



COUNTY COMMISSION REGULAR SESSION AGENDA

Gerry Schultz, Chair | Larry C. Jones | Dave Jones | Duane Drees | Lon E. Pishny

Finney County, dedicated to its citizens, serving its taxpayers

FINNEY COUNTY ADMINISTRATIVE CENTER April 1, 2024 | 8:30 AM

CALL TO ORDER

CHAIRMAN GERRY SCHULTZ

8:30 AM

Pledge of Allegiance to the Flag and Invocation

Chair Comments

Consent Agenda

Approval of Minutes

Approval of Accounts Payable

Approval of Tax Roll Changes

Public Comment

Business Items

FC2023-46 Parcel Plat - Charie
Subdivision

Daunte Thompson, Planner

FC2023-51 Parcel Plat - Charie Subdivision

UPDATED: HMN Architect Agreement Robert Reece, County Administrator

Consideration of the architect agreement for the LEC remodel/potential new detention facility

KDOT Agreement

Robert Reece, County Administrator

Consideration of the 50/400 Detour reimbursement agreement.

2024 Bituminous Surfacing Contract

Kenneth Jones, Public Works Operations
Manager

Consideration of the Chairman to authorize the 2024 Bituminous Surfacing contract

Ambulance Remount

Skylar Swords, EMS Director

Request to purchase new remounted ambulance from Osage Ambulance

Proclamation | National Public Health Week 2024 Shruti Chhabra, Finney County Health
Department

Consideration for Proclamation of National Public Health Week by Board of County

Commissioners/Local Board of Health

Proclamation | National County
Government Month 2024

Jenny Newberry Hamill, Assistant County
Administrator/Finance Director

Consideration to proclaim April 2024 as National County Government Month in Finney
County

Finney County Governance Model

Lon, Pishny, Commissioner

Consider adoption of the 2024 Finney County Governance Model

Recertification of Results

Dori J. Munyan, County Clerk & Election
Officer

Recertification of the 2024 Presidential Preference Primary results

Board Governance

Upcoming Meetings & Events

Staff Reports

Development Update

County Administrator Report

County Counselor Report

County Commissioner Reports

Commissioner Reports

Adjournment

Next Commission Meetings - April 15 and May 6

MEMORANDUM

TO: County Commission
THRU: Dori J. Munyan, County Clerk
FROM: Dori J. Munyan
DATE: April 1, 2024
RE: Approval of Minutes

DISCUSSION:

Approval of Minutes

- 03/18/2024 Regular Session
- 03/18/2024 Work Session
- 03/25/2024 Special Session

ALTERNATIVES:

1. Approve the minutes as provided
2. Approve the minutes with corrections/edits as discussed

RECOMMENDATION:

Staff recommends the approval of the 03/18/2024 Regular and Work Sessions Minutes and the 03/25/2024 Special Session Minutes.

MEMORANDUM

TO: County Commission
THRU: Dori J. Munyan, County Clerk
FROM: Gaby Campos, Deputy County Clerk
DATE: April 1, 2024
RE: Approval of Accounts Payable

DISCUSSION:

Approval of Accounts Payable to include Payroll of 03/15/2024 in the amount of \$162,361.16, Invoices of 04/01/2024 in the amount of \$835,625.19, out of cycle Invoices in the amount of \$145,915.86 for a total of Accounts Payable of \$1,143,902.21.

BACKGROUND:

RECOMMENDATION:

Approve Accounts Payable as presented.

ATTACHMENTS:

Description
Accounts Payable

AP Check Register (APLT43)**Finney County**

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 475661538				
		33589	3/14/2024	941	BLUE CROSS BLUE SHIELD OF KS	\$143,119.71
Bank Account Totals:						\$143,119.71
Total Of Checks:						\$143,119.71

AP Check Register (APLT43)**Finney County**

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 475661538				
		33590	3/14/2024	941	BLUE CROSS BLUE SHIELD OF KS	\$2,796.15
Bank Account Totals:						\$2,796.15
Total Of Checks:						\$2,796.15

AP Check Register (APLT43)**Finney County**

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account:	475661538		
	33591	3/15/2024	1200	BERMAN & RABIN P.A.	\$478.60
	33592	3/15/2024	1484	FINNEY COUNTY UNITED WAY	\$25.00
	33593	3/15/2024	6414	MIKE & KYRA RUSSELL	\$415.95
Bank Account Totals:					\$919.55
Total Of Checks:					\$919.55

AP Wire Register (APLT44)**Finney County**

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No:	1	Account:	475661538	
-22742	3/15/2024	2518	PRE PAID LEGAL SERVICES	\$96.65
-22741	3/15/2024	2305	NATIONWIDE RETIREMENT SOLUTIONS	\$6,827.29
-22740	3/15/2024	2058	KPERS	\$111,579.15
-22739	3/15/2024	831	GREAT WEST FINANCIAL	\$4,843.93
-22738	3/15/2024	1482	FINNEY COUNTY TREASURER	\$38,094.59
Bank Account Totals:				\$161,441.61
Total Of Wires:				\$161,441.61

AP Check Register (APLT43)**Finney County**

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 475661538				
		33594	4/1/2024	782	A-1 SIGN PRO /	\$220.00
		33595	4/1/2024	7010	BARRERAS, ANDREA	\$160.80
		33596	4/1/2024	934	BIG BROTHERS/BIG SISTERS FI/KE COUNTIES	\$3,100.00
		33597	4/1/2024	6989	BIMBO BAKERIES USA, INC	\$445.05
		33598	4/1/2024	1728	BRAUN TONI R	\$275.50
		33599	4/1/2024	7001	CENTRAL CONSOLIDATED, INC	\$626.47
		33600	4/1/2024	6773	CENTURA ST CATHERINE HOSPITAL	\$3,027.31
		33601	4/1/2024	1026	CENTURY BUSINESS TECHNOLOGIES	\$299.94
		33602	4/1/2024	1036	CHEMSEARCH FE	\$180.00
		33603	4/1/2024	6686	CHERRYROAD MEDIA	\$140.00
		33604	4/1/2024	1051	CITY OF GARDEN CITY	\$45.00
		33605	4/1/2024	6471	COLORADO IMAGING ASSOCIATES P.C.	\$281.75
		33606	4/1/2024	1112	COMPUTER INFORMATION CONCEPTS	\$750.00
		33607	4/1/2024	6301	COUNTY COUNSELORS ASSOC OF KS	\$250.00
		33608	4/1/2024	6904	CRUZZ ELECTRIC LLC	\$462.50
		33609	4/1/2024	7058	DLT SOLUTIONS, LLC	\$1,272.08
		33610	4/1/2024	1380	ECOLAB	\$253.10
		33611	4/1/2024	1409	ERGOMETRICS	\$25.00
		33612	4/1/2024	1429	FAMILY HEALTH AMERICA LC	\$492.00
		33613	4/1/2024	1463	FINNEY COUNTY DEPARTMENT OF CORRECTI	\$596.00
		33614	4/1/2024	1505	FOLEY INDUSTRIES, INC	\$400,000.00
		33615	4/1/2024	7065	FULTON, MELISSA	\$44.84
		33616	4/1/2024	1538	GALLS LLC	\$281.11

AP Check Register (APLT43)**Finney County**

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33617	4/1/2024	1547	GARDEN CITY AREA CHAMBER OF COMMERC	\$700.00
33618	4/1/2024	6879	GARDEN CITY MINISTERIAL ALLIANCE	\$500.00
33619	4/1/2024	1743	HUBER & ASSOCIATES INC	\$200.00
33620	4/1/2024	1810	J R AUDIO INC	\$1,300.00
33621	4/1/2024	6044	JOES WINDSHIELDS	\$619.00
33622	4/1/2024	1042	KANSAS CHILD FIRST, INC	\$50.00
33623	4/1/2024	1888	KANSAS CO ADMINISTRATOR ASSOCIATION	\$100.00
33624	4/1/2024	1891	KANSAS COUNTY COMMISSIONER ASSOCIATI	\$785.40
33625	4/1/2024	1938	KANSAS DRUG TESTING INC	\$805.00
33626	4/1/2024	6134	KIRKHAM, MICHAEL & ASSOCIATES, INC	\$8,932.50
33627	4/1/2024	2137	LEWIS, HOOPER & DICK LLC CPA	\$1,758.00
33628	4/1/2024	6521	MCCONNELL & ASSOCIATES	\$966.02
33629	4/1/2024	2203	MCCULLY, WILLIAM	\$3,464.00
33630	4/1/2024	6087	MELIN, BRUCE D	\$6,000.00
33631	4/1/2024	2231	MID AMERICA CARPET CLEANING INC	\$830.00
33632	4/1/2024	6705	MONTGOMERY STRYDER	\$255.27
33633	4/1/2024	2276	MOTOROLA SOLUTIONS, INC.	\$3,551.97
33634	4/1/2024	6590	MOUNTAIN STATES PATHOLOGY,PC	\$210.42
33635	4/1/2024	2325	NATIONAL SIGN COMPANY, INC.	\$1,355.24
33636	4/1/2024	2329	NAVARRO, MENESIS	\$71.02
33637	4/1/2024	2349	NEUTRON INDUSTRIES	\$576.00
33638	4/1/2024	3309	OASIS CAR WASH LLC	\$64.00
33639	4/1/2024	6671	OCCUPATIONAL HEALTH SERVICES, LLC	\$650.00
33640	4/1/2024	2401	OPTIV SECURITY INC	\$821.85

AP Check Register (APLT43)**Finney County**

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33641	4/1/2024	2457	PEI - PERSONNEL EVALUATION, INC	\$25.00
33642	4/1/2024	2503	POSTALOCITY.COM CORP	\$548.24
33643	4/1/2024	2512	PRAIRIE FIRE COFFEE	\$133.80
33644	4/1/2024	3399	R & S NORTHEAST LLC	\$786.06
33645	4/1/2024	2576	REAL MEN REAL LEADERS	\$600.00
33646	4/1/2024	2583	REDWOOD TOXICOLOGY LABORATORY INC	\$50.00
33647	4/1/2024	6808	REVERE HEALTHCARE SOLUTIONS INC	\$7,000.00
33648	4/1/2024	2557	RJ'S PLUMBING & GENERAL CONTRACTING IN	\$553.00
33649	4/1/2024	7062	RODRIGUEZ, SALVADOR	\$29.31
33650	4/1/2024	2642	SALINA BLUEPRINT & MICROGRAPHIC SYS	\$601.74
33651	4/1/2024	2691	SEEDS OF HOPE JAIL MINISTRY	\$600.00
33652	4/1/2024	2695	SERVICE JANITORIAL SUPPLY	\$89.20
33653	4/1/2024	6033	SERVICE MASTER RAPID RESPONSE	\$14,405.67
33654	4/1/2024	2764	SOUTHWEST KANSAS ROYALTY OWNERS AS	\$75.00
33655	4/1/2024	2784	SPIRIT OF THE PLAINS CASA	\$600.00
33656	4/1/2024	7063	SQUIRE, ALAINA	\$41.93
33657	4/1/2024	7064	ST. CATHERINE HOSPITAL	\$500.00
33658	4/1/2024	6123	THE HOME DEPOT PRO	\$1,471.70
33659	4/1/2024	6327	TURNING POINT CHURCH OF THE NAZARENE	\$550.00
33660	4/1/2024	6604	UKG KRONOS SYSTEMS LLC	\$9,899.99
33661	4/1/2024	2947	UNDERGROUND VAULTS & STORAGE INC	\$45.00
33662	4/1/2024	2969	UNIVERSE TECHNICAL TRANSLATION	\$1,086.60
33663	4/1/2024	2989	USACS OF COLORADO INC	\$90.35
33664	4/1/2024	7066	USACS OF COLORADO, INC.	\$1,000.00

AP Check Register (APLT43)**Finney County**

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33665	4/1/2024	3056	WEBER REFRIGERATION & HEATING	\$1,080.50
33666	4/1/2024	7043	Z BOTTLING CORPORATION	\$1,095.36
33667	4/1/2024	6843	ZARPATE, JENNIFER	\$20.00
Bank Account Totals:				\$490,772.59
Total Of Checks:				\$490,772.59

AP Wire Register (APLT44)**Finney County**

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	Account:	475661538		
-22752	4/1/2024	3097	WHEATLAND ELECTRIC COOP	\$1,770.00
-22751	4/1/2024	3014	VICTORY ELECTRIC	\$25.00
-22750	4/1/2024	6542	FUTURE ENERGY SOLUTIONS RECEIVABLES	\$2,526.02
-22748	4/1/2024	1107	COMMERCE BANK	\$97,191.84
-22747	4/1/2024	1107	COMMERCE BANK	\$5,944.72
-22745	4/1/2024	1049	CITY OF GARDEN CITY	\$48,384.73
-22744	4/1/2024	941	BLUE CROSS BLUE SHIELD OF KS	\$186,433.61
-22743	4/1/2024	937	BLACK HILLS ENERGY	\$2,576.68
Bank Account Totals:				\$344,852.60
Total Of Wires:				\$344,852.60

MEMORANDUM

TO: County Commission
THRU:
FROM: County Clerk
DATE: April 1, 2024
RE: Approval of Tax Roll Changes

DISCUSSION:

The Board is asked to consider certain tax roll changes and order said changes pursuant to K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702.

ALTERNATIVES:

1. Approve tax roll changes as presented and authorize the Chair to sign the presented change orders
2. Decline to approve tax roll changes

RECOMMENDATION:

Following review, staff recommends alternative 1; Approve the tax roll changes as presented and authorize the Chair to sign the presented change orders.

ATTACHMENTS:

Description

Approval of Tax Roll Changes

Tax Year:
2020

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
gcampos 3/25/2024 2:37:49PM

TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000155
County Control # 2024000155
CAMA # 0-0-0-0-0-0-0-0
TU 60 S 363
Quick Ref.

Tax Year 2020

Lease # 0015130
GARDEN CITY #14-18

Interest 0.87500000

Interest Type WK

Check Payable to: WHITCO PETROLEUM

APPRAISER SECTION (Value)

Mar 18 2024 2:26PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>6,591</u>	<u>0</u>	<u>6,591</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,592</u>	<u>0</u>	<u>2,592</u>

Net Change
-3,999

Comment: 2023-6650-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy	<u>129.79009</u>	Gen Tax	<u>855.46</u>
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Levy	<u>129.79009</u>	Gen Tax	<u>336.42</u>
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Net Change
-519.04

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-3,999</u>
Applicable Mill Levy	<u>129.79009</u>
Net Change in Total Tax Dollars	<u>-519.04</u>
Refund Amount	<u>519.04</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37473

Comments 2023-6650-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2021

TAX ROLL CORRECTION - OIL
AAELT012

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TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000156
County Control # 2024000156
CAMA # 0-0-0-0-0-0-0-0
TU 60 S 363
Quick Ref.

Tax Year 2021

Lease # 0015130
GARDEN CITY #14-18

Interest 0.87500000

Check Payable to: WHITCO PETROLEUM

Interest Type WK

APPRAISER SECTION (Value)

Mar 18 2024 2:32PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>27,026</u>	<u>0</u>	<u>27,026</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,592</u>	<u>0</u>	<u>2,592</u>

Net Change
-24,434

Comment: 2023-6650-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy	<u>131.84000</u>	Gen Tax	<u>3,563.12</u>
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Levy	<u>131.84000</u>	Gen Tax	<u>341.74</u>
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Net Change
-3221.38

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-24,434</u>
Applicable Mill Levy	<u>131.84000</u>
Net Change in Total Tax Dollars	<u>-3221.38</u>
Refund Amount	<u>3,221.38</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37495

Comments 2023-6650-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2022

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
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TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000157
County Control # 2024000157
CAMA # 0-0-0-0-0-0-0-0
TU 60 S 363
Quick Ref.

Tax Year 2022

Lease # 0015130
GARDEN CITY #14-18

Interest 0.87500000

Interest Type WK

Check Payable to: WHITCO PETROLEUM

APPRAISER SECTION (Value)

Mar 18 2024 2:34PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	0.00	
Value	Penalty	Total
5,220	0	5,220

	Penalty %	
	0.00	
Value	Penalty	Total
2,592	0	2,592

Net Change
-2,628

Comment: 2023-6650-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy 130.00700 Gen Tax 678.64

Levy 130.00700 Gen Tax 336.98

Net Change
-341.66

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-2,628</u>
Applicable Mill Levy	<u>130.00700</u>
Net Change in Total Tax Dollars	<u>-341.66</u>
Refund Amount	<u>341.66</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37535

Comments 2023-6650-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2023

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
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TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000158
County Control # 2024000158
CAMA # 0-0-0-0-0-0-0-0
TU 60 S 363
Quick Ref.

Tax Year 2023

Lease # 0015130
GARDEN CITY #14-18

Interest 0.87500000

Interest Type WK

Check Payable to: WHITCO PETROLEUM

APPRAISER SECTION (Value)

Mar 18 2024 2:37PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>53,040</u>	<u>0</u>	<u>53,040</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,592</u>	<u>0</u>	<u>2,592</u>

Net Change
-50,448

Comment: 2023-6650-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy	<u>128.43900</u>	Gen Tax	<u>6,812.40</u>
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Levy	<u>128.43900</u>	Gen Tax	<u>332.92</u>
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Net Change
-6479.48

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-50.448</u>
Applicable Mill Levy	<u>128.43900</u>
Net Change in Total Tax Dollars	<u>-6479.48</u>
Refund Amount	<u>3,073.28</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37600

Comments 2023-6650-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2020

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
gcampos 3/25/2024 2:37:49PM

TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000159
County Control # 2024000159
CAMA # 0-0-0-0-0-0-0-0
TU 65 S 363 JWD
Quick Ref.

Tax Year 2020

Lease # 0030370
LINVILLE 1-9

Check Payable to: WHITCO PETROLEUM

Interest 0.75000000

Interest Type WK

APPRAISER SECTION (Value)

Mar 18 2024 2:53PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>3,251</u>	<u>0</u>	<u>3,251</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,592</u>	<u>0</u>	<u>2,592</u>

Net Change
-659

Comment: 2023-6651-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy 129.79009 Gen Tax 421.96

Levy 129.79009 Gen Tax 336.42

Net Change
-85.54

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-659</u>
Applicable Mill Levy	<u>129.79009</u>
Net Change in Total Tax Dollars	<u>-85.54</u>
Refund Amount	<u>85.54</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37717

Comments 2023-6651-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2021

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
gcampos 3/25/2024 2:37:49PM

TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000160
County Control # 2024000160
CAMA # 0-0-0-0-0-0-0-0
TU 65 S 363 JWD
Quick Ref.

Tax Year 2021

Lease # 0030370
LINVILLE 1-9

Check Payable to: WHITCO PETROLEUM

Interest 0.75000000

Interest Type WK

APPRAISER SECTION (Value)

Mar 18 2024 3:01PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>4,388</u>	<u>0</u>	<u>4,388</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,592</u>	<u>0</u>	<u>2,592</u>

Net Change
-1,796

Comment: 2023-6651-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy 131.84000 Gen Tax 578.52

Levy 131.84000 Gen Tax 341.74

Net Change
-236.78

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-1,796</u>
Applicable Mill Levy	<u>131.84000</u>
Net Change in Total Tax Dollars	<u>-236.78</u>
Refund Amount	<u>236.78</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37746

Comments 2023-6651-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2022

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
gcampos 3/25/2024 2:37:49PM

TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000161
County Control # 2024000161
CAMA # 0-0-0-0-0-0-0-0
TU 65 S 363 JWD
Quick Ref.

Tax Year 2022

Lease # 0030370
LINVILLE 1-9

Check Payable to: WHITCO PETROLEUM

Interest 0.75000000

Interest Type WK

APPRAISER SECTION (Value)

Mar 18 2024 3:04PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>35,941</u>	<u>0</u>	<u>35,941</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,592</u>	<u>0</u>	<u>2,592</u>

Net Change
-33,349

Comment: 2023-6651-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy	<u>130.00700</u>	Gen Tax	<u>4,672.58</u>
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Levy	<u>130.00700</u>	Gen Tax	<u>336.98</u>
------	------------------	---------	---------------

Net Change
-4335.60

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-33,349</u>
Applicable Mill Levy	<u>130.00700</u>
Net Change in Total Tax Dollars	<u>-4335.60</u>
Refund Amount	<u>4,335.60</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37786

Comments 2023-6651-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2023

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
gcampos 3/25/2024 2:37:49PM

TaxPayer WHIT00209
WHITCO PETROLEUM
% FIRST STATE BANK
PO BOX J
LEOTI, KS 67861-0317

System Control # 2024000162
County Control # 2024000162
CAMA # 0-0-0-0-0-0-0-0
TU 65 S 363 JWD
Quick Ref.

Tax Year 2023

Lease # 0030370
LINVILLE 1-9

Interest 0.75000000

Interest Type WK

Check Payable to: WHITCO PETROLEUM

APPRAISER SECTION (Value)

Mar 18 2024 3:06PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>45,811</u>	<u>0</u>	<u>45,811</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,592</u>	<u>0</u>	<u>2,592</u>

Net Change
-43,219

Comment: 2023-6651-TX pursuant 79-201 (t) a

CLERK SECTION (Tax)

Mar 25 2024 2:37PM Gabriela Cruz Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy 128.43900 Gen Tax 5,883.92

Levy 128.43900 Gen Tax 332.92

Net Change
-5551.00

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-43,219</u>
Applicable Mill Levy	<u>128.43900</u>
Net Change in Total Tax Dollars	<u>-5551.00</u>
Refund Amount	<u>2,609.04</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 37854

Comments 2023-6651-TX pursuant 79-201 (t) a

Comment:

By order of the Board of County Commissioners of Finney County, Kansas. _____
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702) (Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2023

TAX ROLL CORRECTION - PERSONAL PROPERTY
AAELT013

Printed by / Date Time
gcampos 3/25/2024 2:41:05PM

TaxPayer RUIZ00098

RUIZ BALTAZAR

3046 W JONES AVE
GARDEN CITY, KS 67846-2529

System Control # 2024000151

User Control # 2024000151

Cama # 261-11-0-20-02-003-00-0-00

Tax Unit 93 GC 457 DD1

Property Location 3046 W JONES AVE - KS 67846

Tax Year 2023

Doc # 9835

Quick Ref. 3229

APPRAISER SECTION (Value)

Mar 11 2024 4:35PM Sondra Kendall Approved

Appraised Prior To Correction:

Value	Penalty %
<u>31,275</u>	<u>0.00</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>8,895</u>	<u>0</u>	<u>8,895</u>

Watercraft Only Assessed Prior To Correction:

<u>82</u>	<u>0</u>	<u>82</u>
-----------	----------	-----------

Exempt Value: 0

Comment: 79-1701 (e) TRUCK WAS ASSESSED COMMERCIALY FOR 2023

Appraised After Correction:

Value	Penalty %
<u>9,126</u>	<u>0.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>2,250</u>	<u>0</u>	<u>2,250</u>

Watercraft Only Assessed After To Correction:

<u>82</u>	<u>0</u>	<u>82</u>
-----------	----------	-----------

Exempt Value: 0

Net Change
<u>-22,149</u>

<u>-6,645</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Mar 25 2024 2:41PM Gabriela Cruz Order to P

Tax Prior To Correction:

Levy	<u>125.035000</u>	Gen Tax	<u>1124.20</u>
WC Levy	<u>0.145875</u>	SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>1124.20</u>

Comment:

Tax After Correction:

Levy		Gen Tax	<u>293.34</u>
WC Levy	<u>0.145875</u>	SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>293.34</u>

Net Change

<u>-830.86</u>

<u>0.00</u>

<u>-830.86</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value -6,645

Mill Levy 125.035000

Watercraft Levy 0.145875

Net Change in Levied Tax Dollars -830.86

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars -830.86

Refund Amount 0.00

Type of Correction Abate

Correction Code TG

Tax Statement # 23913

Comments 79-1701 (e) TRUCK WAS ASSESSED COMMERCIALY FOR 2023

Comment:

By order of the Board of County Commissioners of Finney County, Kansas.

(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702)

(Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2023

TAX ROLL CORRECTION - PERSONAL PROPERTY
AAELT013

Printed by / Date Time
gcampos 3/25/2024 2:41:05PM

TaxPayer VAND00048

System Control # 2024000152

Tax Year 2023

VANDERBILT MORTGAGE & FINANCE INC
%TAX DEPARTMENT
PO BOX 9800
MARYVILLE, TN 37802-9800

User Control # 2024000152
Cama # 273-06-0-30-06-001-00-0-01

Doc # 348
Quick Ref.

Tax Unit 1 GARDEN CITY
Property Location 2801 N EIGHTH # 16 - KS 67846

APPRAISER SECTION (Value)

Mar 22 2024 8:19AM Sondra Kendall Approved

Appraised Prior To Correction:

Value	Penalty %
<u>93,745</u>	<u>50.00</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>10,781</u>	<u>5,390</u>	<u>16,171</u>

Watercraft Only Assessed Prior To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
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Exempt Value: 0

Comment: PER SIGNATURE DATE ADJUST PENALTY

Appraised After Correction:

Value	Penalty %
<u>93,745</u>	<u>25.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>10,781</u>	<u>2,695</u>	<u>13,476</u>

Watercraft Only Assessed After To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
----------	----------	----------

Exempt Value: 0

<u>0</u>

<u>-2,695</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Mar 25 2024 2:41PM Gabriela Cruz Order to P

Tax Prior To Correction:

Tax After Correction:

Levy	<u>160.033000</u>	Gen Tax	<u>2587.90</u>
		SB41 \$	<u>96.72</u>
Exempt Tax Dollars			<u>2491.18</u>

Comment:

Levy		Gen Tax	<u>2156.62</u>	Net Change	<u>-431.28</u>
		SB41 \$	<u>96.72</u>		<u>0.00</u>
Exempt Tax Dollars			<u>2059.90</u>		<u>-431.28</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value -2,695

Mill Levy 160.033000

Net Change in Levied Tax Dollars -431.28

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars -431.28

Refund Amount 0.00

Comment:

Type of Correction Abate

Correction Code CL

Tax Statement # 22200

Comments PER SIGNATURE DATE ADJUST PENALTY

By order of the Board of County Commissioners of Finney County, Kansas.
(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702)

(Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2023

TAX ROLL CORRECTION - PERSONAL PROPERTY
AAELT013

Printed by / Date Time
gcampos 3/25/2024 2:41:05PM

TaxPayer HILO00001

HILOWLE ILYAS AHMED

601 E LABRADOR BLVD APT 3
GARDEN CITY, KS 67846-3200

System Control # 2024000153

User Control # 2024000153

Cama # 273-05-0-30-03-014-00-3-

Tax Unit 1 GARDEN CITY

Property Location 601 Labrador BLVD - Garden City, KS 67846

Tax Year 2023

Doc # 19811

Quick Ref.

APPRAISER SECTION (Value)

Mar 19 2024 12:06PM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>0</u>	<u>0.00</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>0</u>	<u>0</u>	<u>0</u>

Watercraft Only Assessed Prior To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
----------	----------	----------

Exempt Value: 0

Comment: 2021 FRHT DS TRAILER VIN-5575 PURCHASED ON 2021

Appraised After Correction:

Value	Penalty %
<u>71,837</u>	<u>0.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>21,551</u>	<u>0</u>	<u>21,551</u>

Watercraft Only Assessed After To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
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Exempt Value: 0

Net Change
<u>71,837</u>

<u>21,551</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Mar 25 2024 2:41PM Gabriela Cruz Order to P

Tax Prior To Correction:

Levy	<u>0.000000</u>	Gen Tax	<u>0.00</u>
		SB41 \$	<u>0.00</u>
Exempt Tax Dollars	<u>0.00</u>		

Comment:

Tax After Correction:

Levy		Gen Tax	<u>3448.88</u>
		SB41 \$	<u>0.00</u>
Exempt Tax Dollars		<u>3448.88</u>	

Net Change

<u>3,448.88</u>

<u>0.00</u>

<u>3,448.88</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value 21,551

Mill Levy 160.033000

Net Change in Levied Tax Dollars 3,448.88

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars 3,448.88

Refund Amount 0.00

Comment:

Type of Correction Escape

Correction Code CL

Tax Statement #

Comments 2021 FRHT DS TRAILER VIN-5575 PURCHASED ON 2021

By order of the Board of County Commissioners of Finney County, Kansas.

(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702)

(Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2023

TAX ROLL CORRECTION - PERSONAL PROPERTY
AAELT013

Printed by / Date Time
gcampos 3/25/2024 2:41:05PM

TaxPayer ALLE00147

ALLEN CODY

1827 E 69TH ST N
PARK CITY, KS 67219

System Control # 2024000154

User Control # 2024000154

Cama # 224-19-0-00-04-002-00-0-01

Tax Unit 85 GC 457 DD2

Property Location 5930 DOLITTLE DR - KS 67846

Tax Year 2023

Doc # 10099

Quick Ref.

APPRAISER SECTION (Value)

Mar 13 2024 3:56PM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>3,296</u>	<u>0.00</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>989</u>	<u>0</u>	<u>989</u>

Watercraft Only Assessed Prior To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
----------	----------	----------

Exempt Value: 0

Comment: 2020 PJ TRL VIN-1162 IT WAS MOVED TO WICHITA KS ON 01/2023

Appraised After Correction:

Value	Penalty %
<u>0</u>	<u>0.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>0</u>	<u>0</u>	<u>0</u>

Watercraft Only Assessed After To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
----------	----------	----------

Exempt Value: 0

Net Change
<u>-3,296</u>

<u>-989</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Mar 25 2024 2:41PM Gabriela Cruz Order to P

Tax Prior To Correction:

Levy	<u>123.838000</u>	Gen Tax	<u>122.48</u>
WC Levy		SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>122.48</u>

Comment:

Tax After Correction:

Levy		Gen Tax	<u>0.00</u>
WC Levy		SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>0.00</u>

Net Change

<u>-122.48</u>

<u>0.00</u>

<u>-122.48</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value -989

Mill Levy 123.838000

Watercraft Levy

Net Change in Levied Tax Dollars -122.48

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars -122.48

Refund Amount 0.00

Type of Correction Abate

Correction Code CL

Tax Statement # 21465

Comments 2020 PJ TRL VIN-1162 IT WAS MOVED TO WICHITA KS ON 01/2023

Comment:

By order of the Board of County Commissioners of Finney County, Kansas.

(Per K.S.A. 79-1475, 79-1701, 79-1701a, and 79-1702)

(Date)

Approved by Commission: _____

Attest by County Clerk: _____

MEMORANDUM

TO: County Commission
THRU:
FROM: John Presisto, Planner II
DATE: April 1, 2024
RE: FC2023-46 Parcel Plat - Charie Subdivision

DISCUSSION:

Consideration of the Parcel Plat, Charie Subdivision, Finney County, Kansas.

BACKGROUND:

ProStake Surveying, is requesting to plat the Charie Subdivision. The property is generally located at 2970 N. Anderson Road, Finney County, Kansas (Figure 1). This property is currently used as a mobile home park. The owner is wanting to split off a portion of the property to sell off to a family member. Lot 1, Block 1 contains +/- 10.10 acres and Lot 2, Block 1 contains +/- 1.15 acres.

The 3rd submittal was presented for plat review on March 20, 2024, and met requirements.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the plat at the February 15, 2024, meeting.

Members Present- 7

Yea vote- 5

Nay vote- 1

Abstain-1

ALTERNATIVES:

1. The Governing Body may approve the parcel plat.
2. The Governing Body may not approve the parcel plat.

RECOMMENDATION:

Staff recommends Alternative 1, approval of the parcel plat.

FISCAL And/Or POLICY IMPACT:

None.

ATTACHMENTS:

Description

Parcel Plat

PC Minute Excerpt

Vicinity Map

Parcel Plat of CHARIE SUBDIVISION
a replat of Lot 1 and Lot 2, Block 1,
Ball's Trailer Park Addition to Finney County,
a portion of the SW1/4 of Section 2, Township 24 South,
Range 33 West of the 6th P.M., Finney County, Kansas

RECEIVED

City of Garden City, KS

Project Number: SPFC23-56

Received by: SR

Date: 14Mar2024

No. of Pages: 2(PLATS)

2nd Submittal

MEETS
REQUIREMENTS

City of Garden City, KS

Project Number: SPFC23-56

Approved by: SR

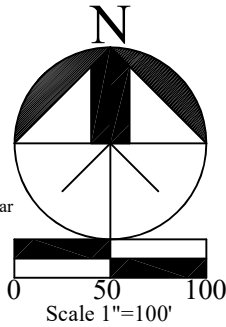
Date: 20Mar2024

No. of Pages: 2(PLATS)

2nd Submittal

Legend

- set 1/2"x24" rebar with plastic cap CLS305
- found plastic capped rebar MLS1114
- found 1/2" rebar, platted of unknown origin

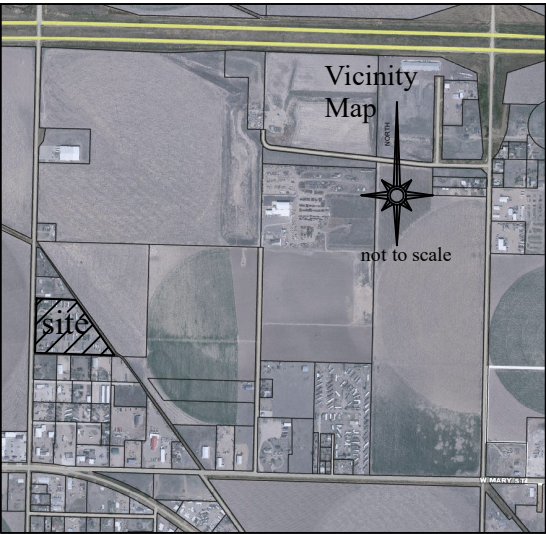


NOTES:

This property is zoned G-C General Commercial District. Please refer to the Finney County Zoning Regulations for definitions and restrictions.

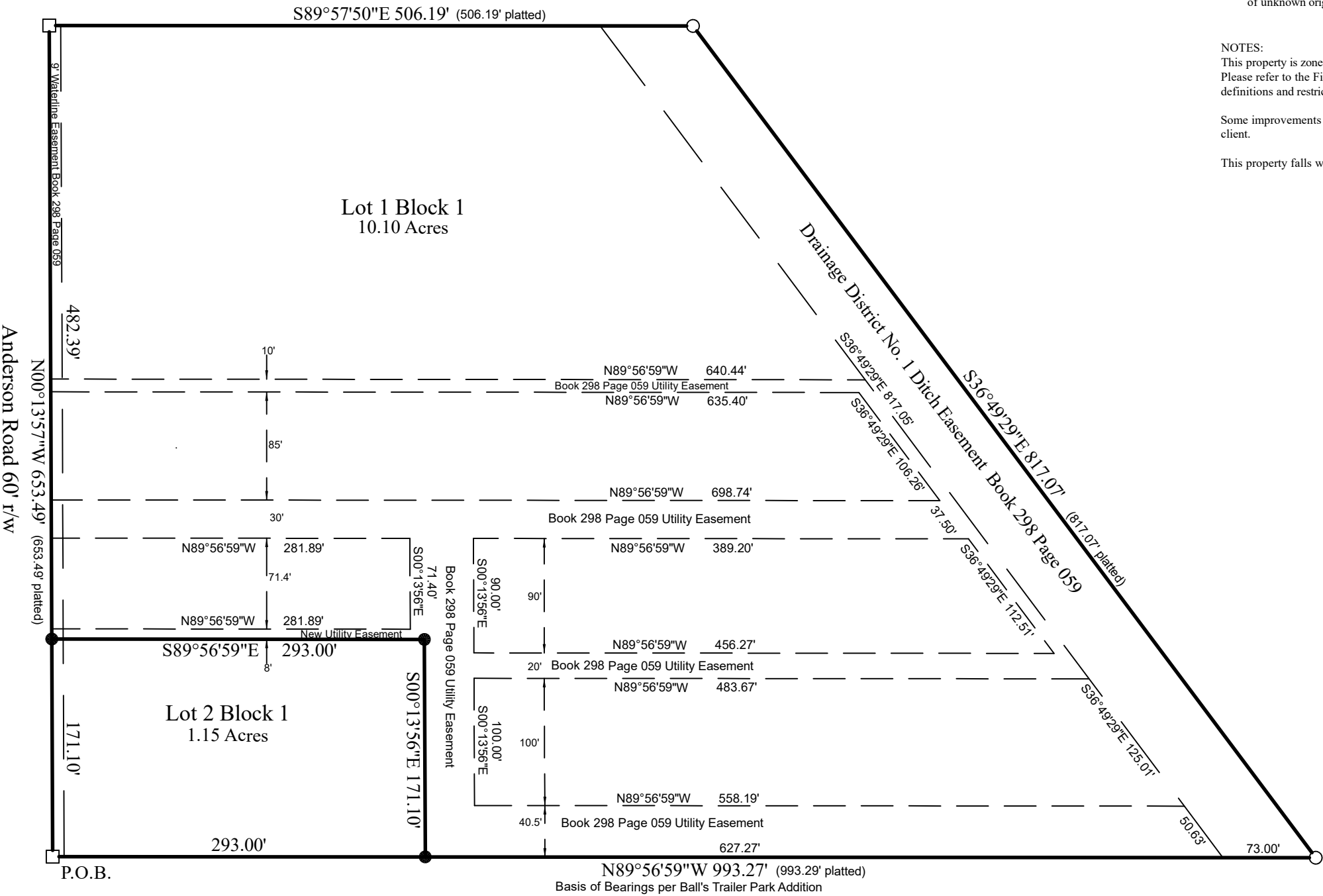
Some improvements are not shown by agreement with the client.

This property falls within designated area Flood Zone A.



Lot 1 Block 1
10.10 Acres

Lot 2 Block 1
1.15 Acres



PARCEL PLAT EXTERIOR LEGAL DESCRIPTION:

All of Lots 1 and 2, Block 1, Ball's Trailer Park Addition to Finney County, being part of the SW1/4 of Section 2, Township 24 South, Range 33 West of the 6th P.M., Finney County, Kansas, more particularly described on 3-12-24 by Ben Rumbaugh, PS1601, as Beginning at the Southwest corner of Lot 2, Block 1, Ball's Trailer Park Addition, THENCE along the easterly line of Anderson Road N00°13'57"W 653.49 feet, THENCE along the north line of Lot 1, Block 1, Ball's Trailer Park Addition S89°57'50"E 506.19 feet, THENCE along the east line of said Lot 1 S36°49'29"E 817.07 feet, THENCE along the south line of said Ball Trailer Park Addition N89°56'59"W 993.27 feet to the Point of Beginning.

This description contains 11.25 acres.
CLOSURE: This exterior description closes by 0.009 over 2969 feet for a ratio of 1:300,000.

ProStake Surveying
PO Box 2324
Garden City, KS 67846
620-385-0547

Date 12-18-2023
Revisions
3-12-2024
Sheet 1 of 2

Parcel Plat of CHARIE SUBDIVISION
a replat of Lot 1 and Lot 2, Block 1,
Ball's Trailer Park Addition to Finney County,
a portion of the SW1/4 of Section 2, Township 24 South,
Range 33 West of the 6th P.M., Finney County, Kansas

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that Darryl Lee and Shirley K Ball Joint Trust is the owner of that land included on the plat shown hereon, and that it is the only entity whose consent is necessary to pass clear title to said land and that it hereby consents to the making and recording of said plat and it hereby dedicates said plat to the public.

IN WITNESS WHEREOF this dedication is executed

this ____ day of _____, 2024.

Darryl Lee Ball Shirley K Ball
Darryl Lee and Shirley K Ball Joint Trust
2970 N Anderson, Garden City
620-272-4838

NOTARY ACKNOWLEDGEMENT

State of _____)
County of _____) ss
This dedication was acknowledged before me, the undersigned notary public, by Darryl Lee Ball and Shirley K Ball, Darryl Lee and Shirley K Ball Joint Trust,

this ____ day of _____, 2024.

Notary Public

HOLCOMB-GARDEN CITY-FINNEY COUNTY
AREA PLANNING COMMISSION

The Parcel Plat described hereon has been reviewed and considered by the Holcomb Garden City Finney County Area Planning Commission at its regular meeting held

this _____ day of _____, 2024, and the same is hereby recommended for approval.

Vicki Germann, Chairperson Date

Trent Maxwell, Secretary Date

FINNEY COUNTY COMMISSION

This plat approved and all dedications shown hereon accepted by the Board of Commissioners of Finney County, Kansas.

Dated this _____ day of _____, 2024.

Gerry Schultz, Chairman

ATTEST: _____
County Clerk, Dori Munyan

SURVEYOR

I, Benjamin A. Rumbaugh, do hereby certify that I am a Professional Land Surveyor in the State of Kansas and that the property described hereon was surveyed under my supervision on 12-18-2023 and all of the monuments shown exist and their positions are correct to the best of my knowledge.

FINNEY COUNTY REVIEW SURVEYOR

I, hereby certify, that this survey plat was reviewed by me and that it is in compliance with K.S.A. 58-2005 and the Kansas Minimum Standards for Boundary Surveys.

ProStake Surveying
PO Box 2324
Garden City, KS 67846
620-385-0547

Date 12-18-2023
Revisions
3-12-2024
Sheet 2 of 2

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

February 15, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, February 15, 2024, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

Chair Germann called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Crist, Member Crockett, Member Glass, Member Randall, and Member Rupp. Also present were Staff Charles, Staff Presisto, and Staff Thompson.

2. APPROVAL OF MINUTES – January 18, 2023

Member Rupp made a motion to approve the minutes from January 18, 2023. *Member Glass* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.
CLOSED PUBLIC COMMENT

4. GENERAL STAFF REPORT AND UPDATE

Staff Charles presented the General Staff Report, copies of which are available through the Neighborhood & Development Services office.

5. SUBMITTAL OF EXHIBITS FOR THE RECORD

- Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.**
- Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
- Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
- All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
- All application files in their entirety including Staff Reports**

6. NEW BUSINESS

FC2024-3: Pro-Stake Surveying has filed an application for consideration of the Charie Subdivision parcel plat, generally located at 2970 N Anderson Road, Finney County, KS, at the request of Darryl Lee Ball.

Staff Presisto- Presented staff report.

Member Crist- How many times can you split an acre off of this?

Staff Charles- This is a non-conforming lot. It is zoned commercial, so it is a little bit different. The county allows a certain number. For ag land to be split off we require that you do a preliminary plat to lay out the whole thing, but I don't believe we have anything for commercial properties.

Member Crist- How does the flood plain play into this?

Staff Charles- This property is not in the flood plain. I don't remember the date but when Darryl Ball did the mobile home park that he put out there, we showed that he was in the flood plain. However, he hired someone to show that his property is not in the floodplain. I think that was in 2007 or 2006.

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE CHARIE SUBDIVISION PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER GLASS SECONDED THE MOTION.

Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Not Present	Yea	Yea	Yea	Nay	Not Present	Abstain	Yea

Motion passed.

7. ADJOURN

MEMBER GLASS MADE A MOTION TO ADJOURN. MEMBER RUPP SECONDED THE MOTION.

Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Crist	Germann	Glass	Michel	Randall	Rupp
Yea	Not Present	Yea	Yea	Yea	Yea	Not Present	Yea	Yea

Motion passed.

The meeting was adjourned at 10:00 A.M.

Trent Maxwell
Aleecya Charles

Secretary
Staff

Vicki Germann
Sean Collins

Chairman
Vice-Chairman



N ANDERSON RD

W OLLER RD



MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: April 1, 2024
RE: UPDATED: HMN Architect Agreement

DISCUSSION:

Attached is the Architect agreement for the LEC remodel/potential new detention facility

ALTERNATIVES:

1. Accept Agreement and Sign
2. Reject Agreement

RECOMMENDATION:

Staff Recommends accepting agreement and signing.

FISCAL And/Or POLICY IMPACT:

\$30,000 to be paid from reserve

ATTACHMENTS:

Description
Architect Agreement



March 11, 2024

Finney County Commission
C/O Robert Reece, County Administrator
311 N Ninth Street
Garden City, KS 67846

RE: Finney County Detention Center Pre-Referendum Proposal

Dear Mr. Reece,

HMN is pleased to submit the following fee proposal to provide services to prepare a Pre-Referendum Package for:

- A new stand-alone Detention Center for Finney County, Kansas. The bed count to be determined by the needs assessment process and discuss the potential relocation of the Finney County Juvenile Detention Center.
- The remodel and redesign of the existing Law Enforcement facility for the use of the County Sheriff's Office functions as well as the City of Garden City Police department.

Scope of Services

Provide designs to be used in a referendum campaign to remodel the existing Sheriff's Office and replace the Jail facility to a selected location. This effort will include the following:

1. A site evaluation for the Detention Center project(s).
2. Detention Center space needs program(s).
3. Remodel concepts for the existing Law Enforcement Center.
4. Preliminary plans and presentation materials for the new Detention Center.
5. Provide an Opinion of Probable Cost.
6. Develop a preliminary project schedule based on a county selected election date.
7. Provide pre-referendum services including: attending public meetings, support the County efforts and provide presentation materials.

HMN will work with Justice Planners of North Myrtle Beach, South Carolina to design within the parameters that are determined from their needs assessment incorporate their information on operations, planning and staffing.

Compensation

HMN Architects proposes to provide the above services on a time and expense basis (hourly) with a not to exceed amount of: Thirty Thousand Dollars and zero cents (\$30,000.00). HMN will use this design work to reduce the schematic design costs if the project proceeds to construction documents.

HMN ARCHITECTS, INC., 7400 W. 110TH ST., SUITE 200 OVERLAND PARK, KANSAS 66210
(913) 451-9075 FAX (913) 451-9080

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3/11/2024 Page 1 of 2

Quality Architecture and Interior Design Since 1990

www.hmnarchitects.com



Progress Payments to the Architect

1. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 45 days upon presentation of the Architect's invoice.
2. The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, unless the Architect agrees.
3. Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Termination or Suspension

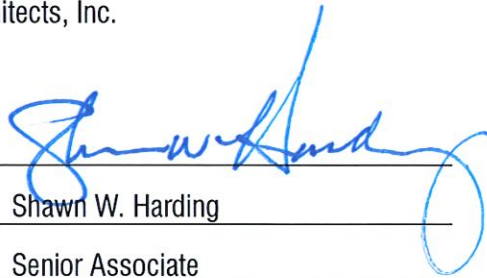
1. Either party may terminate this Agreement at any time for any reason by giving the other party five (5) days written notice of such termination, which notice may be delivered via email, return receipt requested. Immediately upon receipt of notice of termination, HMN shall discontinue services and incur no further time charges or expenses, unless approved by the Commission as part of the termination process.
2. The work product produced by HMN Architects, Inc. in the course of this agreement shall be owned by Finney County. HMN Architects, Inc. will provide to Finney County electronic and paper versions of the work product.

HMN Architects, Inc. appreciates the opportunity to present this proposal to Finney County. If this proposal meets your approval, please sign and return one copy to our files.

Prepared By:
HMN Architects, Inc.

Accepted By:
Finney County, KS

By:


Shawn W. Harding

By:

Title:

Senior Associate

Title:

Date:

March 11, 2024

Date:

HMN ARCHITECTS, INC., 7400 W. 110TH ST., SUITE 200 OVERLAND PARK, KANSAS 66210
(913) 451-9075 FAX (913) 451-9080

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3/11/2024 Page 2 of 2

Quality Architecture and Interior Design Since 1990

www.hmnarchitects.com

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: April 1, 2024
RE: KDOT Agreement

DISCUSSION:

The Attached agreement is provided for the purpose of compensating the County for the use of County roads as a bypass for the 50/400 rail project.

ALTERNATIVES:

1. Accept and sign agreement.
2. Reject agreement

RECOMMENDATION:

1. Accept and sign agreement

ATTACHMENTS:

Description

50/400 detour agreement

PROJECT NO. 28 X-3098-02
OFFICIAL ROUTE DETOUR
FINNEY COUNTY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **Finney County** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary closed all or part of Highway No. 50/400 (“the State Route”) in order for a railroad to make necessary repairs and replacements to crossing (the “Rail Project”).
- B. To assist in the Rail Project, the Secretary detoured traffic from the State Route through the County Road system. The County Road system has experienced increased vehicular traffic on multiple routes due to the Rail Project and/or due to the length of the State Detour.
- C. The Parties acknowledge that in lieu of the State Detour or the State Route, as applicable, State Route Traffic has used multiple routes on the County road system, including but not limited to: Jones Avenue to N. Anderson Road.
- D. The County desires to provide and maintain standard local route conditions on the Official Detour Route(s).

NOW, THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“County”** means Finney County, Kansas, with its place of business located at 311 N. Ninth Street, Garden City, Kansas, 67846.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
- 4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
- 5. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
12. **“Local Route Condition”** means the condition of the route (roads and bridges) needed to maintain local traffic as determined by the Kansas county in which the Project will be completed.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the Federal Highway Administration (FHWA), reasonably determines are not eligible expenses for reimbursement.
14. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
15. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the County, as and when authorized by the Secretary prior to Letting, including asphalt milling and overlays, and is the subject of this Agreement.
16. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
17. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services needed.
18. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
19. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** The Secretary agrees to make a complete and total payment to the County in the amount of five hundred fifteen thousand dollars (\$515,000.00) for the purposes of completing the Project.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Route Maintenance.** Through its own forces or a third party, the County will continue to maintain the Project Limits for the traveling public's safety. Nothing in this Agreement is intended to modify the County's existing and continuing obligations for the County roadways, including responsibilities for traffic control, signage, and/or physical maintenance nor does it make the Secretary responsible for any obligation regarding the Project Limits, or the County roadways after the completion of the Project.
3. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the County shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.
4. **Responsibility for Adequacy of Design.** The County shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the County's and/or its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the County.

5. **Letting and Administration by County.** The County shall Let the contract for the Project and shall award the contract in accordance with applicable law upon concurrence in the award by the Secretary. The County further agrees to administer the construction of the Project in accordance with the Design Plans and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.
6. **Prevailing Wages.** The County will require the Contractor to pay prevailing wages. The County will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The County can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.
7. **Performance Bond.** The County will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.
8. **Required Construction Contract Provisions.** The County will obtain the mandatory Required Contract Provisions from the KDOT's Bureau of Construction and Materials website and incorporate those provisions into the Construction contract.
9. **Indemnification by Contractors.** The County agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.
10. **Plan Retention.** The County will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The County further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The County shall provide access to or copies of all the above-mentioned documents to the Secretary.
11. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.
12. **Traffic Control.** The County agrees to the following with regard to traffic control for the Project:
 - (a) **Temporary Traffic Control.** The County shall determine the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be finalized, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the County shall approve such revisions before they become effective.
 - (b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals, and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary

ARTICLE IV

GENERAL PROVISIONS:

1. **Term.** This Agreement will be in full force and effect upon the Effective Date and will continue until such time the Project is complete. The expiration of this Agreement does not relieve the County of its rights and obligations to the Secretary existing at the time of expiration and any representations, warranties, covenants, and indemnities made by the County in this Agreement shall survive the expiration of this Agreement.
2. **Maintenance.** Nothing in this Agreement shall constitute a waiver of any County responsibility regarding the current, continuing, and/or future maintenance of the Project Limits and/or any other County Road. In addition, nothing in this Agreement shall be taken to mean the Secretary is taking responsibility for any responsibility regarding the current, continuing, and/or future maintenance of the Project Limits and/or any other County Road.
3. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable), and other Special Attachments are all essential documents to this Agreement and are hereby incorporated by reference and made a part of this Agreement. Additionally, any related route maps, plans, estimates, maintenance agreements, or other related Project documents are incorporated by reference and made a part of this Agreement.
4. **Contractual Provisions.** The provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are incorporated into and made a part of this Agreement.
5. **Civil Rights Act.** The “Special Attachment No. 2, (Rev. 01/2023)” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office. The County shall not transfer or assign this Agreement or any rights that accrue thereunder without prior written approval from the Secretary.
8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
10. **Claim Preclusion.** This Agreement precludes claims for additional compensation which may arise from or relate to use of the County roads as an Official Detour Route(s).
11. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

FINNEY COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

Commissioner (Date)

Commissioner (Date)

Commissioner (Date)

Commissioner (Date)

Commissioner (Date)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

1. Special Attachment No. 1: Civil Rights Act (Rev. 01/2023)
2. Special Attachment No. 2: Contractual Provisions Attachment, Form DA-146a (Rev. 07/2019)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

MEMORANDUM

TO: County Commission
THRU:
FROM: Finney County Public Works Department
DATE: April 1, 2024
RE: 2024 Bituminous Surfacing Contract

DISCUSSION:

The Board of County Commissioners is asked to authorize the Chairman to sign the contract with APAC-Kansas, Inc., for the 2024 Bituminous Surfacing Project.

BACKGROUND:

On November 6, 2023, the Board of County Commissioners approved to award the bid for the 2024 Bituminous Surfacing Project to APAC-Kansas, Inc. The scope of the project will entail a 2-inch asphalt overlay of West Fork Rd and a 2-inch mill and asphalt overlay of Old 83 and Annie Scheer Rd (approximately a total of 11.6 miles).

The Public Works Department advertised for the 2024 Bituminous Surfacing Project on September 23rd and 30th, 2023. Bids were opened at 10:00 a.m. on October 23, 2023, at the Public Works office. One bid was received from APAC-Kansas, Inc., for \$3,209,570.69.

ALTERNATIVES:

1. The Board of County Commissioners may authorize the Chairman to sign the contract with APAC-Kansas, Inc., for the 2024 Bituminous Surfacing Project.
2. The Board of County Commissioners may not authorize the Chairman to sign the contract with APAC-Kansas, Inc., for the 2024 Bituminous Surfacing Project.

RECOMMENDATION:

Staff recommends Alternative 1, the Board of County Commissioners authorize the Chairman to sign the contract with APAC-Kansas, Inc., for the 2024 Bituminous Surfacing Project.

FISCAL And/Or POLICY IMPACT:

The fiscal impact is \$3,209,570.69 to be paid out of the Special Highway Fund.

ATTACHMENTS:

Description

Notice of Award and Agreement

Overlay Map

NOTICE OF AWARD

To: Apac-Kansas., Shears Division
P.O.Box 668
Dodge City, Ks. 67801

PROJECT Description:

2024 Bituminous Surfacing Project

Finney County, Kansas

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated BID OPENING DATE, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of **\$3,209,570.69**

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten working days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten working days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this day of January 23, 2024.

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is here acknowledged

By: APAC-KANSAS, INC., SHEARS DIVISION

this the 18 day of MARCH, 2024.

By: Dan P DANIEL PUKLE

Title: AREA MANAGER

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024, by and between the Finney County Board of Commissioners, hereinafter called "OWNER" and **Apac-Kansas Inc.**, doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **2024 Bituminous Surfacing Project, upon the "Notice To Proceed" with a completion date of October 31, 2024.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **30 Calendar Days**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all work described in the Contract Documents for the sum **\$3,209,570.69** .
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) NOTICE OF AWARD
 - (I) NOTICE TO PROCEED
 - (J) CHANGE ORDER
 - (K) Drawings prepared by Finney County Dept. of Public Works, 101 W. Maple St., Garden City, Ks 67846, numbered _____ thru _____, and dated _____, 2024.
 - (M) SPECIAL PROVISIONS to KDOT Standard Specifications.
 - (N) Addenda:
 - No. _____, dated, 2024.
 - No. _____, dated, 2024.
 - No. _____, dated, 2024.
 - No. _____, dated, 2024.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Clauses and Covenants, 2015 KDOT Standard Specifications, such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (no. of copies) 2 each of which shall be deemed an original on the date first above written.

OWNER:

Finney County
By: _____
Name: _____
Title: Chairman, County Commission

(SEAL)
ATTEST:
NAME: _____
TITLE: _____

CONTRACTOR:

APAC-KANSAS, INC., SHEARS DIVISION
BY: Dan Platte
NAME: DANIEL PLATTE
ADDRESS: 11188 US 50, DODGE CITY, KS 67801





IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (no. of copies) 2 each of which shall be deemed an original.

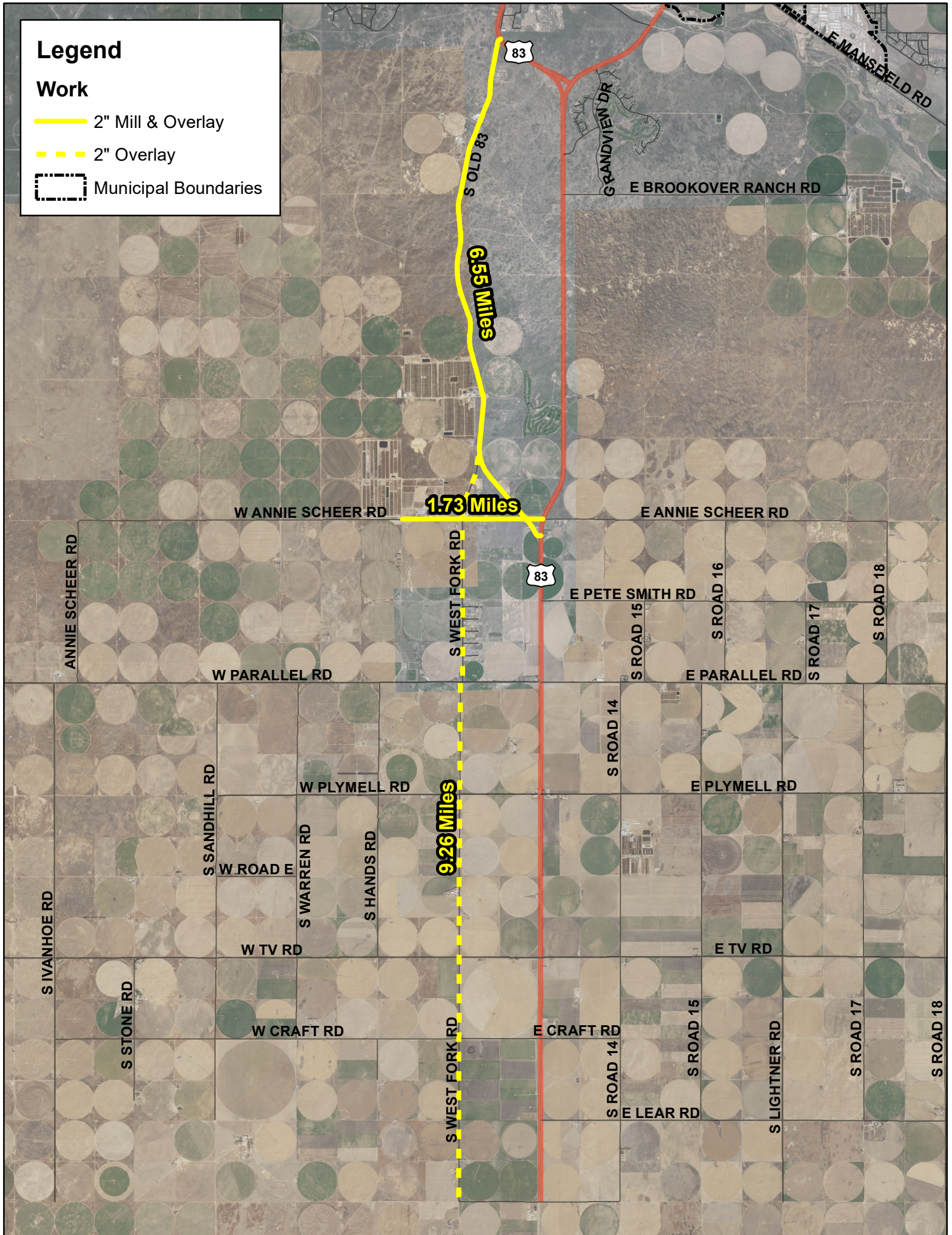
Legend

Work

 2" Mill & Overlay

 2" Overlay

 Municipal Boundaries



MEMORANDUM

TO: County Commission
THRU: Robert Reece
FROM: Skylar Swords
DATE: April 1, 2024
RE: Ambulance Remount

DISCUSSION:

In our continued desire to standardize the EMS fleet and keep required assets in good working order, we are seeking to remount an existing gas powered F-450 to a diesel F-550. This requested ambulance could be delivered to EMS in the 4th quarter of 2024.

BACKGROUND:

Currently, EMS has a fleet of 6 ambulances (3 primary and 3 backup). Only 2 of them are diesel at this time. 2 units have greater than 100,000 miles and one unit has 85,000 miles. Half of the fleet are on van chassis (which do not have 4WD capability). Repair costs for units does increase significantly once ambulances go over 100,000 miles.

Remounting an ambulance versus a new build can save approximately 30K-50K. Additionally, the ambulance we are looking to remount has a relatively new cot and cot loading system that can be transferred over to the new unit, saving approx. \$45K.

As part of the standardization of the fleet, there will be no bids as remounts are only done by Osage for Osage products, therefore this is a single source exception to the purchasing policy.

ALTERNATIVES:

1. Approve purchase of remount at a cost of \$179,677 to be paid from EMS Operating Budget and authorize EMS Director Skylar Swords to sign the purchase agreement.
2. Decline purchase. Next available delivery date of an ambulance would be in 2nd quarter of 2027. Ambulance box production costs are expected to increase 8% to 9% per year. Chassis purchase cost is expected to increase 28% by 2027.

RECOMMENDATION:

Option 1

FISCAL And/Or POLICY IMPACT:

Quoted price of remount is \$179,677.00. Current equipment reserve line item for EMS is at \$781,608.

ATTACHMENTS:

Description

MEMORANDUM

TO: County Commission
THRU:
FROM: Shruti Chhabra, Finney County Health Department
DATE: April 1, 2024
RE: Proclamation | National Public Health Week 2024

DISCUSSION:

The Board is asked to consider the week of April 1, 2024 as National Public Health Week with the theme: 'Protecting, Connecting and Thriving: We are all Public Health'.

BACKGROUND:

Every year, the Board proclaims the first week of April as National Public Health week with a call to public health action to all members of the Finney County community.

ALTERNATIVES:

Board proclaims the week of April 1, 2024 as presented.

RECOMMENDATION:

Staff recommends alternative 1 and requests the Board to encourage Finney County residents to join in the observations with Finney County Health Department.

ATTACHMENTS:

Description

Proclamation - Public Health Week

NPHW Event Schedule

PROCLAMATION

National Public Health Week, April 1st – 7th, 2024

Protecting, Connecting & Thriving

We Are All Public Health

WHEREAS, the goal of National Public Health Week in 2024 is to recognize the contributions of public health in improving the health of the people of Finney County and achieving health equity; and

WHEREAS, significant progress has been made in improving the life expectancy at birth, in reducing infant and maternal mortality rates, and in reducing premature death from preventable illnesses in the United States; and

WHEREAS, many of the leading causes of death for individuals in the United States result from chronic conditions, which are among the most common, costly and preventable of all health challenges; and

WHEREAS, there are significant differences in the health status of individuals living in the healthiest Counties and those living in the least healthy Counties, including differences in obesity rates, prevalence of risk factors, and rates of infectious, chronic and behavioral illnesses; and

WHEREAS, individuals and families continue to bear disproportionate burden of illness and death based on their geography and income, race and ethnicity, gender and sexuality, and educational and occupational status; and

WHEREAS, public health organizations use National Public Health Week to educate public policymakers and public health professionals on issues that are important to improving the health of the people of the United States; and

WHEREAS, public health professionals help communities prevent, prepare for, mitigate, and recover from the impact of a full range of health threats, including disease outbreaks, such as the COVID–19 pandemic; disasters and public health emergencies; and

WHEREAS, vaccination is one of the most significant public health achievements in history and has resulted in substantial decreases in the number of cases, hospitalizations, and deaths associated with vaccine-preventable diseases; and

WHEREAS, studies show that small strategic investments in disease prevention can result in significant savings in health care costs; and

WHEREAS, voting helps shape the conditions in which people can be healthy, and good health is consistently positively associated with higher likelihood of civic participation; and

WHEREAS, public health professionals collaborate with partners outside of the health sector, including planners, transportation officials, education officials, private sector businesses, and community leaders, recognizing that other sectors can influence health outcomes; and

WHEREAS, in communities across the United States, individuals are changing the way they care for their health by avoiding tobacco use, eating healthier, increasing physical activity, and preventing unintentional injuries at home and in the workplace; and

WHEREAS, efforts to adequately support public health and the prevention of disease and injury can continue to transform a health system focused on treating illness into a health system focused on preventing disease and injury and promoting wellness.

NOW, THEREFORE, I, Gerald Schultz, Chairman of the Board of County Commissioners and Local Board of Health in Finney County, hereby proclaim April 1-7, 2024 as

National Public Health Week

In Finney County, Kansas

Signed this 1st day of April, 2024.

Gerald Schultz,
Chairman Board of County Commissioner/Local Board of Health

National Public Health Week Event Schedule

Finney County, Kansas

Day	Theme	Event
4/1/2024 (Mon)	Civic Engagement	Facebook kick off Please watch our Facebook page to learn more about public health in Finney County. We will highlight immunization, maternal and child health, tuberculosis and reportable diseases, WIC , Reproductive and Sexual Health programs
4/2/2024 (Tue)	Healthy Neighborhoods	Nutrition/exercise programs with partner organizations Please watch our Facebook page for more details.
4/3/2024 (Wed)	Immunization	Free walk-in immunization services* Location: 919 Zerr Rd, Garden City, KS Time: 8 am- 5pm
	Climate Change	Social media campaign on hydration, sun protection
4/4/2024 (Thurs)	New Tools and Innovations	Keep it Moving Challenge Download the app and join us in this challenge! Watch our Facebook page for prize information.
4/5/2024	Know your Local Health Department	Finney County Health Dept open house for all Location: 919 Zerr Rd, Garden City, KS Time: 1pm-4pm Free services: Blood Pressure and blood sugar checks, body weight/composition analysis, guided tour of the HD

*Please bring any insurance cards you may have.

MEMORANDUM

TO: County Commission
THRU:
FROM: Dori J. Munyan, County Clerk & Election Officer
DATE: April 1, 2024
RE: Proclamation | National County Government Month 2024

DISCUSSION:

A proclamation declaring the Month of April as National County Government Month in Finney County.

RECOMMENDATION:

Staff recommends proclaiming the month of April 2024 as National County Government Month in Finney County.

ATTACHMENTS:

Description

Proclamation - County Government Month

County Government Day 2024



FINNEY COUNTY
KANSAS

PROCLAMATION

National County Government Month - April 2024

“ForwardTogether”

WHEREAS, the nation’s 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe, and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents’ lives; and

WHEREAS, Finney County and all counties take pride in our responsibility to protect and enhance the health, well-being, and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Mary Jo McGuire, NACo is highlighting county leadership through the lens ForwardTogether, celebrating the role of county governments in connecting, inspiring, and leading as intergovernmental partners; and

WHEREAS, that role includes a responsibility to inspire county residents to engage with their communities and to lead by highlighting our strength as intergovernmental partners; and

WHEREAS, each year since 1991, the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs, and services; and

WHEREAS, Finney County Officials and staff members throughout the County organization shall host and participate in an informational display and celebration at Stevens Park on Friday, April 19, 2024 from 2:00 p.m. to 7:00 p.m.; and

NOW, THEREFORE, BE IT RESOLVED, that I, Gerry Schultz, Chairman of the Finney County Board of County Commissioners, do hereby proclaim April 2024 as National County Government Month and encourage all county officials, employees, schools, and residents to participate in county government celebration activities.

Gerry Schultz, Commission Chair

COUNTY GOVERNMENT

IN HONOR OF NATIONAL COUNTY GOVERNMENT MONTH

 **APRIL 19, 2024**

 **3PM - 7PM**

 **Stevens Park**

ACTIVITIES:

- Snacks
- Games for Children
- Touch a Truck
- McGruff Meet & Greet
- K-9 Demonstration
- Drone Show & Tell
- Wellness Check
- Design a License Plate
- Get to Know Finney County
- Job Opportunities
- Bake Sale (Charity Donation)
- Much More!



MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: April 1, 2024
RE: Finney County Governance Model

DISCUSSION:

The Board will review the proposed/modified Finney County Governance Model, Goal, and priorities as revised over the last several weeks.

BACKGROUND:

The Board reviewed the 2022 Governance Model document in work sessions on 2/20/24 and 3/18/2024 and had discussion regarding aligning this with the current projects the Board has determined to be high priorities. Completed projects were removed and potential future projects were added.

ALTERNATIVES:

- 1) Adopt the governance model as presented.
- 2) Adopt the governance model with changes.
- 3) Do not adopt a newer version of the Governance Model.

RECOMMENDATION:

To be determined.

ATTACHMENTS:

Description

2024 Governance Model - FINAL DRAFT



FINNEY COUNTY
KANSAS

FINNEY COUNTY GOVERNMENT GOVERNANCE MODEL

COUNTY COMMISSION

Duane Drees | Gerry Schultz | Dave Jones | Larry C. Jones | Lon E. Pishny

MISSION

Finney County, dedicated to its citizens, serving its taxpayers

VISION

Finney County seeks to provide essential and relevant services that promote a growing community for residents, businesses, and visitors. The County government shall be a convener and assist other government entities and businesses in efforts to enhance the quality of life, providing opportunities for all of its citizens.

VALUES

INTEGRITY	Be honest and trustworthy. Be transparent to citizens and put the County's interests above personal gain.
STEWARDSHIP	Make decisions that are in the best interest of the taxpayers' financial investment.
CUSTOMER SERVICE	Provide superior customer service to the public and peers.
COLLABORATION	Understand and practice first-rate teamwork internally and with external partners.
RESOURCEFULNESS	Provide services in an efficient manner and adjust to changing needs.

GOALS

- Prioritize county services to align the available resources, while maximizing efficiency and responsiveness in the delivery of services.
- Expand citizen engagement by maintaining and promoting communication with citizens about county services and initiatives.
- Plan for and fund capital improvement projects that assure public safety, support local commerce, enhance quality of life and maintain county facilities.
- Expand partnerships with area governmental entities, state agencies, and other public and private entities to leverage resources, eliminate service redundancies, and maximize influence in state and federal decision-making.
- Be a positive contributor, particularly as a convener when deemed appropriate, to address community issues.

GOVERNING BODY PRIORITIES/INITIATIVES

- Seek community feedback on prioritizing necessary and desired services, beyond state mandated services.
- Work with community partners to promote Finney County as a destination of choice
- With community partners, sustain and strengthen the economy and our quality of life
- Pursue opportunities for expanding sources of non-property tax revenue
- Encourage non-property tax funding sources for economic development (i.e., grants and membership fees)
- Advocate for and support improvements to area highways - U.S. Highway 83, U.S. Highway 156 and U.S. Highway 50/400.
- Prioritize recruitment, retention, development and recognition of county employees
- Continue the efforts to enhance connectivity for Finney County via broadband infrastructure
- Explore possibilities of sharing services with other entities
- Analyze the feasibility of partnerships with regional entities and businesses.
- Convene and collaborate with other local governments and state entities to promote water conservation, improve water quality, and identify new water sources for the western Kansas region.
- Contribute to development of shared legislative agendas with:
 - Local governments in the county and region
 - Kansas Legislative Policy Group (KLPG)
 - Kansas Association of Counties (KAC)
 - Kansas County Commissioners Association (KCCA)
 - Chambers of Commerce
 - For federal legislation, keep abreast of the National Association of Counties (NACo) legislative policies
- Support County Administration in the continuous process improvement of all county services and priorities of core and non-core services
- On a quarterly basis, staff provides updates and/or progress reports regarding the board-defined priorities
- On a quarterly basis, conduct board governance self-evaluation

PRIORITIES OVER THE NEXT 5 BUDGET YEARS

(Next 1 to 5 Budget Years)

- Prioritize funds for services mandated by state statute
- Identify financial outcomes for comparison to similar governmental entities
- Develop/update the County Comprehensive Plan and include a County-wide transportation study
- Monitor compliance with the County's Comprehensive Plan.
 - Review subdivision regulations
 - Review zoning rules and regulations
 - Review code enforcement procedures for non-compliant property
- Collaborate and coordinate with community partners to address:
 - Housing projects within the county
 - Country Acres
 - Randall Estates
- Develop plans to meet the needs for County Health and EMS facilities
- Develop plans to address concerns of the Law Enforcement Center
- Complete renovation project for County Attorney, Treasurer & Register of Deeds
- Upgrade Electrical service in Administration Building
- Upgrade Fairground building to meet Shelter Standards
- Resolve inefficiencies of HVAC system in Administration Building
- Payoff HVAC system lease purchase by 2029
- Establish sewer district in the prior Industrial District
- Complete Modernization projects for County Sewer Districts
- Explore utility extensions in Finney County, in a financially responsible manner
- Complete County fiber connection run by 2026
- Complete a master plan for county fairgrounds property
- Non-pavement durability upgrades to Jennie Barker Road from 6 Mile Road to Quarter Horse

(5 or More Budget Years)

- Promote and effectively use the County's tax revenues and search for alternative funding sources
- Develop county's capital improvement plans for facilities and infrastructure
- Westside sewer district
- Mansfield Road
- Parallel Road, West of 83 Highway (BRMP Sales Tax)
- Enhancements to 3rd Street, Highlands Addition area
- Improve bike path and pedestrian access
- Explore options for a Northeast Bypass

MEMORANDUM

TO: County Commission
THRU:
FROM: Dori J. Munyan, County Clerk & Election Officer
DATE: April 1, 2024
RE: Recertification of Results

DISCUSSION:

County Clerk and Election Officer Dori Munyan will discuss recertification of results.

RECOMMENDATION:

To be discussed.

MEMORANDUM

TO: County Commission
THRU:
FROM: Dori J Munyan, County Clerk
DATE: April 1, 2024
RE: Upcoming Meetings & Events

DISCUSSION:

Schedule of upcoming meetings and events

RECOMMENDATION:

Informational report only; no action required.

ATTACHMENTS:

Description

Upcoming Meetings & Events

Upcoming Meetings & Events

Date	Time	Event/Meeting	Location
April			
		County Government Month	<i>Events to be Announced</i>
1	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
11	6:00 p.m.	2024 Annual Banquet & Business Awards Garden City Area Chamber of Commerce	Garden City Community College Dennis Perryman Athletic Center
15	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
16 - 18	daily	48th Annual Kansas County Commissioners Association Conference 2024	Kansas Crossing Casino Pittsburg, Kansas
17	7:30 a.m.	Chamber Membership Breakfast doors open at 7:00 a.m.	Clarion Inn
19	TBD	County Government Day	Stevens Park
20	10:00 a.m.	Legislative Coffee	GCCC Beth Tedrow Student Center Endowment Room
24	9:30 a.m - 4:30 p.m.	Kansas Infrastructure Summit Hosted by the Kansas Infrastructure Hub	Tony's Pizza Events Center Salina, Kansas
May			
6	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
15	7:30 a.m.	Chamber Membership Breakfast doors open at 7:00 a.m.	Clarion Inn
18	10:00 a.m.	Legislative Coffee	GCCC Beth Tedrow Student Center Endowment Room
20	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
June			
3	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
3	12:00 p.m.	2024 Election Candidate Filing Deadline for state and local offices	Finney County Election Office
19	7:30 a.m.	Chamber Membership Breakfast doors open at 7:00 a.m.	Clarion Inn
20	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers

Upcoming Community Events

Date	Time	Event	Location
April			
5 & 6	6:00 p.m.	Steps Dance School Presents Jungle Book	Clifford Hope Auditorium
5 - 7	daily	57th Annual GCCC Rodeo	Garden City Community College Broncbuster Horse Palace
9	9:00 a.m. - 5:00 p.m.	First Responders Wellness Training Sponsored by Optum	Frist Assembly of God Church 702 Campus Drive, Garden City
12 - 14	various	Mean Girls: High School Version	Garden City High School Theater 7:00 p.m. April 12 & 13, 2:30 p.m. April 14
20 - 21	8:30 a.m. daily	Battle for the Bats	Peebles Field
27	1:00 p.m. - 5:00 p.m.	10th Annual SWKS Sidewalk Chalk Contest	Stevens Park
May			
4 - 5	daily	Fred Tichenor Memorial Tournament	Peebles Field
6	7:00 p.m. - 9:00 p.m.	Southwest Kansas Community Concerts 7000 Miles to Broadway	Clifford Hope Auditorium
8	7:00 p.m. - 9:00 p.m.	Southwest Kansas Community Concerts Divas 3	Clifford Hope Auditorium
18 - 19	8:30 a.m. daily	Garden City Grand Slam Tournament	Peebles Field
June			
May 31 - June 9	daily	Beef Empire Days	Various locations
1 - 2	8:30 a.m. daily	Dinger Deby Baseball Tournament	Various fields
8 - 9	daily	Silver Sage Renaissance Festival	Finnup Park
22	9:00 a.m. - 4:00 p.m.	Art in the Park	Stevens Park
24 - 30	daily	10th Annual Garden City Charity Classic	Buffalo Dunes Golf Course

MEMORANDUM

TO: County Commission
THRU:
FROM: Mackenzie Phillips, Development & Administrative Coordinator
DATE: April 1, 2024
RE: Development Update

DISCUSSION:

Development & Administrative Coordinator, Mackenzie Phillips, will give a development update.

RECOMMENDATION:

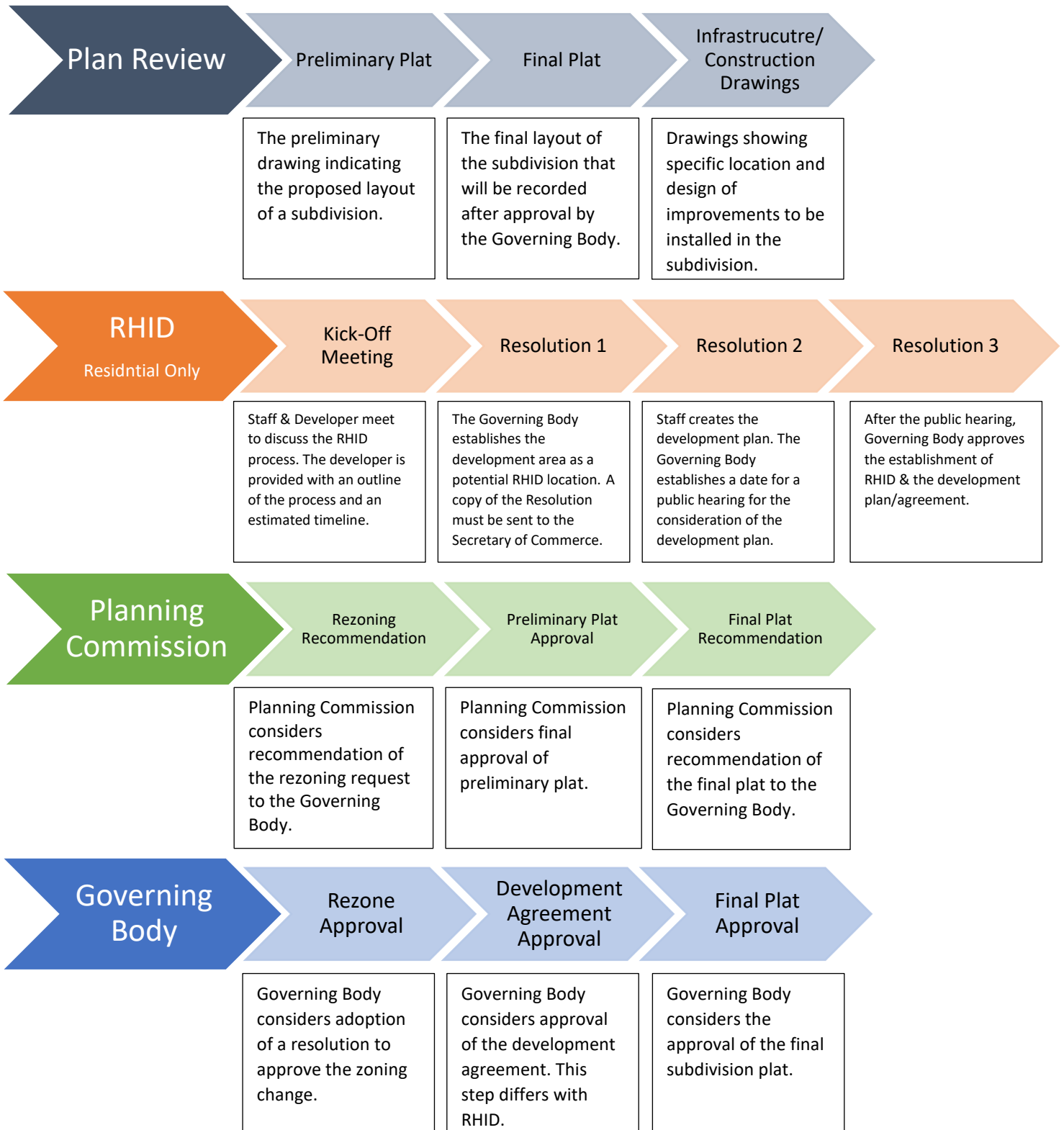
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ATTACHMENTS:

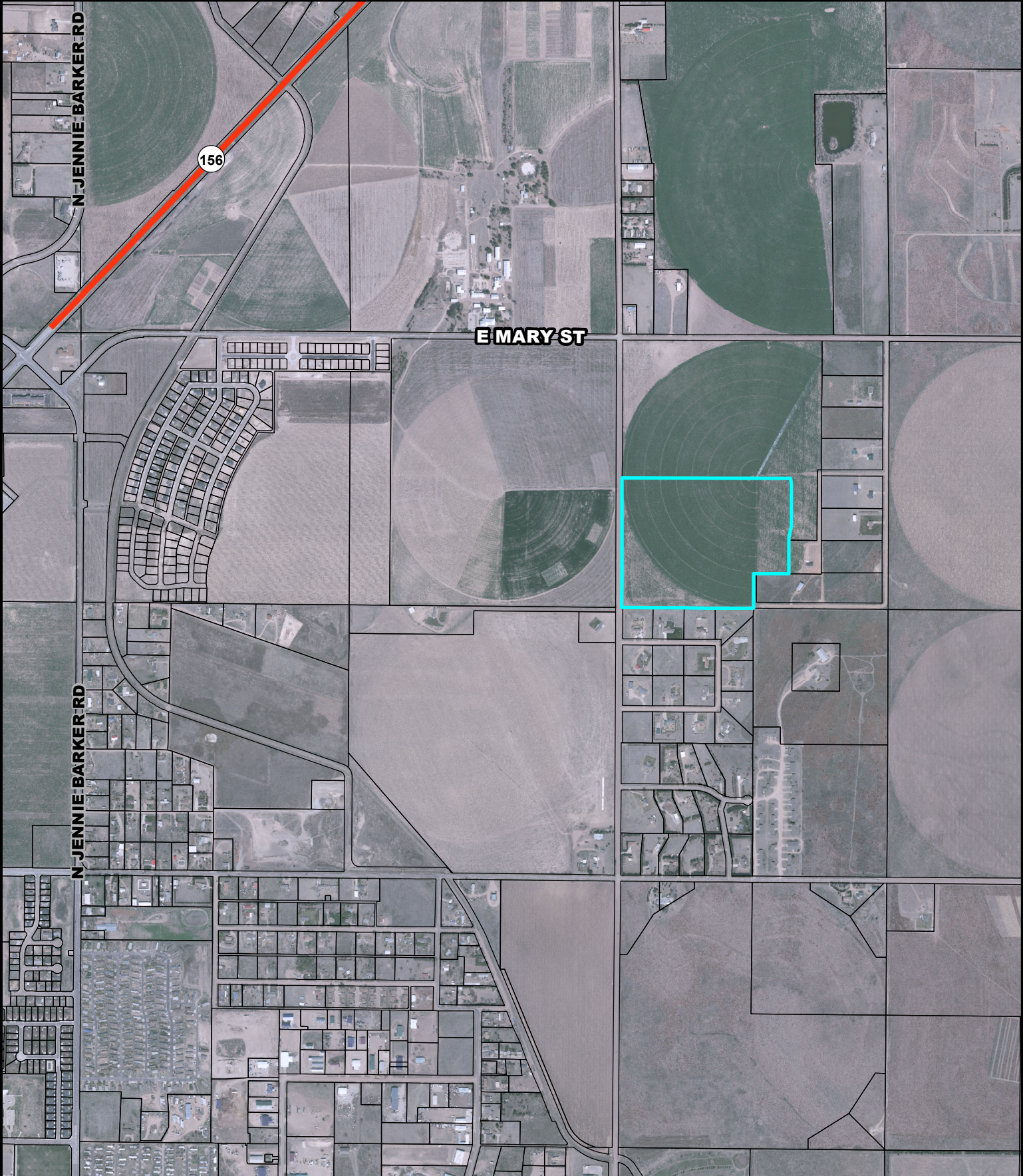
Description

Development Update

Development Process



Country Acres Phase 1



0 750 1,500 3,000 Feet

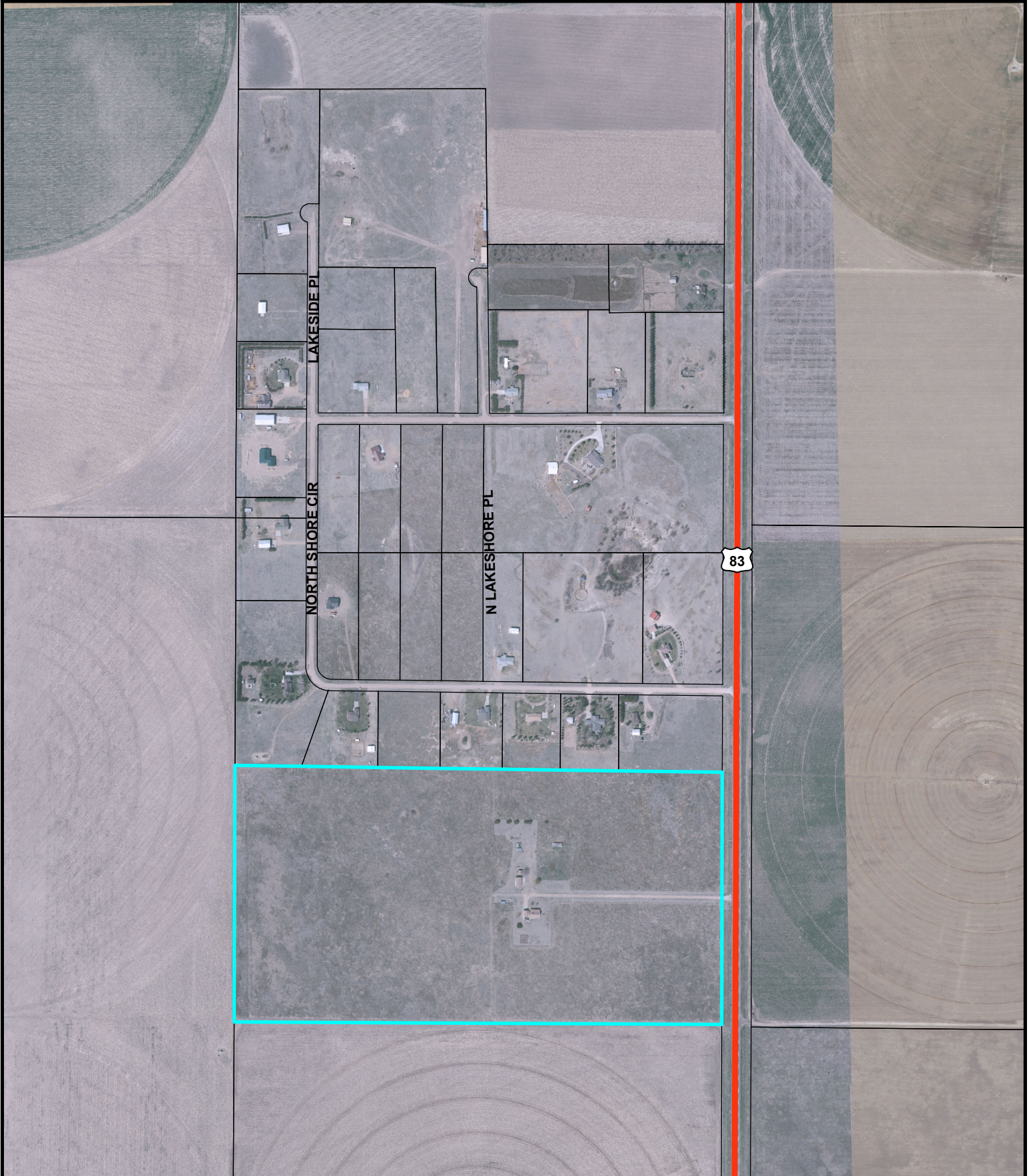


FINNEY COUNTY
KANSAS

Country Acres Phase 1



Randall Estates

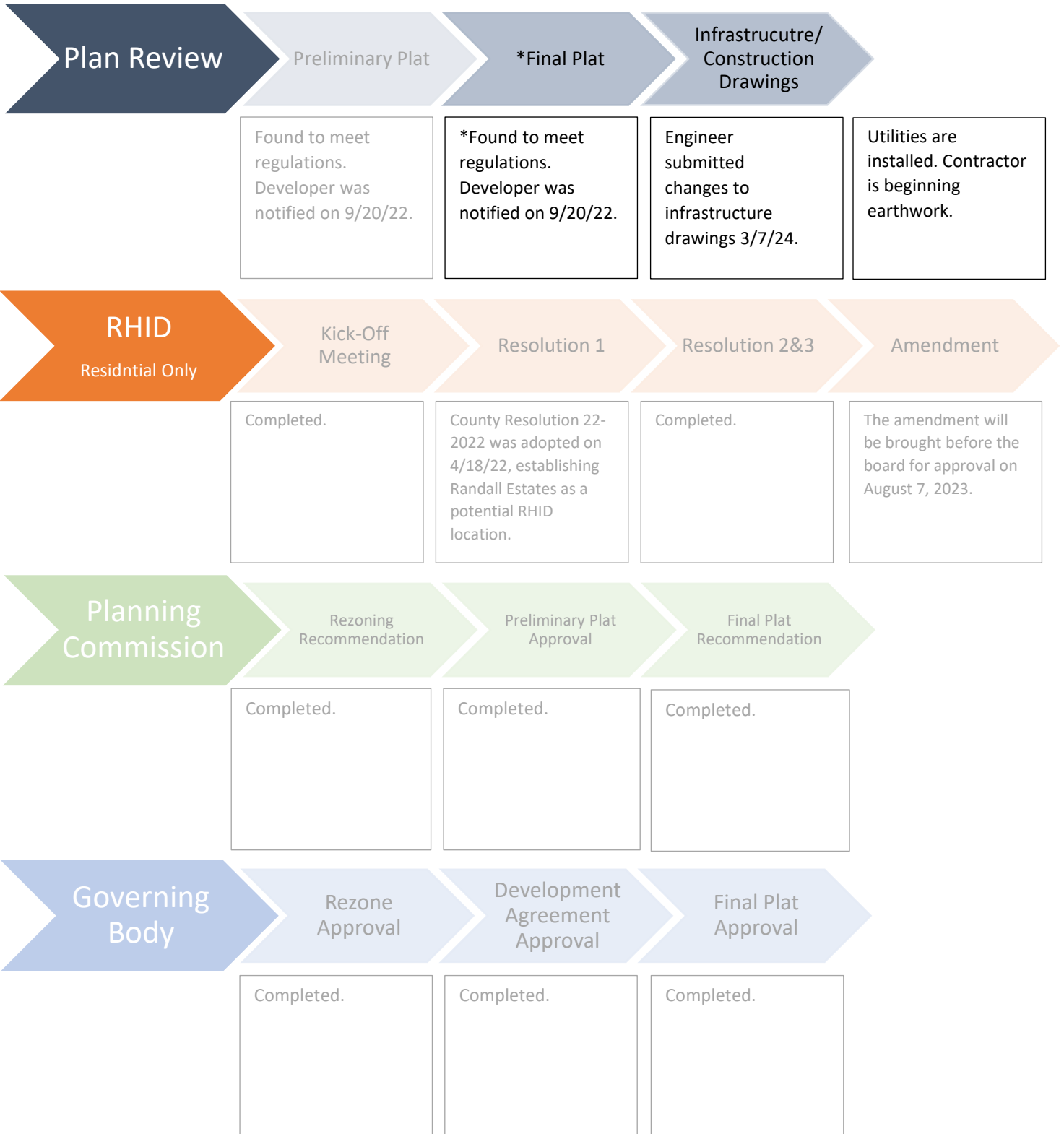


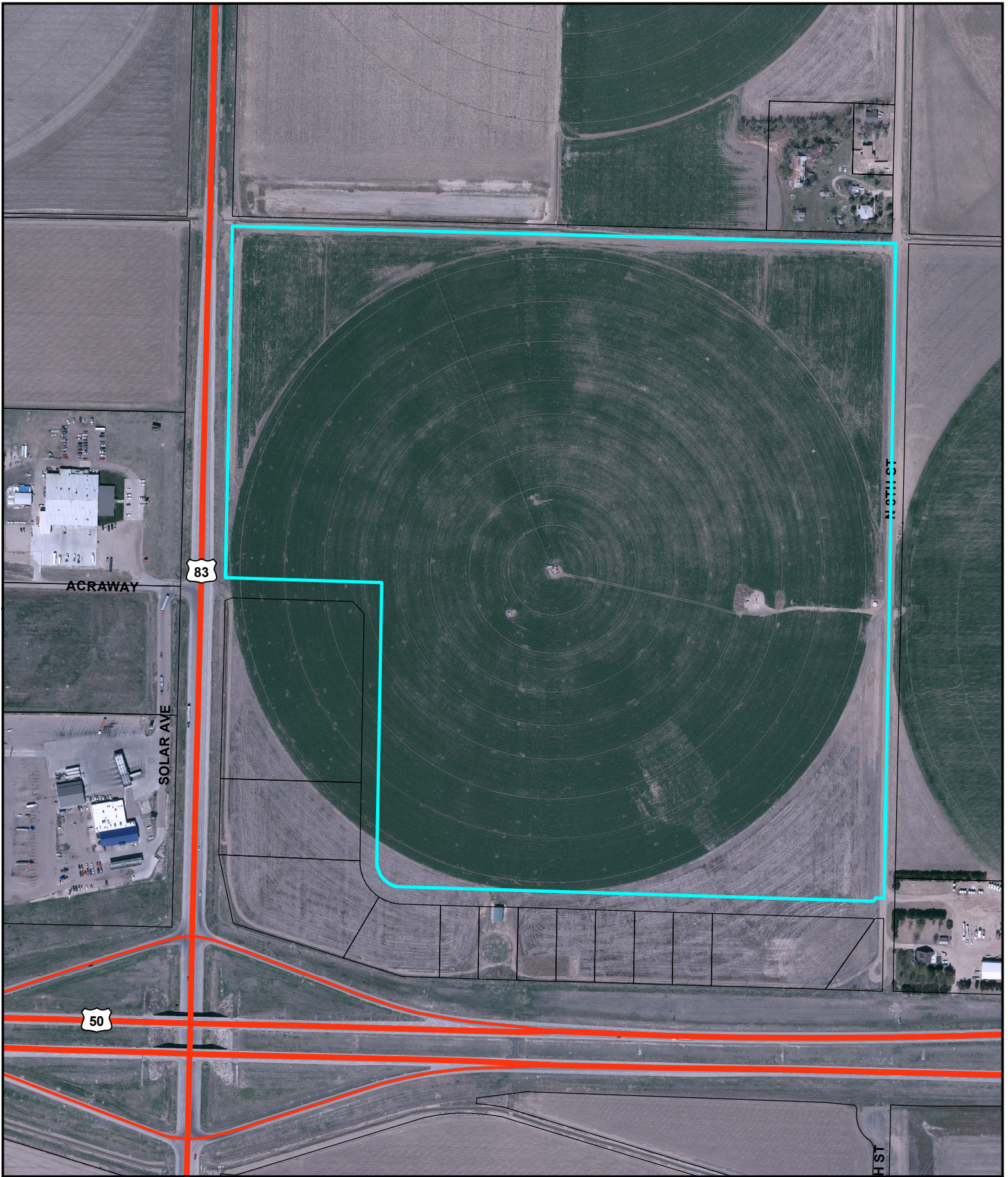
0 400 800 1,600 Feet

Randall Estates



* The developer is contemplating changing the lot boundaries in Block 2 of the recorded Final Plat. This will require a replat.





0 250 500 1,000 Feet

Western Kansas Corridor Phase 2&3



MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: April 1, 2024
RE: County Administrator Report

DISCUSSION:

County Administrator Robert Reece will share recent engagements and activities.

RECOMMENDATION:

N/A

MEMORANDUM

TO: County Commission
THRU:
FROM: Kara Scharz
DATE: April 1, 2024
RE: County Counselor Report

DISCUSSION:

County Counselor Kara L. Scharz will discuss recent engagements and activities.

RECOMMENDATION:

N/A

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: April 1, 2024
RE: Commissioner Reports

DISCUSSION:

Discussion of recent liaison engagements and activities from members of the Board:

- Chairman Gerry Schultz
- Commissioner Larry Jones
- Commissioner Lon Pishny
- Commissioner Duane Drees
- Commissioner Dave Jones

RECOMMENDATION:

N/A

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: April 1, 2024
RE: Next Commission Meetings - April 15 and May 6

DISCUSSION:

Upcoming Meetings

- Monday, April 15 at 8:30 AM (Regular Session)
- Monday, May 6 at 8:30 AM (Regular Session)

RECOMMENDATION:

No action is required.