Services Center. We have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

### **BACKGROUND:**

Flooring upgrades and needs are listed in the LRP by need, age and traffic. The 2 bids put out are for the highest traffic areas on both sites which are corridors and entrances with an alternate bid listed for all classrooms, offices and other needed areas. When bids are received, we will review and send out a recommendation prior to the meeting.

### **RECOMMENDATION:**

Recommendation on bids received and a bid tabulation sheet will be disbursed next Friday, March 6<sup>th</sup>.

After receiving bids and reviewing them, Staff recommendation is to select the Base Bid and Alternate Bid of \$230,408.92 for the project at Alta Brown Elementary which we had budgeted at \$237,000. Staff recommendation is to, at a minimum accept the base bid for the ESC of \$28,041.48 for the entryways and corridors and also consider doing alternate for Offices of \$67,697.63 so that the entire building is complete and updated at the same time. We had \$37,500 budgeted for the base bid. All these bids are the low bids received from Star Lumber out of Wichita, KS.

### **FISCAL NOTE:**

As stated above, we have \$237,000 budgeted for Alta Brown and \$37,500 budgeted for ESC.

**ATTACHMENTS:**

Flooring Bid for Alta Brown Elem.  
Flooring Bid for ESC  
Alta Brown Flooring Map  
ESC Flooring Map  
Bid Summary's

**Bid Tabulations  
Flooring: ESC**

Bid 2026-07

Bid Opening: 3/5/2026

<b>Vendor</b>	<b>Bid: Hallways &amp; Entryways</b>	<b>Alternate Bid: Offices</b>	<b>Total Base + Alternate</b>
Country Carpets	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
J&M Paint & Decorating	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
L&L Flooring	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
Star Commercial Flooring	<b>\$28,041.48</b>	<b>\$67,697.63</b>	<b>\$95,739.11</b>
Stuart & Associates	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>
Vitztum Commercial Flooring	<b>\$31,250.00</b>	<b>\$76,250.00</b>	<b>\$107,500.00</b>

**RECOMMENDATION:** To accept the bid of in the amount of \$95,739.11

Payment to be made from budgeted funds in account: LRF Plan-Flooring 016 E 4700 21 0000 056 05 610

**Bid Tabulation for  
 Educational Support Center Flooring  
 USD #457 Garden City Schools  
 Thursday, March 5th, 2026**



J&M Paint	Country Carpet	Star Lumber	Viztum	L&L Flooring	Stuart & Assoc.
Garden City, KS	Wichita, KS	Wichita, KS	Hays, KS	Garden City, KS	Wichita, KS

Base Bid	No Bid	No Bid	\$28,041.48	\$31,250.00	No Bid	No Bid
Entryways and Corridors						
Alternate Bid			\$67,697.63	\$76,250.00		
A-1 Classrooms						
Total Bid + Alternate			\$95,739.11	\$107,500		
Calendar Days if offered			14 Days	15 Days		
Did they receive Addenda						
Bid Bond (req.)			Yes	Yes		

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 2/12/2026  
**RE:** **Consider and Act on estimates received to refinish the wooden gym floors at the following buildings, Abe Hubert, Alta Brown, Florence Wilson, Kenneth Henderson.**

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### **ISSUE & BACKGROUND:**

Per our long range planning the following floors are due to be sanded, painted, and refinished to prolong the life of the floor(s)

Director of Plant Facilities, Brandon Anderson will be present and stand for questions.

### **ALTERNATIVES:**

### **RECOMMENDATION:**

Staff's recommendation would be to approve and award the estimate from Terry with Koehn Court System to complete the work.

### **FISCAL NOTE:**

Kenneth Henderson was improperly refinished in 2024 and is needing to be sanded back down, and refinished. Florence Wilson and Abe Hubert were scheduled to be done in 2025, with job awarded to contractor, and project was not completed. Alta Brown is on plan for 2026 and we will combine with the 3 other buildings to get back to the long range plan.

### **ATTACHMENTS:**

Estimates from 3 different contractors, quote sheet compiling estimates.





*Koehn Court Systems  
Terry Koehn  
Montezuma, Ks  
1-877-208-0307  
woodfloors101@yahoo.com*

## **FLOOR ESTIMATE**

Date: 1/16/2026  
Name: Garden City USD 457 Abe Hubert Elementary  
Address: 1205 A St, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Refinish

Style: #1 2 1/4" Maple

Notes: Repair all but 2 main volleyball mounts  
Sand and finish floor per MWFA guidelines  
4 layers Hillyard/Purozone H20 sealer/finish to be used  
Total Project time 9-12 days max  
Paint as described to Nathan Novack Art

**Price: \$22,000**

*Koehn Court Systems  
Terry Koehn  
Montezuma, Ks  
1-877-208-0307  
woodfloors101@yahoo.com*

## **FLOOR ESTIMATE**

Date: 1/16/2026  
Name: Garden City USD 457 Abe Hubert Elementary  
Address: 1205 A St, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Annual Screen and Recoat

Style: #1 2 1/4" Maple

Notes: 2 Layers Hillyard Trophy H20 to be used

**Price: \$4150**





*Koehn Court Systems  
Terry Koehn  
Montezuma, Ks  
1-877-208-0307  
woodfloors101@yahoo.com*

## **FLOOR ESTIMATE**

Date: 1/16/2026  
Name: Garden City USD 457 Alta Brown  
Address: 1110 East Pine St, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Full Refinish and Repairs

Style: #1 2 1/4" Maple

Notes:

- 4 Layers of Hillyard Trophy H20 to be used
- 2 to 2 1/2 weeks to complete
- West gym has various repairs/board replacements
- West gym has very high amount of finish, will take much longer to sand than normal
- East Paint: Same
- West Paint: Add 3 point line, remove additional marks

**Price: Combined \$33,900**

*Koehn Court Systems  
Terry Koehn  
Montezuma, Ks  
1-877-208-0307  
woodfloors101@yahoo.com*

## **FLOOR ESTIMATE**

Date: 1/16/2026  
Name: Garden City USD 457 Alta Brown  
Address: 1110 East Pine St, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Annual Screen and Recoats

Style: #1 2 1/4" Maple

Notes: 2 Layers of Hillyard Trophy H20 to be used

<b>Price:</b>	<b><i>West Gym</i></b>	<b><i>\$2600</i></b>
	<b><i>East Gym</i></b>	<b><i>\$3500</i></b>

# Estimate

Customer	Job Location	Date	Quote #
Garden City USD 457 1205 Fleming St Garden City Ks 67846	Florence Wilson Elementary	2/6/2026	25517
Service	Amount	Total	
Florence Wilson Elementary Main Gym Sand gym floor per MFMA specifications Seal with 2 coats MFMA approved Water Base Seal Tape and paint game lines Finish with 2 coats MFMA approved 2 part Water Base Finish	26,290.00	26,290.00	
Sales Tax	0.00%	0.00	
<b>Total</b>			<b>\$26,290.00</b>

*Koehn Court Systems  
Terry Koehn  
Montezuma, Ks  
1-877-208-0307  
woodfloors101@yahoo.com*

## **FLOOR ESTIMATE**

Date: 1/16/2026  
Name: Garden City USD 457 Florence Wilson Elementary  
Address: 1709 Labrador Blvd, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Full Refinish

Style: #1 2 1/4" Maple

Notes: Sand and finish floor per MWFA guidelines  
4 layers Hillyard/Purozone H20 sealer/finish to be used  
Total Project time 9-12 days max  
Paint as described to Nathan Novack Art

**Price: \$18,000**

*Koehn Court Systems  
Terry Koehn  
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1-877-208-0307  
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## **FLOOR ESTIMATE**

Date: 1/16/2026  
Name: Garden City USD 457 Florence Wilson Elementary  
Address: 1709 Labrador Blvd, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Annual Screen and Recoat

Style: #1 2 1/4" Maple

Notes: 2 Layers of Hillyard Trophy H20 to be used

**Price: \$3500**



6205 E Kellogg Dr  
Wichita, KS 67218  
316-688-5555

**ESTIMATE**

Estimator	Date
Tim Bally	1/30/2026
<b>QUOTE IS GOOD FOR 30 DAYS</b>	

**Job Name:** Garden City Schools Gym Floors

**Location:** Various Schools

**Quote Number:**

**Scope of Work:**

Screen, vacuum, tac and apply 1 coat of Water Based 2 component finish at High School Main and Aux gym  
Sand floor per MFMA specifications, apply 2 coats of water based sealer, paint gamelines and graphics to match existing and apply 2 coats of water based 2 component finish.

**Gamelines and extra work:**

**Kenneth Henderson:** Basketball with 1' border, Volleyball, 2 Practice BB 1/4" lines in paint for free throw, Letters and Logo and inserts patched or set flush

**Florence Wilson:** Basketball, Volleyball, 2 Practice Basketball 2" x 3' free throw lines

**Abe Hueberst:** Basketball with 8" border, Volleyball, 2 Practice Basketball 1" lines, Letters and Logo, Patch inserts

**Alta Brown West Gym:** Basketball with restraining line on 1 side, 2 Volleyball, Patch inserts

**Alta Brown East Gym:** Basketball Volleyball with extra extended lines, 18 dots on both baselines

<b>Kenneth Henderson</b>	
Price:	\$29,742.00
<b>Florence Wilson</b>	
Price:	\$21,510.00
<b>Abe Hueberst</b>	
Price:	\$29,042.00
<b>Alta Brown West Gym</b>	
Price:	\$21,434.00
<b>Alta Brown East Gym</b>	
Price:	\$23,389.00
<b>High School Main Gym Recoat</b>	
Price:	\$10,086.00
<b>High School Aux Gym Recoat</b>	
Price:	\$5,435.00
<b>Discount For Package Deal</b>	
Deduct:	\$13,135.00

A 3.5% program fee will be charged on all credit card payments over \$1,000.00

**EXCLUSIONS:**

- Sales Tax
- Trash Dumpster
- Electrical Hook up for sanding equipment (208 3 phase on a dedicated 100 amp breaker)

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_

**Terms and Conditions: Balance due upon completion Net 30 days**

*Koehn Court Systems  
Terry Koehn  
Montezuma, Ks  
1-877-208-0307  
woodfloors101@yahoo.com*

## **FLOOR ESTIMATE**

Date: 1/16/26  
Name: Garden City USD 457 Kenneth Henderson Middle School  
Address: 2406 Fleming St, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Sand and Finish

Style: #1 2 1/4" Maple

Notes: Sand and finish floor per MWFA guidelines  
4 layers Hillyard/Purozone H20 sealer/finish to be used  
Total Project time 9-12 days max  
Paint as described to Nathan Novack Art

**Price: \$20,700**

*Koehn Court Systems  
Terry Koehn  
Montezuma, Ks  
1-877-208-0307  
woodfloors101@yahoo.com*

## **FLOOR ESTIMATE**

Date: 1/16/26  
Name: Garden City USD 457 Kenneth Henderson Middle School  
Address: 2406 Fleming St, Garden City, Ks.  
Phone: Brad Stoppkotte 308-370-1574

---

Job Description: Annual Screen and Recoat

Style: #1 2 1/4" Maple

Notes: 2 layer of Hillyard Trophy H20 to be used

**Price: \$3900**

# Estimate

Customer	Job Location	Date	Quote #
Garden City USD 457 1205 Fleming St Garden City Ks 67846	Kenneth Henderson	2/6/2026	25525
Service	Amount	Total	
Kenneth Henderson Main Gym  Sand gym floor per MFMA specifications Seal with 2 coats MFMA approved Water Base Seal Tape and paint game lines, lettering and graphic art Finish with 2 coats MFMA approved 2 part Water Base Finish	27,452.00	27,452.00	
IF WE ARE SANDING THE OTHER FLOORS WE SAND KENNETH HENDERSON AT NO CHARGE WE HAD FINISH PEELING FROM THE PAINTED AREAS Sales Tax	0.00%	0.00	
	<b>Total</b>	<b>\$27,452.00</b>	

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Josh Guymon, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 02/27/2026  
**RE:** Consider and Act on bids received for Controls for both Jennie barker Elementary and Plymell Elementary.

---

### **ISSUE:**

Recently our new cyber security officer has deemed an old computer that is running our controls for these 2 schools as well as Jennie Wilson is out of date and is a major risk to the district technology system. The Licenses for these systems cannot be transferred to a new system but we will need to replace this computer in the next 6 months and this is the cost to add new upgraded controls and licenses for these 2 campuses.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

### **BACKGROUND:**

Consistent with the controls at the high school, we have been using C&C Group for our controls for these 2 schools and this system will be a more seamless transition and not require any new upgrades other than the updated controls, software and license.

### **ALTERNATIVES:**

If we do not take action, we will lose our ability to remote access both campuses. We could look at other options with other companies but due to the added expense of adding their systems it would escalate costs or we can move forward with the C&C Group proposal.

### **RECOMMENDATION:**

Recommendation of PF Staff is to move forward with the C&C Group Control Update.

### **FISCAL NOTE:**

The cost for the upgrade at Plymell is \$18,300 and the cost for the upgrade at Jennie Barker is \$22,000. These are not in the LRP as it is an emergent need.

### **ATTACHMENTS:**

C&C Group Quote



**Date: January 12, 2026**

**Project: Garden City USD 457 Jennie Barker UNC Upgrade**

### **Included in the Proposal**

C&C Group proposes to upgrade the existing UNC controller at **Jennie Barker School** to a current production Schneider Electric EcoStruxure™ Automation Server (AS-P). The upgraded system will integrate into the existing Schneider Electric EcoStruxure Building Operation (EBO) Enterprise Server, ensuring long-term supportability, improved reliability, and enhanced visibility.

### **Scope of Work**

#### **UNC Controller Replacement**

- Remove and properly dispose of the existing UNC controller
- Terminate existing LON communications into the new AS-P controller.

#### **Programming and Graphics**

- Program the new Automation Server to replicate all existing control sequences and integrate the equipment previously managed by the UNC.
- Develop updated system graphics to allow:
  - Real-time equipment status monitoring
  - Operator setpoint adjustments
  - Alarm visibility

#### **Functional Testing**

- Perform full functional testing of all equipment affected by the upgrade.
- Verify proper communications with the Enterprise Sever.
- Document test results and report deficiencies with recommended corrective actions.

### **Pricing**

Total for the above Scope of Work incorporating standard C&C Group terms and conditions, applicable taxes, and payment of net 30 days after invoice:

**Base Bid: \$22,000.00**

*(Sales Tax Excluded)*

### **Exclusions from Proposal**

This proposal specifically excludes the following:

- Sales tax (to be added as applicable).
- Performance or payment bonds (can be provided upon request for additional cost).
- Repair or replacement of defective parts discovered during testing.
- Overtime or premium labor, unless specifically authorized.
- Electrical work outside of low-voltage controls (power wiring, conduit, breakers, etc.).



- Patching, painting, or other finish work required by removal of existing equipment.
- Network infrastructure work beyond direct controller connections (switches, cabling, VLANs, IT configuration).

Thank you for the opportunity to work with you. If you have any questions regarding the above scope of work, please feel free to contact me at any time.

Thank you,

Allen Wisbey  
Account Executive  
[awisbey@c-cgroup.com](mailto:awisbey@c-cgroup.com)  
(316) 207-4255

\*Quotation pricing is valid for a period of 60 days. Contracts are subject to approval of our general office and are contingent upon strikes, fire, flood, lightning strikes, governmental legislation or regulation, any other acts of God, and any delays beyond our control. C&C Group terms and conditions apply. Project will have progress billing as work has been executed and installed.



**Date: January 12, 2026**

**Project: Garden City USD 457 Plymell UNC Upgrade**

### **Included in the Proposal**

C&C Group proposes to upgrade the existing UNC controller at **Plymell School** to a current production Schneider Electric EcoStruxure™ Automation Server (AS-P). The upgraded system will integrate into the existing Schneider Electric EcoStruxure Building Operation (EBO) Enterprise Server, ensuring long-term supportability, improved reliability, and enhanced visibility.

### **Scope of Work**

#### **UNC Controller Replacement**

- Remove and properly dispose of the existing UNC controller
- Terminate existing LON communications into the new AS-P controller.

#### **Programming and Graphics**

- Program the new Automation Server to replicate all existing control sequences and integrate the equipment previously managed by the UNC.
- Develop updated system graphics to allow:
  - Real-time equipment status monitoring
  - Operator setpoint adjustments
  - Alarm visibility

#### **Functional Testing**

- Perform full functional testing of all equipment affected by the upgrade.
- Verify proper communications with the Enterprise Sever.
- Document test results and report deficiencies with recommended corrective actions.

### **Pricing**

Total for the above Scope of Work incorporating standard C&C Group terms and conditions, applicable taxes, and payment of net 30 days after invoice:

**Base Bid: \$18,300.00**

*(Sales Tax Excluded)*

### **Exclusions from Proposal**

This proposal specifically excludes the following:

- Sales tax (to be added as applicable).
- Performance or payment bonds (can be provided upon request for additional cost).
- Repair or replacement of defective parts discovered during testing.
- Overtime or premium labor, unless specifically authorized.
- Electrical work outside of low-voltage controls (power wiring, conduit, breakers, etc.).



- Patching, painting, or other finish work required by removal of existing equipment.
- Network infrastructure work beyond direct controller connections (switches, cabling, VLANs, IT configuration).

Thank you for the opportunity to work with you. If you have any questions regarding the above scope of work, please feel free to contact me at any time.

Thank you,

Allen Wisbey  
Account Executive  
[awisbey@c-cgroup.com](mailto:awisbey@c-cgroup.com)  
(316) 207-4255

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**MEMORANDUM**

TO: Board of Education  
THRU: Randy Ralston, BOE President  
FROM: Drew Thon, Deputy Superintendent  
DATE: Wednesday, March 4, 2026  
RE: 2026-27 Academic Calendar Adjustment

**ISSUE:**

The Calendar Committee has recommended moving the March 29, New Teacher In-service Day to the beginning of the school year. The new date would be August 3.

**BACKGROUND:**

After reviewing feedback from our new teacher surveys, a clear theme emerged for our administrative team. New teachers are asking for more time at the beginning of the school year to support their transition into the district and the classroom.

For the past several years, the district has scheduled three new teacher in-service days prior to the start of school, along with one additional day in January and one day late in March to meet the required new teacher in-service time. Over the past two years, survey responses from new teachers have consistently indicated that additional time at the start of the school year would better support their preparation, training, and confidence as they begin the year with students.

Prior to the three day in service model, the district scheduled all five new teacher in service days at the beginning of the school year, which proved to be too much time before teachers had the opportunity to apply the training in their classrooms. Our hope is that four days at the start of the year will strike a better balance.

To address this feedback, we are proposing an adjustment to the schedule that shifts additional support to the beginning of the school year. As part of this change, all teachers, not just veteran teachers, would be off on March 29, allowing the district to redistribute professional learning time to better support new staff at the start of the year.

**ALTERNATIVES:**

- Option 1: Move the March New Teacher In-service Day to the beginning of the school year.
- Option 2: Keep the 2026 to 2027 school calendar as previously approved.
- Option 3: Recommend a different adjustment to the school calendar.

**RECOMMENDATION:**

Administration recommends moving the January New-Teacher In-Service to the start of the school year.

**FISCAL NOTE:**

- None

**ATTACHMENTS:**

- Proposed Calendar

Sincerely,



Drew Thon  
Deputy Superintendent  
USD 457 Human Resources

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	<del>12</del>	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

4-6 New Teacher Inservice (NS)  
 7,10 Teacher Inservice (NS)  
 11 Teacher Workday (NS)  
 12 School AM (Grades K-4,5,7,9-10 & new students)  
 Teacher Workday PM

7 Labor Day (NS)  
 28 Teacher Inservice (NS)

9 End of Grading Period  
 12 Teacher Inservice AM (NS)  
 Teacher Workday PM  
 22-23 Parent/Teacher Conference (NS)

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

23-27 Fall Vacation (NS)

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

17 End of Grading Period  
 18 Teacher Inservice (NS)  
 21-31 Winter Vacation (NS)

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Winter Vacation (NS)  
 4 Teacher Workday (NS)  
 5 Teacher Inservice (NS)  
 6 School Resumes  
 29 New Teacher Inservice (NS)

February 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

15 Teacher Inservice AM (NS)  
 Teacher Workday PM  
 25-26 Parent/Teacher Conference (NS)

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

10 End of Grading Period  
 15-19 Spring Break (NS)  
 26 Spring Vacation (NS)  
 29 New Teacher Inservice (NS)






April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

16 Teacher Inservice (NS)

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 Last Day of School  
 21 Teacher Workday AM (NS)

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

-  = New Teacher Orientation (NS)
-  = Holiday/Vacation (NS)
-  = District Work/Inservice (NS)
-  = Parent/Teacher Conference (NS)
-  = Half Day of School
- NS** = No School

**Inservices (7)** = 8/7, 8/10, 9/28, 10/12\*, 12/18, 1/5, 2/15\*, 4/16

**Workdays (4)** = 8/11, 8/12\*, 10/12\*, 1/4, 2/15\*, 5/21\*

**Snow Days (Aug 13-14, 17-19)**  
**Graduation Weekend (May 15-16)**  
 149

\* = 1/2 Day

1159 Hour Calendar (6 hours, 40 minutes)	
1 <sup>st</sup> Grading Period	40.5
2 <sup>nd</sup> Grading Period	43.0
<b>83.5</b>	
3 <sup>rd</sup> Grading Period	44.0
4 <sup>th</sup> Grading Period	43.0
<b>87.0</b>	
<b>170.5</b>	
<b>Teacher Contract Days 181.5</b>	

July 2026						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 3-6 New Teacher Inservice (NS)
- 7 Teacher Inservice (NS)
- 10 Teacher Workday (NS)
- 11 Teacher Inservice (NS)
- 12 School AM (Grades K-4,5,7,9-10 & new students)  
Teacher Workday PM

- 7 Labor Day (NS)
- 28 Teacher Inservice (NS)

- 9 End of Grading Period
- 12 Teacher Inservice AM (NS)  
Teacher Workday PM
- 22-23 Parent/Teacher Conference (NS)

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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29	30					

December 2026						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

- 23-27 Fall Vacation (NS)

- 17 End of Grading Period
- 18 Teacher Inservice (NS)
- 21-31 Winter Vacation (NS)

- 1 Winter Vacation (NS)
- 4 Teacher Workday (NS)
- 5 Teacher Inservice (NS)
- 6 School Resumes
- 29 New Teacher Inservice (NS)

- 15 Teacher Inservice AM (NS)  
Teacher Workday PM
- 25-26 Parent/Teacher Conference (NS)

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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May 2027						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 10 End of Grading Period
- 15-19 Spring Break (NS)
- 26-29 Spring Vacation (NS)

- 16 Teacher Inservice (NS)

- 20 Last Day of School
- 21 Teacher Workday AM (NS)

<ul style="list-style-type: none"> <li> = New Teacher Orientation (NS)</li> <li> = Holiday/Vacation (NS)</li> <li> = District Work/Inservice (NS)</li> <li> = Parent/Teacher Conference (NS)</li> <li>— = Half Day of School</li> <li><b>NS</b> = No School</li> </ul>	<p><b>Inservices (7)</b> = 8/7, 8/11, 9/28, 10/12*, 12/18, 1/5, 2/15*, 4/16</p> <p><b>Workdays (4)</b> = 8/10, 8/12*, 10/12*, 1/4, 2/15*, 5/21*</p> <p><b>Snow Days (Aug 13-14, 17-19)</b> <b>Graduation Weekend (May 15-16)</b></p> <p>* = 1/2 Day</p>	<p><b>1159 Hour Calendar</b> (6 hours, 40 minutes)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>1<sup>st</sup> Grading Period</td> <td style="text-align: right;">40.5</td> <td rowspan="2" style="font-size: 2em; vertical-align: middle;">}</td> <td rowspan="2" style="vertical-align: middle;"><b>83.5</b></td> </tr> <tr> <td>2<sup>nd</sup> Grading Period</td> <td style="text-align: right;">43.0</td> </tr> <tr> <td>3<sup>rd</sup> Grading Period</td> <td style="text-align: right;">44.0</td> <td rowspan="2" style="font-size: 2em; vertical-align: middle;">}</td> <td rowspan="2" style="vertical-align: middle;"><b>87.0</b></td> </tr> <tr> <td>4<sup>th</sup> Grading Period</td> <td style="text-align: right;">43.0</td> </tr> <tr> <td colspan="3" style="border-top: 1px solid black;"></td> <td style="text-align: right; border-top: 1px solid black;"><b>170.5</b></td> </tr> <tr> <td colspan="3" style="border-top: 1px solid black;"></td> <td style="text-align: right; border-top: 1px solid black;"><b>Teacher Contract Days 181.5</b></td> </tr> </table>	1 <sup>st</sup> Grading Period	40.5	}	<b>83.5</b>	2 <sup>nd</sup> Grading Period	43.0	3 <sup>rd</sup> Grading Period	44.0	}	<b>87.0</b>	4 <sup>th</sup> Grading Period	43.0				<b>170.5</b>				<b>Teacher Contract Days 181.5</b>
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3 <sup>rd</sup> Grading Period	44.0	}	<b>87.0</b>																			
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