



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 February 5, 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 from the 01/16/2024 Regular Session

Approval of Accounts Payable

Approval of Tax Roll Changes

Public Comment

Business Items

FC2023-59 Parcel Plat - VFF Subdivision John Presisto, Planner II
#1

Consideration of the Parcel Plat, VFF Subdivision #1, Finney County, Kansas.

FC2023-60 Parcel Plat - VFF #2 Daunte Thompson, Planner

Consideration of the Parcel Plat, VFF Subdivision #2, Finney County, Kansas.

Annual Housing Update for 2024 Danielle Burke and Aleecya Charles

Assistant City Manager Danielle Burke and Assistant Neighborhood & Development Services Director Aleecya Charles will provide update on housing developments for 2024 and highlight some of the economic development tools the City has utilized over the years.

Library Request Pam Tuller, Library Director

Consideration of a request for funding for the repairs to the Library storm water drain system.

County Attorney Building Capital Project Robert Reece, County Administrator

Consideration of a contract for architect services

Health Department / EMS Construction Robert Reece, County Administrator

Delivery Model

Consideration of the Construction Manager @ Risk construction delivery model

Health Department / EMS Architect
Agreement

Robert Reece, County Administrator

Goldberg Group Architects Agreement

Sewer Modernization Construction
Contract

Robert Reece, County Administrator

Construction Contracts with Middlecreek Corporation for sewer modernization and repair project.

2024 Noxious Weed Management Plan

Gerry Hahn, Noxious Weeds Director

Consider approval of the Noxious Weed 2024 Management Plan.

CDBG | Semi-Annual Report December
31, 2023

Review and consider approval of the Community Development Block Grant (CDBG) Semi-annual report as prepared by Great Plains Development, Inc.

Cereal Malt Beverage Licenses - 2024

Dori J Munyan, County Clerk

Consideration of the issuance of 2024 Cereal Malt Beverage (CMB) License

Resolution 07-2024 | Establish a Capital
Improvements Fund for the Law
Enforcement Center

Jenny Hamill, Assistant County Administrator

Consideration to establish a capital improvements fund for the Law Enforcement Center.

2023 Budget Year End Transfers

Jenny Hamill, Assistant County
Administrator/Finance Director

Consideration of year end transfers to capital and equipment reserves

Years of Service Recognition
Employee Recognition

Kelly Munyan, Human Resource Director

Board Governance

2024 Board & Committee Assignments

Upcoming Meetings & Events

Staff Reports

Development Update

Quarterly Idle Funds Report

County Administrator Report

County Counselor Report

County Commissioner Reports

Commissioner Reports

Adjournment

Next Commission Meetings - February 20 and March 4

MEMORANDUM

TO: County Commission
THRU: Dori J. Munyan, County Clerk
FROM: Dori J. Munyan
DATE: February 5, 2024
RE: Approval of Minutes from the 01/16/2024 Regular Session

DISCUSSION:

Approval of Minutes

- 01/16/2024 Regular Session

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends the approval of the 01/16/2024 Minutes as presented.

MEMORANDUM

TO: County Commission
THRU: Dori J. Munyan, County Clerk
FROM: Gaby Campos, Deputy County Clerk
DATE: February 5, 2024
RE: Approval of Accounts Payable

DISCUSSION:

Approval of Accounts Payable to include Payroll of 01/19/2024 in the amount of \$176,199.64, Invoices of 02/05/2024 in the amount of \$1,008,699.88, out of cycle Invoices in the amount of \$20,161.81 for a total of Accounts Payable of \$1,205,061.33.

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			
		33179	1/18/2024	941	BLUE CROSS BLUE SHIELD OF KS	\$2,796.05
Bank Account Totals:						\$2,796.05
Total Of Checks:						\$2,796.05

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

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 475661538				
		33175	1/19/2024	7031	CERVANTES,MARCIAL	\$100.00
		33176	1/19/2024	1000	CONSECO HEALTH INSURANCE COMPANY	\$1,059.88
		33177	1/19/2024	1484	FINNEY COUNTY UNITED WAY	\$25.00
		33178	1/19/2024	3028	VSP VISION	\$3,221.60
Bank Account Totals:						\$4,406.48
Total Of Checks:						\$4,406.48

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

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	Account:	475661538		
-22672	1/19/2024	2518	PRE PAID LEGAL SERVICES	\$96.65
-22671	1/19/2024	2305	NATIONWIDE RETIREMENT SOLUTIONS	\$3,645.29
-22670	1/19/2024	2058	KPERS	\$118,708.51
-22669	1/19/2024	831	GREAT WEST FINANCIAL	\$3,349.93
-22668	1/19/2024	1482	FINNEY COUNTY TREASURER	\$37,972.72
-22667	1/19/2024	811	AFLAC	\$8,020.06
Bank Account Totals:				\$171,793.16
Total Of Wires:				\$171,793.16

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

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
<hr/>				
Bank No:	1	Account:	475661538	
-22673	1/22/2024	2058	KPERS	\$3,080.76
<hr/>				
Bank Account Totals:				\$3,080.76
<hr/>				
Total Of Wires:				\$3,080.76

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

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 475661538				
		33180	1/23/2024	959	BRIER PAYNE MEADE INSURANCE	\$14,055.00
		33181	1/23/2024	7034	COLLIN COUNTY SHERIFF'S OFFICE	\$75.00
		33182	1/23/2024	1119	CONSTABLE C/O CARLOS LOPEZ	\$80.00
		33183	1/23/2024	7033	FAUQUIER COUNTY SHERIFF'S OFFICE	\$75.00
Bank Account Totals:						\$14,285.00
Total Of Checks:						\$14,285.00

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

		Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	1	Account: 475661538				
		33184	2/5/2024	6170	AMERICAN TRACKING SOLUTIONS	\$926.75
		33185	2/5/2024	6075	APEX PATHOLOGY, PC	\$70.00
		33186	2/5/2024	885	ASSESSMENT STRATEGIES LLC	\$430.00
		33187	2/5/2024	6735	AT&T	\$734.44
		33188	2/5/2024	6989	BIMBO BAKERIES USA, INC	\$229.50
		33189	2/5/2024	947	BOB BARKER COMPANY INC	\$503.32
		33190	2/5/2024	939	BORS LAW PA	\$8,275.47
		33191	2/5/2024	1728	BRAUN TONI R	\$452.50
		33192	2/5/2024	958	BRIDGING THE GAP INTERPRETING LLC	\$81.00
		33193	2/5/2024	982	C & C GROUP	\$41,136.35
		33194	2/5/2024	996	CALIHAN LAW FIRM P.A.	\$9,439.17
		33195	2/5/2024	998	CALVIN, SHIRLEY K	\$8,650.00
		33196	2/5/2024	6773	CENTURA ST CATHERINE HOSPITAL	\$1,470.03
		33197	2/5/2024	1026	CENTURY BUSINESS TECHNOLOGIES	\$309.82
		33198	2/5/2024	1032	CHARM-TEX, INC	\$6,395.00
		33199	2/5/2024	1043	CHRIS'S REPAIR LLC	\$1,347.95
		33200	2/5/2024	1046	CINTAS	\$1,400.00
		33201	2/5/2024	1051	CITY OF GARDEN CITY	\$680.00
		33202	2/5/2024	6471	COLORADO IMAGING ASSOCIATES P.C.	\$421.66
		33203	2/5/2024	1102	COMFORT SPECIALISTS INC	\$22,665.00
		33204	2/5/2024	1113	COMPASS BEHAVIORAL HEALTH	\$1,619.16
		33205	2/5/2024	1113	COMPASS BEHAVIORAL HEALTH	\$765.20
		33206	2/5/2024	6904	CRUZZ ELECTRIC LLC	\$490.00

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

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33207	2/5/2024	7035	DANIEL, DIANE	\$520.81
33208	2/5/2024	1284	DAVIS ELECTRIC INC	\$37.50
33209	2/5/2024	7000	DEALMEDA, HALEY	\$509.72
33210	2/5/2024	1323	DIAMOND DRUGS INC	\$3,910.03
33211	2/5/2024	1270	DJ'S LOCK & KEY LLC	\$95.00
33212	2/5/2024	1365	DURR, EDWARD EROY	\$30.00
33213	2/5/2024	1368	E3 DIAGNOSTICS	\$1,055.25
33214	2/5/2024	1380	ECOLAB	\$253.10
33215	2/5/2024	3625	ELECTION SYSTEMS & SOFTWARE LLC	\$129.16
33216	2/5/2024	1409	ERGOMETRICS	\$25.00
33217	2/5/2024	1370	ESRI INC	\$40,250.00
33218	2/5/2024	1423	EXPERIAN	\$27.74
33219	2/5/2024	1429	FAMILY HEALTH AMERICA LC	\$484.00
33220	2/5/2024	6744	FEFE EMMANUEL	\$280.00
33221	2/5/2024	3233	FLOYD LAW OFFICE LLC	\$7,951.67
33222	2/5/2024	1538	GALLS LLC	\$1,225.84
33223	2/5/2024	1549	GARDEN CITY AUTO PARTS INC	\$91.59
33224	2/5/2024	3624	GARDEN CITY BUMPER TO BUMPER	\$179.27
33225	2/5/2024	1583	GARDEN CITY TIRE CENTER INC	\$75.00
33226	2/5/2024	6995	GARZA, CRISTINA	\$60.00
33227	2/5/2024	1604	GENESIS FAMILY HEALTH	\$658.00
33228	2/5/2024	7036	GILBERT, CHELSEA	\$10.00
33229	2/5/2024	1641	GREAT PLAINS DEVELOPMENT INC	\$276.45
33230	2/5/2024	7040	GREAT WESTERN TIRE, INC	\$38,292.85

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

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33231	2/5/2024	1677	HARRIS, MICHAEL P DDS PA	\$510.00
33232	2/5/2024	3313	HAZEL, TAMMI J	\$217.46
33233	2/5/2024	1698	HELSEL-JUST, WENDY	\$300.00
33234	2/5/2024	6988	HMN ARCHITECTS, NIC	\$2,090.00
33235	2/5/2024	1735	HOPE, MILLS, BOLIN, COLLINS & RAMSEY LLP	\$8,117.57
33236	2/5/2024	1743	HUBER & ASSOCIATES INC	\$31,675.00
33237	2/5/2024	6349	HUBER'S CUSTOM	\$425.00
33238	2/5/2024	1767	IMA INC BENEFITS DIVISION	\$3,125.00
33239	2/5/2024	6715	IRON INSURANCE PARTNERS	\$724.00
33240	2/5/2024	1811	JACKSON, DR MICHAEL	\$825.00
33241	2/5/2024	1826	JENNINGS, LUPE	\$90.00
33242	2/5/2024	1833	JOHNSON CONTROLS FIRE PROTECTION LP	\$8,413.60
33243	2/5/2024	1839	JOHNSON SEPTIC TANK SERVICE	\$650.00
33244	2/5/2024	1873	KANSAS ASSOC OF LOCAL HEALTH DEPTS	\$1,213.00
33245	2/5/2024	1938	KANSAS DRUG TESTING INC	\$544.25
33246	2/5/2024	1973	KANSAS ONE-CALL SYSTEM INC	\$13.20
33247	2/5/2024	1984	KANSAS REGISTER OF DEEDS ASSOCIATION,I	\$300.00
33248	2/5/2024	1988	KANSAS SECRETARY OF STATE	\$25.00
33249	2/5/2024	2038	KEY OFFICE PRODUCTS	\$363.02
33250	2/5/2024	2044	KINNEY GLASS INC	\$550.76
33251	2/5/2024	6134	KIRKHAM, MICHAEL & ASSOCIATES, INC	\$8,681.45
33252	2/5/2024	2076	KU PUBLIC MANAGEMENT CENTER	\$3,900.00
33253	2/5/2024	6748	KWORCC	\$216,522.00
33254	2/5/2024	2137	LEWIS, HOOPER & DICK LLC CPA	\$11,250.00

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

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33255	2/5/2024	2082	LLANTERA JUARITOS	\$717.00
33256	2/5/2024	6603	LYLE J. NOORDHOEK, M.D., P.A.	\$2,850.00
33257	2/5/2024	2188	MARTIN, BENJAMIN	\$138.60
33258	2/5/2024	2203	MCCULLY, WILLIAM	\$3,464.00
33259	2/5/2024	6087	MELIN, BRUCE D	\$6,000.00
33260	2/5/2024	6590	MOUNTAIN STATES PATHOLOGY,PC	\$120.18
33261	2/5/2024	6065	MUNIZ, MARIANO	\$30.00
33262	2/5/2024	2293	MURILLO-ROCHA, RAFAELA	\$930.00
33263	2/5/2024	7006	NATALIE K RANDALL, ATTORNEY AT LAW LLC	\$144.00
33264	2/5/2024	2325	NATIONAL SIGN COMPANY, INC.	\$427.46
33265	2/5/2024	2349	NEUTRON INDUSTRIES	\$1,612.63
33266	2/5/2024	2366	NORTHEND DISPOSAL	\$189.47
33267	2/5/2024	3309	OASIS CAR WASH LLC	\$140.50
33268	2/5/2024	6671	OCCUPATIONAL HEALTH SERVICES, LLC	\$130.00
33269	2/5/2024	2390	OFFICE OF THE STATE FIRE MARSHAL	\$60.00
33270	2/5/2024	2402	OPTUM PAY	\$130.17
33271	2/5/2024	2409	OVERHEAD DOOR COMPANY	\$933.50
33272	2/5/2024	2418	PALACE COMPUTER CENTER	\$62.50
33273	2/5/2024	7039	PAYCHEX	\$490.00
33274	2/5/2024	2457	PEI - PERSONNEL EVALUATION, INC	\$100.00
33275	2/5/2024	2503	POSTALOCITY.COM CORP	\$10,005.85
33276	2/5/2024	2512	PRAIRIE FIRE COFFEE	\$428.30
33277	2/5/2024	3400	QLESS	\$8,601.39
33278	2/5/2024	6886	QUICK MED CLAIMS LLC	\$3,167.80

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

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33279	2/5/2024	3399	R & S NORTHEAST LLC	\$43.14
33280	2/5/2024	2583	REDWOOD TOXICOLOGY LABORATORY INC	\$40.05
33281	2/5/2024	6808	REVERE HEALTHCARE SOLUTIONS INC	\$4,500.00
33282	2/5/2024	7032	REYNOLDS, MARILYN	\$30.96
33283	2/5/2024	2667	SCHEOPNER'S WATER CONDITIONING	\$46.50
33284	2/5/2024	2756	SOUTHWEST JANITORIAL SERVICE LLC	\$2,250.00
33285	2/5/2024	2763	SOUTHWEST KANSAS REGISTER OF DEEDS	\$20.00
33286	2/5/2024	2760	SOUTHWEST KS HIGHWAY OFFICIALS ASSN	\$125.00
33287	2/5/2024	2771	SOUTHWEST PESTICIDE INC	\$430.00
33288	2/5/2024	2779	SPENCER & SPENCER PA	\$7,951.67
33289	2/5/2024	6468	ST CATHERINE HOSPITAL	\$5.94
33290	2/5/2024	2832	STROH CLEANERS	\$79.50
33291	2/5/2024	7038	TEAM ELECTRONICS	\$319.60
33292	2/5/2024	6167	THE COTT LAW FIRM, LLC	\$7,951.67
33293	2/5/2024	7041	TIEDE, JAMES	\$671.80
33294	2/5/2024	3240	TRIA HEALTH	\$1,589.34
33295	2/5/2024	2937	TYLER TECHNOLOGIES, INC	\$2,725.00
33296	2/5/2024	2969	UNIVERSE TECHNICAL TRANSLATION	\$2,240.10
33297	2/5/2024	6455	US ACUTE CARE SOLUTIONS	\$30.43
33298	2/5/2024	2989	USACS OF COLORADO INC	\$180.70
33299	2/5/2024	6967	YOUNGER LAW OFFICE	\$180.00
Bank Account Totals:				\$577,730.36
Total Of Checks:				\$577,730.36

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

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	Account:	475661538		
-22686	2/5/2024	3097	WHEATLAND ELECTRIC COOP	\$172.84
-22685	2/5/2024	3014	VICTORY ELECTRIC	\$14.38
-22684	2/5/2024	2242	MIDWEST ENERGY INC	\$109.01
-22683	2/5/2024	6296	IDEA TEK TELCOM	\$7,068.58
-22682	2/5/2024	6289	FINNEY COUNTY TREASURER	\$28.75
-22681	2/5/2024	6365	COMMERCE BANK	\$8,581.35
-22679	2/5/2024	1107	COMMERCE BANK	\$100,870.82
-22678	2/5/2024	1107	COMMERCE BANK	\$11,205.01
-22676	2/5/2024	1049	CITY OF GARDEN CITY	\$4,203.45
-22675	2/5/2024	941	BLUE CROSS BLUE SHIELD OF KS	\$298,327.50
-22674	2/5/2024	937	BLACK HILLS ENERGY	\$387.83
Bank Account Totals:				\$430,969.52
Total Of Wires:				\$430,969.52

MEMORANDUM

TO: County Commission
THRU:
FROM: County Clerk
DATE: February 5, 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:
2023

TAX ROLL CORRECTION - GAS
AAELT009

Printed by / Date Time
mchairez 1/29/2024 10:24:25AM

TaxPayer AMER00029
AMERICAN WARRIOR INC #1233

PO BOX 399
GARDEN CITY, KS 67846-0399

System Control # 2024000018
County Control # 2024000018
CAMA # 0-0-0-0-0-0-0-0
TU 90 GC 457
Quick Ref.

Tax Year 2023

Lease # 0004321
DEINES #1-20
Interest 0.00000000
Interest Type WK

APPRaiser SECTION (Value) Jan 22 2024 2:34PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

Penalty %			Penalty %			Net Change
0.00			0.00			
Value	Penalty	Total	Value	Penalty	Total	
714	0	714	0	0	0	-714

Tax Year:
2023

TAX ROLL CORRECTION - GAS
AAELT009

Printed by / Date Time
mchairez 1/29/2024 10:24:25AM

TaxPayer HUBE00026
HUBER SAND INC

PO BOX 1359
GARDEN CITY, KS 67846-1359

System Control # 2024000019
County Control # 2024000019
CAMA # 0-0-0-0-0-0-0-0
TU 90 GC 457
Quick Ref.

Tax Year 2023

Lease # 0004321
DEINES #1-20

Interest 0.70246273

Interest Type WK

APPRaiser SECTION (Value) Jan 22 2024 2:34PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

Penalty %			Penalty %			Net Change
0.00			0.00			
Value	Penalty	Total	Value	Penalty	Total	
0	0	0	714	0	714	714

Tax Year:
2023

TAX ROLL CORRECTION - OIL
AAELT012

Printed by / Date Time
mchairez 1/29/2024 10:27:05AM

TaxPayer BERE00005
BEREXCO LLC

System Control # 2024000012
County Control # 2024000012
CAMA # 0-0-0-0-0-0-0-0
TU 50 T 363 JWD
Quick Ref.

Tax Year 2023

Lease # 0030233
WEEDE 1

2020 N BRAMBLEWOOD ST
WICHITA, KS 67206-1094

Interest 0.68066875

Interest Type WK

APPRAISER SECTION (Value)

Jan 12 2024 2:13PM Sondra Kendall Approved

Assessed Prior To Correction:

Assessed After Correction:

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>4,191</u>	<u>0</u>	<u>4,191</u>

	Penalty %	
	<u>0.00</u>	
Value	Penalty	Total
<u>2,981</u>	<u>0</u>	<u>2,981</u>

Net Change
-1,210

Comment: 2023-3609-TX - KSA 79-201 t(a) LOW PRODUCTION EXEMPTION

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Print

Tax Prior To Correction:

Tax After Correction:

Levy 128.17300 Gen Tax 537.18

Levy 128.17300 Gen Tax 382.08

Net Change
-155.10

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-1,210</u>
Applicable Mill Levy	<u>128.17300</u>
Net Change in Total Tax Dollars	<u>-155.10</u>
Refund Amount	<u>0.00</u>

Type of Correction Abate
Correction Code BO
Tax Statement # 35649

Comments 2023-3609-TX - KSA 79-201 t(a) LOW PRODUCTION EXEMPTION

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
mchairez 1/29/2024 10:27:57AM

TaxPayer RODR00493

RODRIGUEZ ARRIAGA LUIS DANIEL

PO BOX 503

HOLCOMB, KS 67851-0503

System Control # 2024000009

User Control # 2024000009

Cama # 263-07-0-20-14-002-01-0-01

Tax Unit 5 HOLCOMB

Property Location 100 S Henderson ST - Holcomb, KS 67851

Tax Year 2023

Doc # 19753

Quick Ref.

APPRAISER SECTION (Value)

Jan 12 2024 4:53PM Sondra Kendall Approved

Appraised Prior To Correction:

Value	Penalty %
<u>4,836</u>	<u>25.00</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>1,451</u>	<u>363</u>	<u>1,814</u>

Watercraft Only Assessed Prior To Correction:

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

Comment: ESCAPED TAX - PURCH 2015 CONT UTIL TRLR 7/2021 NEVER TITLED

Appraised After Correction:

Value	Penalty %
<u>4,836</u>	<u>25.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>1,451</u>	<u>363</u>	<u>1,814</u>

Watercraft Only Assessed After To Correction:

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

<u>0</u>

<u>0</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

Tax Prior To Correction:

Levy	<u>158.057000</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>286.72</u>
		SB41 \$	<u>0.00</u>
Exempt Tax Dollars	<u>286.72</u>		<u>286.72</u>

Net Change

<u>286.72</u>

<u>0.00</u>

<u>286.72</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value 0

Mill Levy 158.057000

Net Change in Levied Tax Dollars 286.72

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars 286.72

Refund Amount 0.00

Type of Correction Escape

Correction Code CL

Tax Statement #

Comments ESCAPED TAX - PURCH 2015 CONT UTIL TRLR 7/2021 NEVER TITLED

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
mchairez 1/29/2024 10:27:57AM

TaxPayer MEDI00142

MEDINA MARISELA

812 BANCROFT ST
GARDEN CITY, KS 67846-4904

System Control # 2024000011

User Control # 2024000011

Cama # 261-02-0-00-01-019-00-0-0

Tax Unit 93 GC 457 DD1

Property Location 2601 W MARY #411 - KS 67846

Tax Year 2023

Doc # 19755

Quick Ref.

APPRAISER SECTION (Value)

Jan 11 2024 9:44AM 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>
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Exempt Value: 0

Comment: PURCHASED 1996 SCHULT MH VIN-930 ON 5/31/23

Appraised After Correction:

Value	Penalty %
<u>21,826</u>	<u>25.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>2,510</u>	<u>0</u>	<u>2,510</u>

Watercraft Only Assessed After To Correction:

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

Exempt Value: 0

Net Change
<u>21,826</u>

<u>2,510</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

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>313.84</u>
		SB41 \$	<u>50.20</u>
Exempt Tax Dollars			<u>263.64</u>

Net Change

<u>313.84</u>
<u>-50.20</u>
<u>263.64</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value 2,510

Mill Levy 125.035000

Net Change in Levied Tax Dollars 313.84

Net Change in Exempt Tax Dollars -50.20

Net Change in Total Tax Dollars 263.64

Refund Amount 0.00

Comment:

Type of Correction Escape

Correction Code CL

Tax Statement #

Comments PURCHASED 1996 SCHULT MH VIN-930 ON 5/31/23

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
mchairez 1/29/2024 10:27:57AM

TaxPayer CONL00009

System Control # 2024000016

Tax Year 2023

CONLEY KEITH J &
CONLEY EDNA M
104 BARBER AVE
HOLCOMB, KS 67851-9767

User Control # 2024000016
Cama # 263-07-0-10-05-003-00-0-01

Doc # 8225
Quick Ref.

Tax Unit 5 HOLCOMB
Property Location 104 BARBER AVE - KS 67851

Check Payable to: CONLEY KEITH J &

APPRAISER SECTION (Value)

Jan 26 2024 11:02AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>15,596</u>	<u>0.00</u>

Appraised After Correction:

Value	Penalty %
<u>4,089</u>	<u>0.00</u>

Net Change
<u>-11,507</u>

Non-Watercraft Assessed Prior To Correction:

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

Non-Watercraft Assessed After Correction:

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

<u>0</u>

Watercraft Only Assessed Prior To Correction:

<u>779</u>	<u>0</u>	<u>779</u>
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Watercraft Only Assessed After To Correction:

<u>204</u>	<u>0</u>	<u>204</u>
------------	----------	------------

<u>-575</u>

Exempt Value: 0

Exempt Value: 0

<u>0</u>

Comment: 2001 LUND BOAT VIN-9XM IT WAS MOVED TO TREGO COUNTY

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

Tax Prior To Correction:

Tax After Correction:

Levy	158.057000	Gen Tax	
			<u>113.64</u>
WC Levy	<u>0.145875</u>	SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>113.64</u>

Levy		Gen Tax	
			<u>29.76</u>
WC Levy	<u>0.145875</u>	SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>29.76</u>

Net Change
<u>-83.88</u>
<u>0.00</u>
<u>-83.88</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-575</u>
Mill Levy	<u>158.057000</u>
Watercraft Levy	<u>0.145875</u>
Net Change in Levied Tax Dollars	<u>-83.88</u>
Net Change in Exempt Tax Dollars	<u>0.00</u>
Net Change in Total Tax Dollars	<u>-83.88</u>
Refund Amount	<u>83.88</u>

Type of Correction	<u>Abate</u>
Correction Code	<u>CL</u>
Tax Statement #	<u>20392</u>

Comments 2001 LUND BOAT VIN-9XM IT WAS MOVED TO TREGO COUNTY

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
mchairez 1/29/2024 10:27:57AM

TaxPayer GRAM00007

System Control # 2024000013

Tax Year 2023

GRAMAJO JORGE

User Control # 2024000013

Doc # 15675

GRAMAJO GUADALUPE

Cama # 277-25-0-20-04-024-00-0-01

Quick Ref.

5735 E OLD POST RD

Tax Unit 108 GC 457 DD2 SD3

Property Location 5735 OLD POST RD - KS 67846

Check Payable to: GRAMAJO JORGE

APPRAISER SECTION (Value)

Jan 16 2024 4:35PM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>19,665</u>	<u>50.00</u>

Appraised After Correction:

Value	Penalty %
<u>19,665</u>	<u>25.00</u>

Net Change
<u>0</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>2,261</u>	<u>1,130</u>	<u>3,391</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>2,261</u>	<u>565</u>	<u>2,826</u>

<u>-565</u>

Watercraft Only Assessed Prior To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
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Watercraft Only Assessed After To Correction:

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

<u>0</u>

Exempt Value: 0

Exempt Value: 0

<u>0</u>

Comment: PER SIGNATURE DATE ADJUST PENALTY

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

Tax Prior To Correction:

Tax After Correction:

Levy	Gen Tax	SB41 \$
<u>129.576000</u>	<u>439.40</u>	<u>45.24</u>

Exempt Tax Dollars 394.16

Levy	Gen Tax	SB41 \$
	<u>366.20</u>	<u>45.24</u>

Exempt Tax Dollars 320.96

Net Change
<u>-73.20</u>
<u>0.00</u>
<u>-73.20</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value -565

Type of Correction Abate

Mill Levy 129.576000

Correction Code CL

Tax Statement # 23574

Net Change in Levied Tax Dollars -73.20

Net Change in Exempt Tax Dollars 0.00

Comments PER SIGNATURE DATE ADJUST PENALTY

Net Change in Total Tax Dollars -73.20

Refund Amount 73.20

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 - PERSONAL PROPERTY
AAELT013

Printed by / Date Time
mchairez 1/29/2024 10:27:57AM

TaxPayer RUPP00027

System Control # 2024000022

Tax Year 2022

RUPP PATRICK C

User Control # 2024000022

Doc # 15625

Cama # 277-25-0-20-06-010-00-0-01

Quick Ref.

222 S 10TH ST

WAKEENEY, KS 67672-2520

Tax Unit 107 GC 457 SD3

Property Location 1135 ROLLING HILLS - KS 67846

APPRAISER SECTION (Value)

Jan 29 2024 9:42AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>14,933</u>	<u>0.00</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>3,992</u>	<u>0</u>	<u>3,992</u>

Watercraft Only Assessed Prior To Correction:

<u>81</u>	<u>0</u>	<u>81</u>
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Exempt Value: 0

Comment: TAX GRIEVANCE 1987 PETERBILT 379 VIN-5691 REPORTED TAGGED 2022

Appraised After Correction:

Value	Penalty %
<u>6,626</u>	<u>0.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>1,500</u>	<u>0</u>	<u>1,500</u>

Watercraft Only Assessed After To Correction:

<u>81</u>	<u>0</u>	<u>81</u>
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Exempt Value: 0

<u>-8,307</u>

<u>-2,492</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

Tax Prior To Correction:

Tax After Correction:

Levy	133.573000	Gen Tax	<u>545.22</u>
WC Levy	<u>0.147609</u>	SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>545.22</u>

Comment:

Levy		Gen Tax	<u>212.36</u>
WC Levy	<u>0.147609</u>	SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>212.36</u>

Net Change

<u>-332.86</u>

<u>0.00</u>

<u>-332.86</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value -2,492

Mill Levy 133.573000

Watercraft Levy 0.147609

Net Change in Levied Tax Dollars -332.86

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars -332.86

Refund Amount 0.00

Type of Correction Abate

Correction Code CL

Tax Statement # 22297

Comments TAX GRIEVANCE 1987 PETERBILT 379 VIN-5691 REPORTED TAGGED 2022

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
mchairez 1/29/2024 10:27:57AM

TaxPayer UNGE00032

UNGER ABRAM

2255 W 6 MILE RD LOT 1
GARDEN CITY, KS 67846-8136

System Control # 2024000017

User Control # 2024000017

Cama # 231-12-0-00-001-02-0-01

Tax Unit 75 GC 363

Property Location 2255 W SIX MILE LOT 1 - GARDEN CITY, KS 67846

Tax Year 2023

Doc # 19683

Quick Ref.

APPRAISER SECTION (Value)

Jan 26 2024 11:02AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>55,890</u>	<u>25.00</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>16,767</u>	<u>4,192</u>	<u>20,959</u>

Watercraft Only Assessed Prior To Correction:

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

Comment: ESCAPED 2023 TAXES 1984 RIVER OAKS MH VIN-53KS

Appraised After Correction:

Value	Penalty %
<u>68,187</u>	<u>25.00</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>18,181</u>	<u>4,192</u>	<u>22,373</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>12,297</u>

<u>1,414</u>

<u>0</u>

<u>0</u>

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

Tax Prior To Correction:

Levy	<u>128.556000</u>	Gen Tax	<u>2694.44</u>
		SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>2694.44</u>

Comment:

Tax After Correction:

Levy		Gen Tax	<u>2876.22</u>
		SB41 \$	<u>28.28</u>
Exempt Tax Dollars			<u>2847.94</u>

Net Change

<u>181.78</u>

<u>-28.28</u>

<u>153.50</u>

TREASURER SECTION (Summary)

Net Change in Assessed Value 1,414

Mill Levy 128.556000

Net Change in Levied Tax Dollars 181.78

Net Change in Exempt Tax Dollars -28.28

Net Change in Total Tax Dollars 153.50

Refund Amount 0.00

Comment:

Type of Correction Escape

Correction Code CL

Tax Statement # 25609

Comments ESCAPED 2023 TAXES 1984 RIVER OAKS MH VIN-53KS

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 - PERSONAL PROPERTY
AAELT013

Printed by / Date Time
mchairez 1/29/2024 10:27:57AM

TaxPayer AMER00025

System Control # 2024000023

Tax Year 2020

AMERICAN WARRIOR INC #1233

User Control # 2024000023

Doc # 12736

CECIL O'BRATE

Cama # 261-02-0-00-01-010-00-0-01

Quick Ref.

PO BOX 399

Tax Unit 93 GC 457 DD1

Property Location 3118 CUMMINGS RD - KS 67846

GARDEN CITY, KS 67846-0399

Check Payable to: AMERICAN WARRIOR INC #1233

APPRAISER SECTION (Value)

Jan 29 2024 9:42AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>99,366</u>	<u>50.00</u>

Appraised After Correction:

Value	Penalty %
<u>61,841</u>	<u>50.00</u>

Net Change
<u>-37,525</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>26,718</u>	<u>7,730</u>	<u>34,448</u>

Non-Watercraft Assessed After Correction:

Value	Penalty	Total
<u>15,460</u>	<u>7,730</u>	<u>23,190</u>

<u>-11,258</u>

Watercraft Only Assessed Prior To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
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Watercraft Only Assessed After To Correction:

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

<u>0</u>

Exempt Value: 0

Exempt Value: 0

0

Comment: 2018 RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA, TAGGED COMERCIAL STARING IN 2019, PAID FLEET TAXES AND PERSOANL PROPERTY TAXES.

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

Tax Prior To Correction:

Tax After Correction:

Levy	Gen Tax	SB41 \$
<u>126.531810</u>	<u>4358.78</u>	<u>0.00</u>

Levy	Gen Tax	SB41 \$
	<u>2934.28</u>	<u>0.00</u>

Net Change
<u>-1,424.50</u>
<u>0.00</u>

Exempt Tax Dollars 4358.78

Exempt Tax Dollars 2934.28

-1,424.50

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value -11,258

Type of Correction Abate

Mill Levy 126.531810

Correction Code CL

Tax Statement # 20430

Net Change in Levied Tax Dollars -1,424.50

Net Change in Exempt Tax Dollars 0.00

Net Change in Total Tax Dollars -1,424.50

Refund Amount 1,424.50

Comments 2018 RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA, TAGGED COMERCIAL STARING IN 2019, PAID FLEET TAXES AND PERSOANL PROPERTY TAXES.

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
mchairez 1/29/2024 10:27:57AM

TaxPayer SOLI00062

System Control # 2024000027

Tax Year 2023

SOLIS-MOREYAN JUAN P

User Control # 2024000027

Doc # 18478

Cama # 273-05-0-30-04-021-00-0-

Quick Ref. 6547

2810 KRIS PL

GARDEN CITY, KS 67846-7331

Tax Unit 2 GARDEN CITY DD2

Property Location 2810 KRIS PL - KS 67846

Check Payable to: SOLIS-MOREYAN JUAN P

APPRAISER SECTION (Value)

Jan 29 2024 10:17AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Penalty %
<u>40,281</u>	<u>25.00</u>

Appraised After Correction:

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

Net Change
<u>-40,281</u>

Non-Watercraft Assessed Prior To Correction:

Value	Penalty	Total
<u>12,084</u>	<u>3,021</u>	<u>15,105</u>

Non-Watercraft Assessed After Correction:

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

<u>-15,105</u>

Watercraft Only Assessed Prior To Correction:

<u>0</u>	<u>0</u>	<u>0</u>
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Watercraft Only Assessed After To Correction:

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

<u>0</u>

Exempt Value: 0

Exempt Value: 0

<u>0</u>

Comment: SOLD 1995 PETERBILT 379 VIN-5978 ON 11/2022

CLERK SECTION (Tax)

Jan 29 2024 10:27AM Mia Chairez Order to Pri

Tax Prior To Correction:

Tax After Correction:

Levy	161.551000	Gen Tax	2440.24
WC Levy		SB41 \$	<u>0.00</u>
Exempt Tax Dollars			<u>2440.24</u>

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

Net Change
<u>-2,440.24</u>
<u>0.00</u>
<u>-2,440.24</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-15,105</u>
Mill Levy	<u>161.551000</u>
Watercraft Levy	
Net Change in Levied Tax Dollars	<u>-2,440.24</u>
Net Change in Exempt Tax Dollars	<u>0.00</u>
Net Change in Total Tax Dollars	<u>-2,440.24</u>
Refund Amount	<u>1,464.14</u>

Type of Correction	<u>Abate</u>
Correction Code	<u>CL</u>
Tax Statement #	<u>21114</u>

Comments SOLD 1995 PETERBILT 379 VIN-5978 ON 11/2022

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 - REAL ESTATE
AAELT014

Printed by / Date Time
mchairez 1/29/2024 10:29:04AM

Taxpayer THEV00002
THE VALLEY STATE BANK

PO BOX 1768
GARDEN CITY, KS 67846-1768

System Control # 2024000020
User Control # 2024000020
CAMA # 273-05-0-30-03-006-01-0-00

Tax Unit 2 GARDEN CITY DD2

Parcel 2730503003006010

USD USD 457

Tax Year 2023
Tract #
Type of Correction Abate
Quick Ref. R6457

STONE ADDITION---403. S05. T24. R32W.
BLOCK 02, Lot 10, TR BEG 125.92' S OF NE
COR LOT 10 TH SWLY 24.08' TH NWLY 153.17'
TH NLY 16.28' TH SELY 137.8' TO POB

Property Location 2808 Eldorado PL - Garden City, KS 67846

APPRAISER SECTION (Value) Jan 25 2024 10:19AM Dori Munyan Approved

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	4,770	127,840	132,610
Total	4,770	127,840	132,610

Appraised After Correction:

CL	Land	Imp	Total	Net Change
RU	4,770	127,840	132,610	0
Total	4,770	127,840	132,610	0

Assessed Prior to Correction:

CL	Land	Imp	Total
RU	549	14,702	15,251
Total	549	14,702	15,251
SDX			4,836

Assessed After Correction:

CL	Land	Imp	Total	Net Change
RU	549	14,702	15,251	0
Total	549	14,702	15,251	0
SDX			4,836	0

Comment: NAME CHANGE ONLY - DO NOT SEND STATEMENT

CLERK SECTION (Tax) Jan 29 2024 10:29AM Mia Chairez Order to Print

Tax Prior to Correction

Levy <u>161.55100</u>	Gen Tax	<u>2,463.82</u>
	SDX \$	<u>96.72</u>
SDX Tax Dollars		<u>2,367.10</u>

Tax After Correction

Levy <u>161.55100</u>	Gen Tax	<u>2,463.82</u>	Net Change
	SDX \$	<u>96.72</u>	<u>0.00</u>
SDX Tax Dollars		<u>2,367.10</u>	<u>0.00</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SDX influence)

Applicable Mill Levy 161.55100

Net Change in Levied Tax Dollars 0.00

Net Change in SDX Exemption 0.00

Net Change in Total Tax Dollars 0.00

Refund Amount 0.00

Type of Correction Abate

Correction Code CL

Tax Statement # 15295

Owner HOKE00006

HOKE PHILIP

2808 ELDORADO PL # 2

GARDEN CITY, KS 67846-7431

Comment:

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

, Kansas. _____
(Date)

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year:
2023

TAX ROLL CORRECTION - REAL ESTATE
AAELT014

Printed by / Date Time
mchairez 1/29/2024 10:29:04AM

Taxpayer TMRE00002

TM RENTALS LLC

1509 SUNDANCE CIR
GARDEN CITY, KS 67846-7354

System Control # 2024000021
User Control # 2024000021
CAMA # 273-05-0-30-03-005-00-0-00

Tax Unit 2 GARDEN CITY DD2

Parcel 2730503003005000

USD USD 457

Tax Year 2023

Tract #

Type of Correction Abate

Quick Ref. R6455

STONE ADDITION---403. S05. T24. R32W.
BLOCK 02. PT LOT 10 DESC AS BEG AT THE
NE COR LOT 10 TH S 125.92 TH NW 137.8 TH
NE 25 TH E 85 TO POB

Property Location 2808 Eldorado PL - Garden City, KS 67846

APPRAISER SECTION (Value)

Jan 25 2024 10:19AM Dori Munyan Approved

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	6,200	143,150	149,350
Total	6,200	143,150	149,350

Appraised After Correction:

CL	Land	Imp	Total	Net Change
RU	6,200	143,150	149,350	0
Total	6,200	143,150	149,350	0

Assessed Prior to Correction:

CL	Land	Imp	Total
RU	713	16,462	17,175
Total	713	16,462	17,175
SDX			4,836

Assessed After Correction:

CL	Land	Imp	Total	Net Change
RU	713	16,462	17,175	0
Total	713	16,462	17,175	0
SDX			4,836	0

Comment: NAME CHANGE ONLY - DO NOT SEND STATEMENT

CLERK SECTION (Tax)

Jan 29 2024 10:29AM Mia Chairez Order to Print

Tax Prior to Correction

Levy <u>161.55100</u>	Gen Tax	<u>2,774.64</u>
	SDX \$	<u>96.72</u>
SDX Tax Dollars		<u>2,677.92</u>

Tax After Correction

Levy <u>161.55100</u>	Gen Tax	<u>2,774.64</u>	Net Change
	SDX \$	<u>96.72</u>	<u>0.00</u>
SDX Tax Dollars		<u>2,677.92</u>	<u>0.00</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SDX influence)

Applicable Mill Levy 161.55100

Net Change in Levied Tax Dollars 0.00

Net Change in SDX Exemption 0.00

Net Change in Total Tax Dollars 0.00

Refund Amount 0.00

Type of Correction Abate

Correction Code CL

Tax Statement # 15260

Owner TMRE00002

TM RENTALS LLC

1509 SUNDANCE CIR

GARDEN CITY, KS 67846-7354

Comment:

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

, Kansas.

(Date)

Approved by Commission:

Attest by County Clerk:

Tax Year:
2021

TAX ROLL CORRECTION - TRUCKS
AAELT017

Printed by / Date Time
mchairez 1/29/2024 10:29:56AM

TaxPayer AMER00025

System Control # 2024000024

Tax Year 2021

User Control # 2024000024

AMERICAN WARRIOR INC #1233

CECIL O'BRATE

PO BOX 399

GARDEN CITY, KS 67846-0399

Check Payable to: AMERICAN WARRIOR INC #1233

TU 93 GC 457 DD1

Truck Year 2018

Truck VIN 3C7WR9CL2JG325310

Description DODGE RAM

Doc # 12736

Quick Ref.

APPRAISER SECTION (Value)

Jan 29 2024 9:43AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Total
<u>21,494</u>	<u>21,494</u>

Appraised After Correction:

Value	Total
<u>21,494</u>	<u>21,494</u>

Net Change
<u>0</u>

Assessed Prior To Correction:

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

Assessed After Correction:

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

Net Change
<u>0</u>

Comment: 2018 DODGE RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA. TAGGED COMERCIAL STARING IN 2019. PAID FLEET TAXES AND PERSONAL PROPERTY TAXES.

CLERK SECTION (Tax)

Jan 29 2024 10:29AM Mia Chairez Order to Print

Tax Prior To Correction:

MV Levy	0.121018	Gen Tax	780.40
<u>0.121018</u>		<u>780.40</u>	

Tax After Correction:

MV Levy	0.121018	Gen Tax	0.00
<u>0.121018</u>		<u>0.00</u>	

Net Change
<u>-780.40</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>0</u>
Applicable Motor Vehicle Levy	<u>0.121018</u>
Net Change in Total Tax Dollars	<u>-780.40</u>

Type of Correction	<u>Abate</u>
Correction Code	<u>CL</u>
Tax Statement #	<u>30008</u>

Refund Amount	<u>780.40</u>
---------------	---------------

Comments 2018 DODGE RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA. TAGGED COMERCIAL STARING IN 2019. PAID FLEET TAXES AND PERSONAL PROPERTY TAXES.

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 - TRUCKS
AAELT017

Printed by / Date Time
mchairez 1/29/2024 10:29:56AM

TaxPayer AMER00025

System Control # 2024000025

Tax Year 2022

User Control # 2024000025

AMERICAN WARRIOR INC #1233

CECIL O'BRATE

PO BOX 399

GARDEN CITY, KS 67846-0399

Check Payable to: AMERICAN WARRIOR INC #1233

TU 93 GC 457 DD1

Truck Year 2018

Truck VIN 3C7WR9CL2JG325310

Description DODGE #96 RAM

Doc # 12736

Quick Ref.

APPRAISER SECTION (Value)

Jan 29 2024 9:43AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Total
<u>15,530</u>	<u>15,530</u>

Appraised After Correction:

Value	Total
<u>18,270</u>	<u>18,270</u>

Net Change
<u>2,740</u>

Assessed Prior To Correction:

Value	Penalty	Total
<u>3,106</u>	<u>0</u>	<u>3,106</u>

Assessed After Correction:

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

Net Change
<u>-3,106</u>

Comment: 2018 DODGE RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA. TAGGED COMERCIAL STARING IN 2019. PAID FLEET TAXES AND PERSONAL PROPERTY TAXES.

CLERK SECTION (Tax)

Jan 29 2024 10:29AM Mia Chairez Order to Print

Tax Prior To Correction:

MV Levy	0.124557	Gen Tax	455.14
<u>0.124557</u>		<u>455.14</u>	

Tax After Correction:

MV Levy	0.124557	Gen Tax	0.00
<u>0.124557</u>		<u>0.00</u>	

Net Change
<u>-455.14</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value -3,106

Applicable Motor Vehicle Levy 0.124557

Net Change in Total Tax Dollars -455.14

Type of Correction Abate

Correction Code CL

Tax Statement # 30006

Refund Amount 455.14

Comments 2018 DODGE RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA. TAGGED COMERCIAL STARING IN 2019. PAID FLEET TAXES AND PERSONAL PROPERTY TAXES.

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 - TRUCKS
AAELT017

Printed by / Date Time
mchairez 1/29/2024 10:29:56AM

TaxPayer AMER00025

System Control # 2024000026

Tax Year 2023

User Control # 2024000026

AMERICAN WARRIOR INC #1233

CECIL O'BRATE

PO BOX 399

GARDEN CITY, KS 67846-0399

Check Payable to: AMERICAN WARRIOR INC #1233

TU 93 GC 457 DD1

Truck Year 2018

Truck VIN 3C7WR9CL2JG325310

Description DODGE #96 RAM

Doc # 12736

Quick Ref.

APPRAISER SECTION (Value)

Jan 29 2024 9:43AM Ana Garcia Approved

Appraised Prior To Correction:

Value	Total
<u>15,530</u>	<u>15,530</u>

Appraised After Correction:

Value	Total
<u>15,530</u>	<u>15,530</u>

Net Change
<u>0</u>

Assessed Prior To Correction:

Value	Penalty	Total
<u>3,106</u>	<u>776</u>	<u>3,882</u>

Assessed After Correction:

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

Net Change
<u>-3,882</u>

Comment: 2018 DODGE RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA. TAGGED COMERCIAL STARING IN 2019. PAID FLEET TAXES AND PERSONAL PROPERTY TAXES.

CLERK SECTION (Tax)

Jan 29 2024 10:29AM Mia Chairez Order to Print

Tax Prior To Correction:

MV Levy	Gen Tax
<u>0.127609</u>	<u>495.44</u>

Tax After Correction:

MV Levy	Gen Tax
<u>0.127609</u>	<u>0.00</u>

Net Change
<u>-495.44</u>

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	<u>-3,882</u>
Applicable Motor Vehicle Levy	<u>0.127609</u>
Net Change in Total Tax Dollars	<u>-495.44</u>

Type of Correction	<u>Abate</u>
Correction Code	<u>CL</u>
Tax Statement #	<u>30006</u>

Refund Amount 247.72

Comments 2018 DODGE RAM VIN-5310 TAX GRIEVANCE 79-1701e KSA. TAGGED COMERCIAL STARING IN 2019. PAID FLEET TAXES AND PERSONAL PROPERTY TAXES.

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: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 5, 2024
RE: FC2023-59 Parcel Plat - VFF Subdivision #1

DISCUSSION:

Consideration of the Parcel Plat, VFF Subdivision #1, Finney County, Kansas.

BACKGROUND:

Palmberg Land Surveying Services, is requesting to plat the VFF Subdivision #1. The property is generally located 19535 N. Big Lowe Road, Finney County, Kansas (Figure 1). Lot 1, Block 1 contains +/- 4.963 acres. There is currently a home on the property and three other accessory structures. The property is currently zoned "A" Agricultural District. Since the lot is less than 40 acres and does not meet the acreage requirements for "A" Agricultural district, the owner will need to go through the rezone process to have a residential zoning district.

The plat was presented for review on January 25, 2024, and met the minimum requirements of the Subdivision and Zoning Regulations.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Parcel Plat request at the December 21, 2023, meeting.

Members Present - 9

Yea vote - 9

Nay vote - 0

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: approve the Parcel Plat.

FISCAL And/Or POLICY IMPACT:

None.

ATTACHMENTS:

Description

Vicinity Map

PC Minute Excerpt

Parcel Plat



MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

December 21, 2023

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, December 21, 2023, 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

Chairman Haeck called to order the Area Wide Planning Commission meeting at 9:00 a.m. The following Commission members were present: Member Anliker, Member Collins, Member Crockett, Vice-Chair Germann, Member Glass, Member Hitz, Member Michel, and Member Rupp. Also present were Secretary Maxwell, Staff Charles and Staff Thompson.

2. APPROVAL OF MINUTES – November 16, 2023

Member Glass made a motion to approve the minutes from November 16, 2023. *Member Collins* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Collins	Crockett	Germann	Glass	Haeck	Hitz	Michel	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	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

FC2023-59: Palmberg Land Surveying Services has filed an application for consideration of the VFF Subdivision #1 parcel plat, generally located at 19535 N. Big Lowe Road, Finney County, KS, at the request of S-K Family, LLC.

Staff Thompson- Presented staff report.

VICE-CHAIR GERMANN MADE A MOTION TO RECOMMEND APPROVAL OF THE VFF SUBDIVISION #1 PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER ANLIKER SECONDED THE MOTION.

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

Anliker	Collins	Crockett	Germann	Glass	Haeck	Hitz	Michel	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

7. ADJOURN

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

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

Anliker	Collins	Crockett	Germann	Glass	Haeck	Hitz	Michel	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

The meeting was adjourned at 9:32 A.M.

Trent Maxwell
Aleecya Charles

Secretary
Staff

Nathaniel Haeck
Vicki Germann

Chairman
Vice-Chairman

A Parcel Plat in the NE/4 of Sec. 18, T21S, R33W
Finney County, Kansas



Vicinity Map
Not to Scale

Page 1 of 2

605 Main Street P.O. Box 38 Ashland, Kansas 67831
Garden City Office (620)277-2002 Ashland Office (620)255-9530
duane@plss-ks.com www.plss-ks.com

1. No Improvements are shown by agreement with Client
2. Easement and Setback are Not shown by agreement with Client
3. The Basis of Bearings is the E. line of the NE/4, assumed to be S 0°25'28" E.
4. Error of Closure: >1:

VFF Subdivision #1
A Parcel Plat in the NE/4 of Sec. 18, T21S, R33W
Finney County, Kansas

Date:11/18/2023

Project Number: SPFC23-50
Approved by: SR
Date: 25Jan2024
No. of Pages: 2(PLATS)
2nd Submittal



- △ Section Corner
- Set 1/2"x24" Rebar w/Pink Plastic Cap (Palmberg PS1382)
- ↘ Not To Scale
- <> GLO Distance

	<u>Acreage</u>
Lot 1, Block 1	4.963
Dedicated R/W	<u>0.776</u>
Total	5.739

E/4 Cor. Sec. 18
Found 1/2" Rebar with Aluminum Cap
Cress LS899

VFF Subdivision #1
A Parcel Plat in the NE/4 of Sec. 18, T21S, R33W
Finney County, Kansas

Land Surveyor's Boundary Description

A tract of land located in the Northeast Quarter of Section 18, Township 21 South, Range 33 West of the Sixth P.M. in Finney County, Kansas, described as follows:

Beginning at the Northeast Corner of said Section 18;
Thence on an assumed bearing of South 0°25'28" East, on the East line of said Northeast Quarter, for a distance of 500.00 feet;
Thence on a bearing of South 89°31'02" West for a distance of 500.00 feet;
Thence on a bearing of North 0°25'28" West for a distance of 500.00 feet to the North line of said Northeast Quarter;
Thence on a bearing of North 89°31'02" East, on said North line, for a distance of 500.00 feet to the Point of Beginning, as prepared by Duane K. Palmberg, PS 1382 on November 18, 2023.

The above described tract of land contains 5.739 acres, more or less, and is subject to easements and rights-of-ways of record.

Owner's Certification

State of Kansas)
) ss:
County of Finney)

I, Raymond J. Crist, Jr., Managing Member of S-K Family Farm, L.L.C., being the owner of the property described hereon, have caused the same to be surveyed and subdivided, and hereby dedicate said plat and additional road right-of-way.

Raymond J. Crist, Jr., Managing Member
S-K Family Farm, L.L.C.

Notary Acknowledgment

State of Kansas)
) ss:
County of Finney)

This dedication was acknowledged before me, the undersigned officer, by Raymond J. Crist, Jr., Managing Member of S-K Family Farm, L.L.C., this ____ day of _____, 2023

Notary Public
for Raymond J. Crist, Jr., Managing Member
S-K Family Farm, L.L.C.

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

The Plat described herein has been reviewed and considered by the Holcomb - Garden City - Finney County Area Planning Commission at it's regular meeting held this ____ day of _____, 2023, and the same is hereby recommended for approval.

Nathaniel Haeck, Chairman

Trent Maxwell, Director
Neighborhood & Development Services

ACCEPTANCE OF BOARD OF COUNTY COMMISSIONERS

I, Dori Munyan, Clerk of the Board of County Commissioners of Finney County, Kansas, hereby certify that said Board on ____ day of _____, 2024, accepted on behalf of the public the forgoing described parcel of real estate and road right-of-way for public use.

Dori Munyan, Clerk
Board of County Commissioners

Gerry Schultz, Chairman
Board of County Commissioners

Survey Review

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

I hereby certify, that this drawing represents the results of a field survey completed by me on November 18, 2023.

Palmberg Land Surveying Services, LLC

605 Main Street P.O. Box 38 Ashland, Kansas 67831
Garden City Office (620)277-2002 Ashland Office (620)255-9530
duane@plss-ks.com www.plss-ks.com

Notes:

1. No Improvements are shown by agreement with Client
2. Easement and Setback are Not shown by agreement with Client
3. The Basis of Bearings is the N line of Section 20, assumed to be N 89°47'55" E.
4. Error of Closure: >1:1,000,000 0.00'@N 0°00'00" E

VFF Subdivision #1

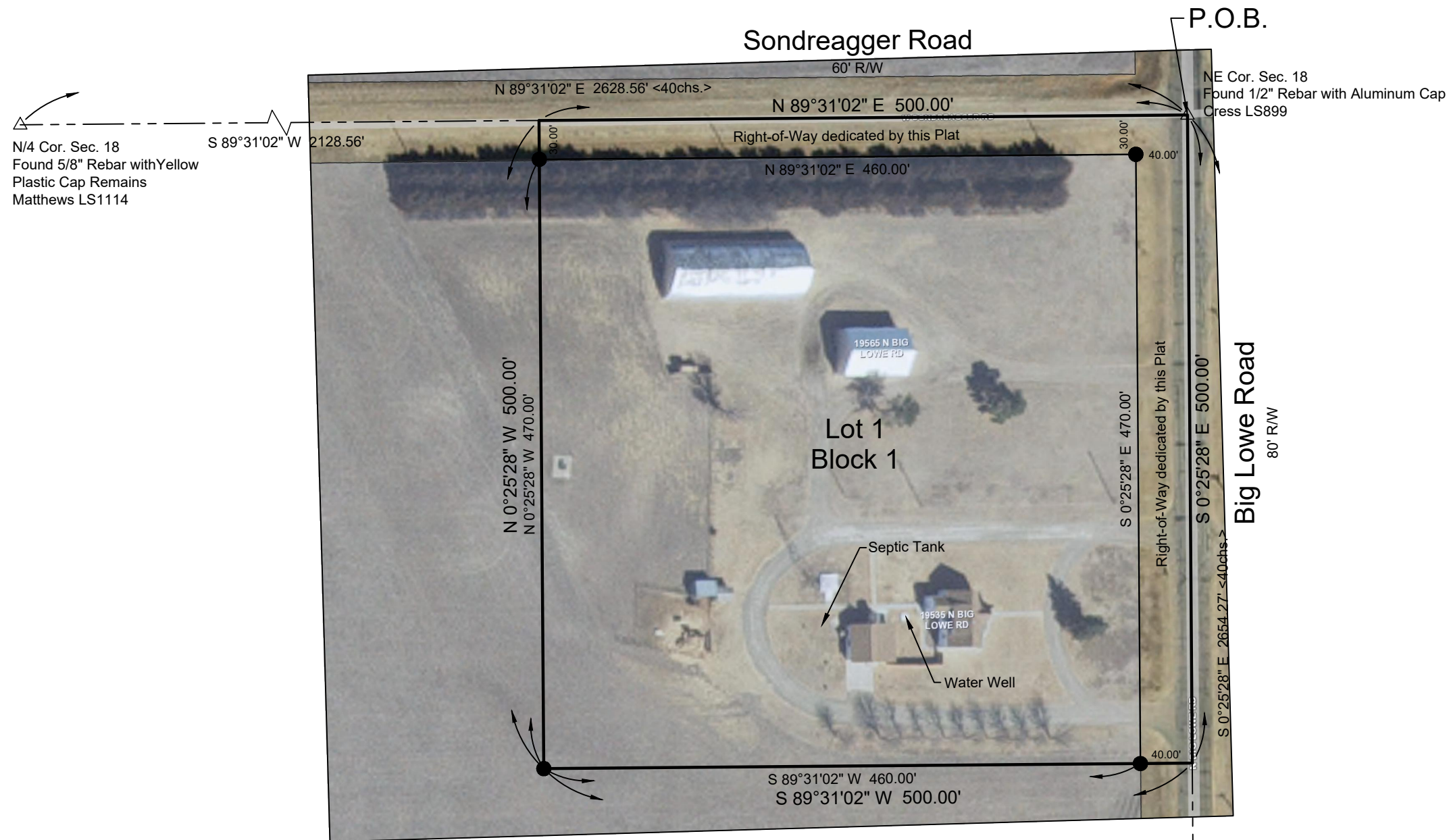
A Parcel Plat in the NE/4 of Sec. 18, T21S, R33W
Finney County, Kansas

File Name: 2023-061A

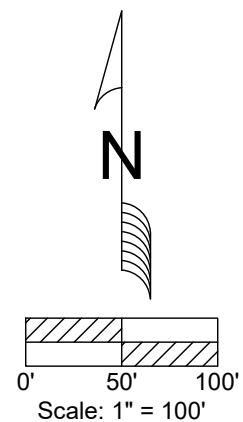
Job Number: 2023-061

Date:11/18/2023

VFF Subdivision #1
A Parcel Plat in the NE/4 of Sec. 18, T21S, R33W
Finney County, Kansas



Vicinity Map
Not to Scale



LEGEND

- △ Section Corner
- Set 1/2"x24" Rebar w/Pink Plastic Cap (Palmberg PS1382)
- Not To Scale
- < > GLO Distance

	Acreage
Lot 1, Block 1	4.963
Dedicated R/W	0.776
Total	5.739

E/4 Cor. Sec. 18
Found 1/2" Rebar with Aluminum Cap
Cress LS899

Palmberg Land Surveying Services, LLC 605 Main Street P.O. Box 38 Ashland, Kansas 67831 Garden City Office (620)277-2002 Ashland Office (620)255-9530 duane@plss-ks.com www.plss-ks.com		
Notes: 1. No Improvements are shown by agreement with Client 2. Easement and Setback are Not shown by agreement with Client 3. The Basis of Bearings is the E. line of the NE/4, assumed to be S 0°25'28" E. 4. Error of Closure: >1:		
VFF Subdivision #1 A Parcel Plat in the NE/4 of Sec. 18, T21S, R33W Finney County, Kansas		
File Name: 2023-061A	Job Number: 2023-061	Date: 11/18/2023

MEMORANDUM

TO: County Commission
THRU:
FROM: Trent Maxwell, Neighborhood & Development Services Director
DATE: February 5, 2024
RE: FC2023-60 Parcel Plat - VFF #2

DISCUSSION:

Consideration of the Parcel Plat, VFF Subdivision #2, Finney County, Kansas.

BACKGROUND:

Palmberg Land Surveying Services is requesting to plat the VFF Subdivision #2. The property is generally located at 18560 N. Big Lowe Road., Finney County, Kansas (Figure 1). Lot 1, Block 1 contains +/- 2.443 acres, and Lot 2, Block 1 contains +/- 4.885 acres. The owner plans to use both lots as residential. There is currently a home on each lot with several other accessory structures. The property is currently zoned "A" Agricultural District. The lots will be less than 40 acres and does not meet the acreage requirements for "A" Agricultural district the owner will need to go through the rezoning process for a residential zoning district.

The plat was presented for review on January 2, 2024, and met the minimum requirements of the Subdivision and Zoning Regulations.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Parcel Plat request at the January 18, 2024, meeting.

Members Present - 8

Yea vote - 8

Nay vote - 0

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: approve the Parcel Plat.

FISCAL And/Or POLICY IMPACT:

None.

ATTACHMENTS:

Description

Vicinity Map

Parcel Plat

PC Minute Excerpt

Memo | VFF Subdivision #2

Approximate Location

A

W MEAD RD

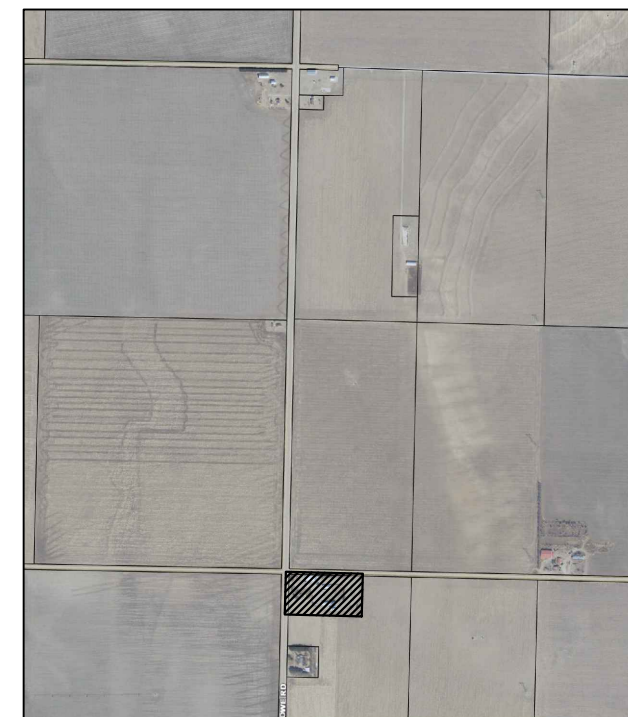
N BIG LOWER RD

W MEAD RD

R-R

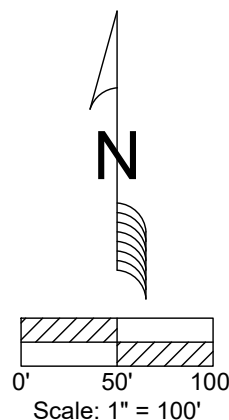
R-R

A Parcel Plat in the NW/4 of Sec. 20, T21S, R33W
Finney County, Kansas



Vicinity Map
Not to Scale

<u>Acreage</u>	
Lot 1, Block 1	2.443
Lot 2, Block 1	4.885
Dedicated R/W	<u>0.936</u>
Total	8.264



△ Section Corner
 ● Set 1/2"x24" Rebar w/Pink Plastic Cap (Palmberg PS1382)
 ↘ Not To Scale
 <> GLO Distance

Page 1 of 2

605 Main Street P.O. Box 38 Ashland, Kansas 67831
Garden City Office (620)277-2002 Ashland Office (620)255-9530
duane@plss-ks.com www.plss-ks.com

1. No Improvements are shown by agreement with Client
2. Easement and Setback are Not shown by agreement with Client
3. The Basis of Bearings is the N line of Section 20, assumed to be N 89°47'55" E.
4. Error of Closure: >1:

VFF Subdivision #2
A Parcel Plat in the NW/4 of Sec. 20, T21S, R33W
Finney County, Kansas

File Name: 2023-061B

Job Number: 2023-061

Date:11/18/2023

A Parcel Plat in the NW/4 of Sec. 20, T21S, R33W
Finney County, Kansas

A tract of land located in the Northwest Quarter of Section 20, Township 21 South, Range 33 West of the Sixth P.M. in Finney County, Kansas, described as follows:

The above described tract of land contains 8.264 acres, more or less, and is subject to easements and rights-of-ways of record.

Raymond J. Crist, Jr., Managing Member
S-K Family Farm, L.L.C.

Notary Public
for Raymond J. Crist, Jr., Managing Member
S-K Family Farm, L.L.C.

Trent Maxwell, Director
Neighborhood & Development Services

Gerry Schultz, Chairman
Board of County Commissioners

MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA PLANNING COMMISSION

January 18, 2024

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, January 19, 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

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

2. SWEARING IN OF MEMBERS- Jeff Crist & James Randall

3. ELECTION OF OFFICERS

Member Rupp made a motion to nominate Vicki Germann as Planning Commission Chairman. *Member Collins* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

Member Rupp made a motion to nominate Sean Collins as Planning Commission Vice-Chairman. *Member Crockett* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

Member Collins made a motion to nominate Planning Staff as Planning Commission Secretary. *Member Crist* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

4. APPROVAL OF MINUTES – December 21, 2023

Member Glass made a motion to approve the minutes from November 16, 2023. *Vice-Chair Collins* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

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

Motion passed.

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

OPEN PUBLIC COMMENT for items not on agenda.

CLOSED PUBLIC COMMENT

6. GENERAL STAFF REPORT AND UPDATE

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

7. SUBMITTAL OF EXHIBITS FOR THE RECORD

- a. **Finney County Zoning Regulations, Garden City Zoning Regulations and City of Holcomb Zoning Regulations all as amended.**
 - b. **Finney County, City of Garden City, and City of Holcomb Subdivision Regulations all as amended**
 - c. **Finney County, City of Garden City, and City of Holcomb Comprehensive Plans all as amended**
 - d. **All Visual Aid Presentations with Aerial Maps, Site Plans, and Plats**
 - e. **All application files in their entirety including Staff Reports**
8. **FC2023-60:** Palmberg Land Surveying Services, LLC has filed an application for consideration of the VFF Subdivision #2 parcel plat, generally located at 18560 N. Big Lowe Road, Finney County, KS, at the request of S-K Family Farm, LLC.

Staff Thompson- Presented staff report.

Staff Charles- Read comments received from Finney County Public Works- They do have some concerns with it. "Being the fact that there is only one well service for both properties. Leach lines for septic tanks must be at least ten feet away from the property lines of any structure. If the septic systems for either of the properties need to be replaced the owner will be required to install an ATU septic system". They would like us to mention that if they do have to replace their septic systems the ATU is the aeriated treatment unit much smaller than your typical septic system. Should they need to replace their septic system in the future they will have to go with the smaller unit that takes up less room and the leach lines are smaller.

Member Glass- Will that be included in the recommendations for this or is it just understood?

Staff Charles- We have mentioned this comment and Mackenzie also mentioned it to the surveyor so that their client is aware that if they do need to replace their septic system in the future, they will need to go with a smaller one. Those permits for the septic tank are pulled through Finney County so when they come to pull a permit, they will remind them that that is what they will have to do.

Member Crist- The reason for this plat is they want to build another residence there. It is a plat, and the farmer would like to split it to sell some of his ground. He is splitting this area into two lots.

Duane Palmberg, Applicant- The whole reason for this split and having two lots is because the zoning does not allow for two agricultural houses. If you have got two farmhouses on a lot, you can't have them. It's got to be split in two. I believe this subdivision is just for farm housing. The landowner is selling the ground to his nephew. The uncle is retiring and the VFF #1 is a mile north of here. It's a single house on a lot, not a big deal. That is why there are two lots, because they can't have two houses on a lot. It's all going to be under one ownership, they just need to be able to pass the county and city zoning.

General discussion of use of property.

Staff Charles- In ag if you have forty acres or more and you can have more than one house for your farm help or a family member. However, if you go down less than forty acres you cannot have the multiple houses on one lot because you are not meeting the agricultural requirements.

Mackenzie Phillips, Finney County Development Administrative Coordinator- Our main concern with those comments that we gave weren't based off if they have to do the ATU's if it fails. What our main concern is that we don't know where the septic systems are. They weren't identified and so the leach lines are required to be ten feet away from the property lines. So, we don't know where those leach lines are because they haven't been identified. We are concerned that it is going to be too close to the property lines. We are also concerned with the location of the septic systems in relation from the existing well and if for some reason twenty years from now those properties were sold separately the one well that is identified is on the other property. So, if that well services both of those homes that could be a problem in the future. I just wanted to elaborate on the comments that we made.

Chair Germann- So does this leach line issue create a problem with what we are doing?

Staff Charles- It could, should they be too close to it. We should identify where those are. For plats they are different than rezone. If you feel that they should be identified before or if Duane knows where they are and wants to elaborate on that he can do that.

Member Glass- I kind of feel that that information needs to be notes somewhere in this and not presumed. That needs to be clarified before we move forward if this passes.

Staff Charles- You can make it contingent on those being noted or identified. They aren't required to put it on the actual plat that gets recorded. They can provide us with a separate document that would satisfy Finney County Public Works showing where those are. So, you can still recommend approval of the plat noting that we will not let the final version of it go before the board of county commissioners until we have given the okay. As all plats, anytime it is contingent or they have items that they need to change we will always bring them before you to give them an opportunity, since you only meet once a month versus the board of county commissioners, the city commission and the Holcomb city council that meets twice a month. It gives them that ability and that time to fix any corrections that need to be done. So, you do have the ability to recommend approval contingent to them identifying where the leach lines are.

MEMBER CRIST MADE A MOTION TO RECOMMEND APPROVAL OF VFF SUBDIVISION #2 PARCEL PLAT PER STAFF RECOMMENDATION ALTERNATIVE 1. 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
Not Present	Yea	Yes	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

9. ADJOURN

MEMBER RUPP MADE A MOTION TO ADJOURN. 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
Not Present	Yea	Yea	Yea	Yea	Yea	Yea	Yea	Yea

Motion passed.

The meeting was adjourned at 9:59 A.M.

Trent Maxwell
Aleecya Charles

Secretary
Staff

Vicki Germann
Sean Collins

Chairman
Vice-Chairman



FINNEY COUNTY
KANSAS

PUBLIC WORKS

Mackenzie Phillips, AICP, CFM, CPM, **Development & Administrative Coordinator**
mphillips@finneycounty.org

O. (620) 272-3565
F. (620) 272-3567

Memo

To: Finney County Board of County Commissioners
From: Mackenzie Phillips, Development & Administrative Coordinator
CC: Robert Reece, County Administrator
Trent Maxwell, Neighborhood & Development Services Director
Date: February 5, 2024
RE: VFF Subdivision #2

Discussion:

The Finney County Public Works Department has the following concerns about the plat for the VFF Subdivision #2:

1. The surveyor was unable to locate the septic system(s) on the property (please see Figure 1). We have concerns about the location of the existing septic system(s) on each proposed lot. According to the Kansas Department of Health and Environment (KDHE) Minimum Standards for the Design and Construction of On-site Wastewater Systems, any part of the septic system must be at least 10 ft away from the property lines and any structure.
2. Each home should have its own septic system. We are unsure of the current number of septic systems on the property.
3. The surveyor identified only one well that services both proposed lots (Figure 1). The well is located on Lot 2 Block 1.
4. We have concerns about the location of the septic system(s) from the water well. The Finney County Environmental Code and the KDHE Minimum Standards for the Design and Construction of On-site Wastewater Systems require any part of the septic system to be a minimum distance of 50 ft from any private water well.
5. If the property's existing septic system(s) needs to be replaced, the owners should install an ATU (Advanced Treatment Unit) system.

MEMORANDUM

TO: County Commission
THRU:
FROM: Danielle Burke, Assistant City Manager
DATE: February 5, 2024
RE: Annual Housing Update for 2024

DISCUSSION:

An update regarding housing development projects and the use of the Reinvestment Housing Incentive District (formerly Rural Housing Incentive District) development tool in relationship to demand outlined in the most recent Housing Needs Assessment.

BACKGROUND:

Assistant City Manager Danielle Burke and Assistant Neighborhood & Development Services Director Aleecya Charles will provide the Board of County Commissioners with an update on housing developments for 2024 and highlight some of the economic tools the City has utilized over the years.

RECOMMENDATION:

N/A

ATTACHMENTS:

Description

Annual Housing Update

Economic Development Tool Overview and RHID Annual Housing Update

Economic Development Tools

HOUSING

- **Reinvestment Incentive Housing District (RHID)**
- Special Assessments
- Neighborhood Revitalization Program (NRP)
- Various State and Federal Programs
 - Moderate Income Housing (MIH)
 - Low Income Housing Tax Credit (LIHTC)
- Cash Incentives/Waiver of Fees


COMMERCIAL AND INDUSTRIAL

- Community Improvement District (CID)
- Tax Increment Financing (TIF)
- Sales Tax and Revenue Bonds (STAR)
- Cash Incentives/Waiver of Fees
- Neighborhood Revitalization Program (NRP)



Housing Update for Reinvestment Incentive Housing Districts

2024 ANNUAL RENEWAL



Housing Needs

2021 CHAT: 1,395 units
needed by 2030

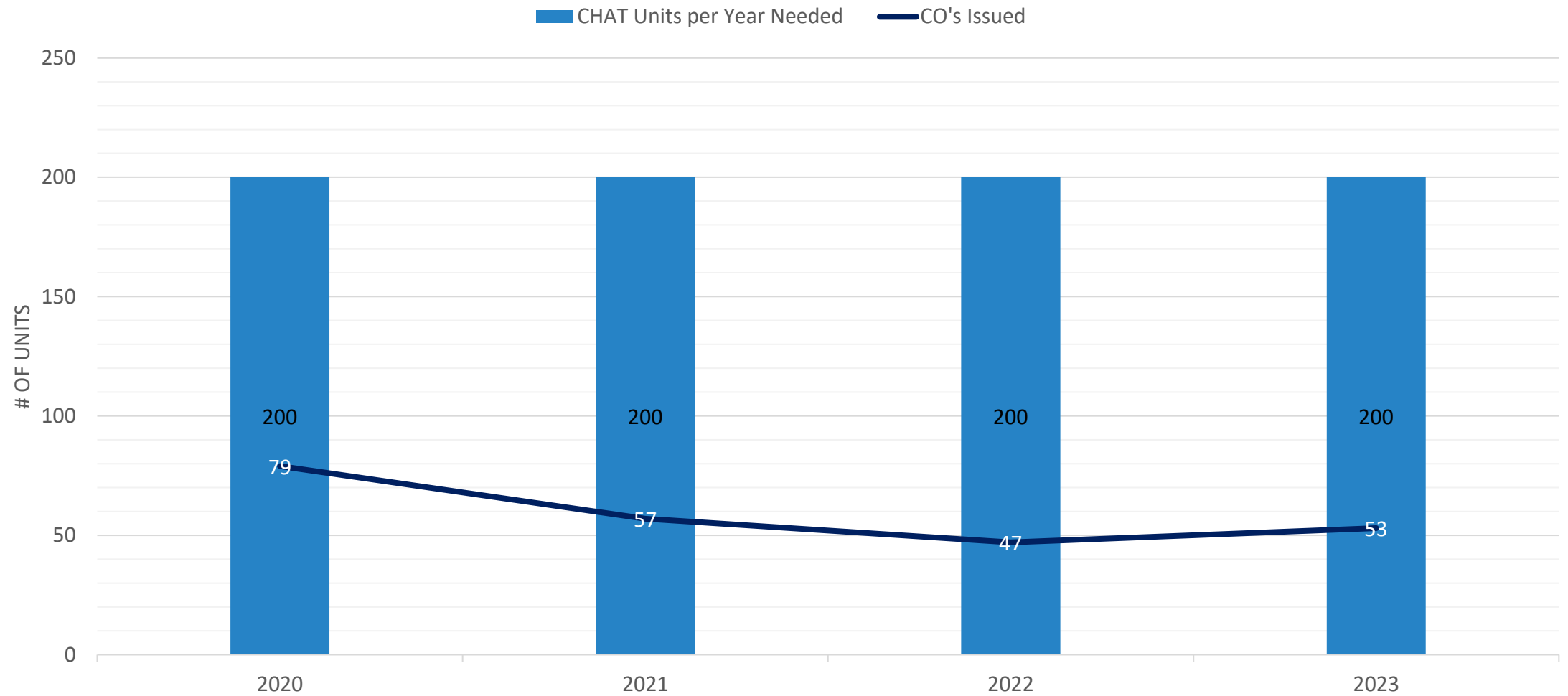
Average units needed per
year: 200

City Commission Goals:
4,000 units by 2030

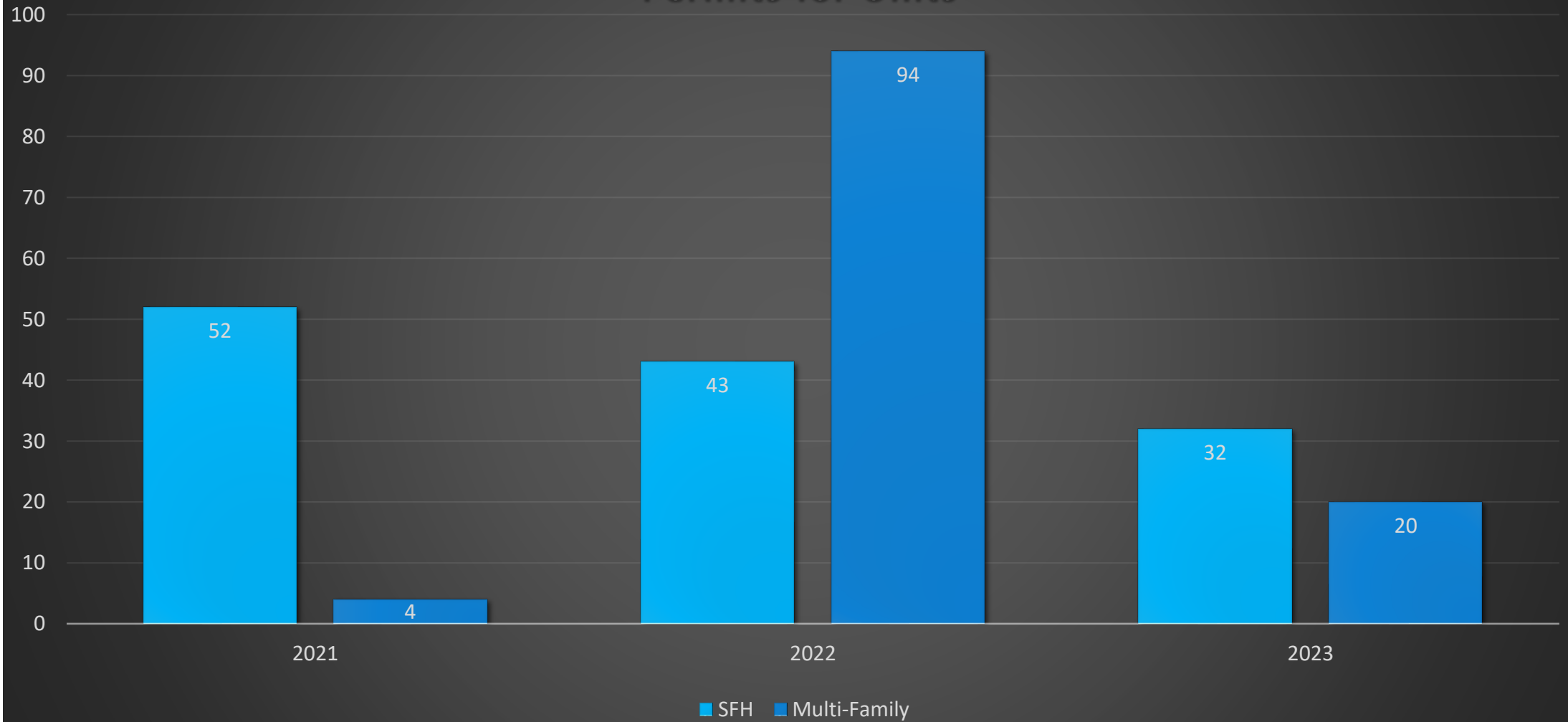
2021 CHAT

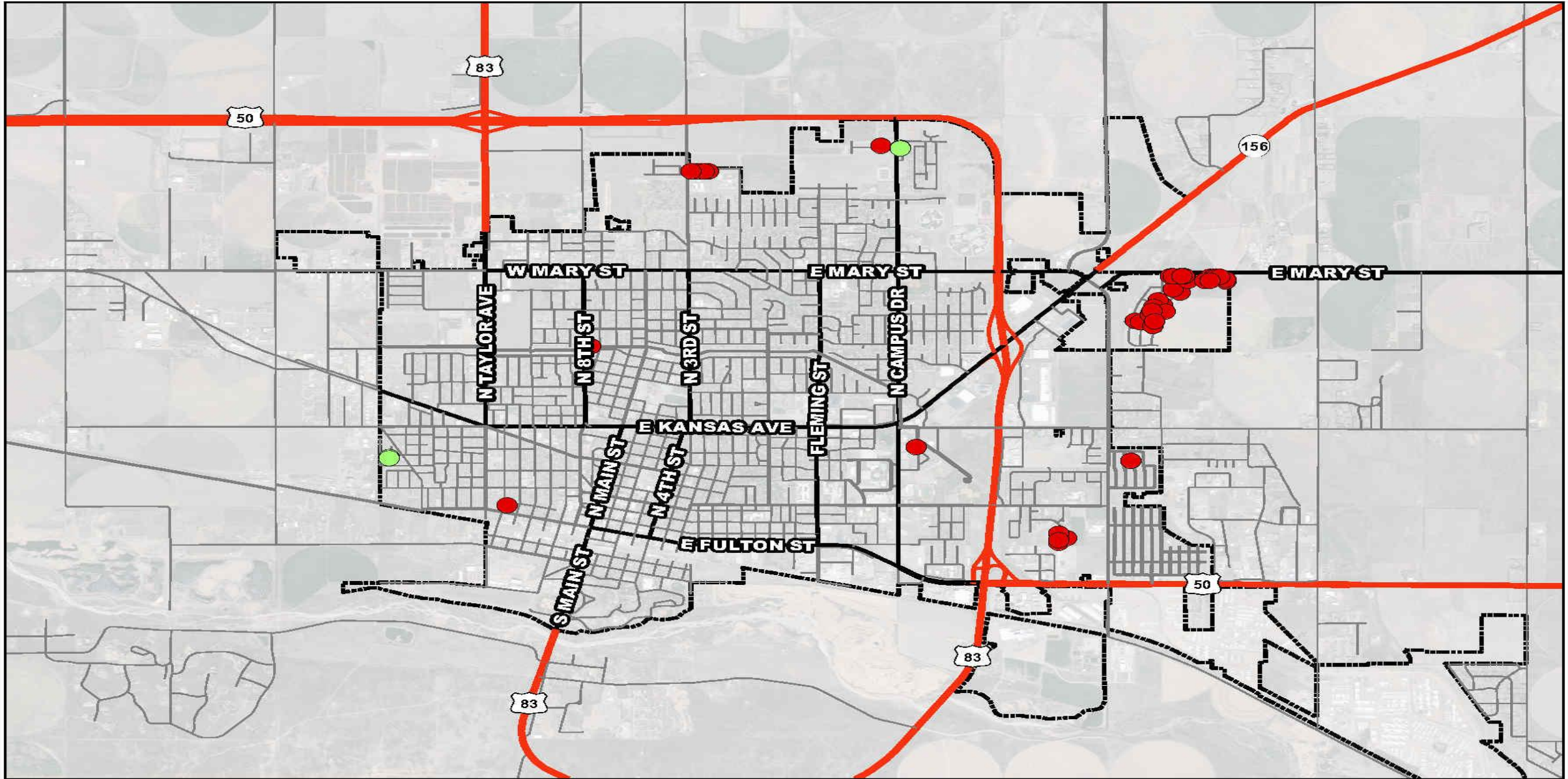
	2025	2030	2020-2030
Total Need	680	715	1,395
Total Owner Occupied	340	357	697
Affordable < \$200,000	187	197•	384
Moderate Market: \$200,000-250,000	68	72	140
Market: \$250,000-350,000	58	61	119
HighMarket: > \$350,000	27	28	55
Total Renter Occupied	266	334	600
Low: Less than 500	76	80	156
Affordable: 500-1,000	109	114	223
Market: 1,000-1,500	85	89	174
High Market: \$1,500+	70	74	144

Supply and Demand



Permits for Units

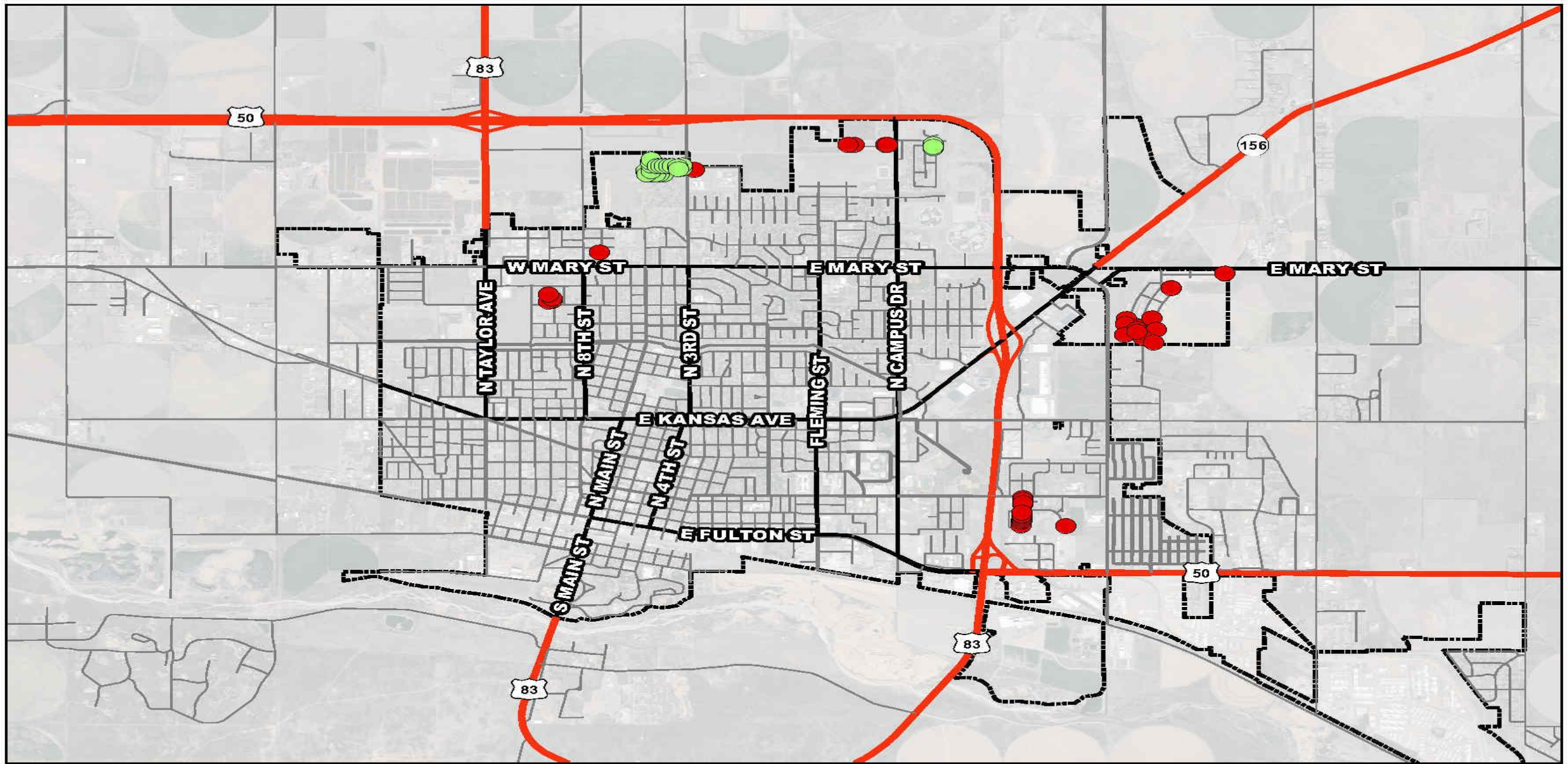




Garden City

Permit Types
2021

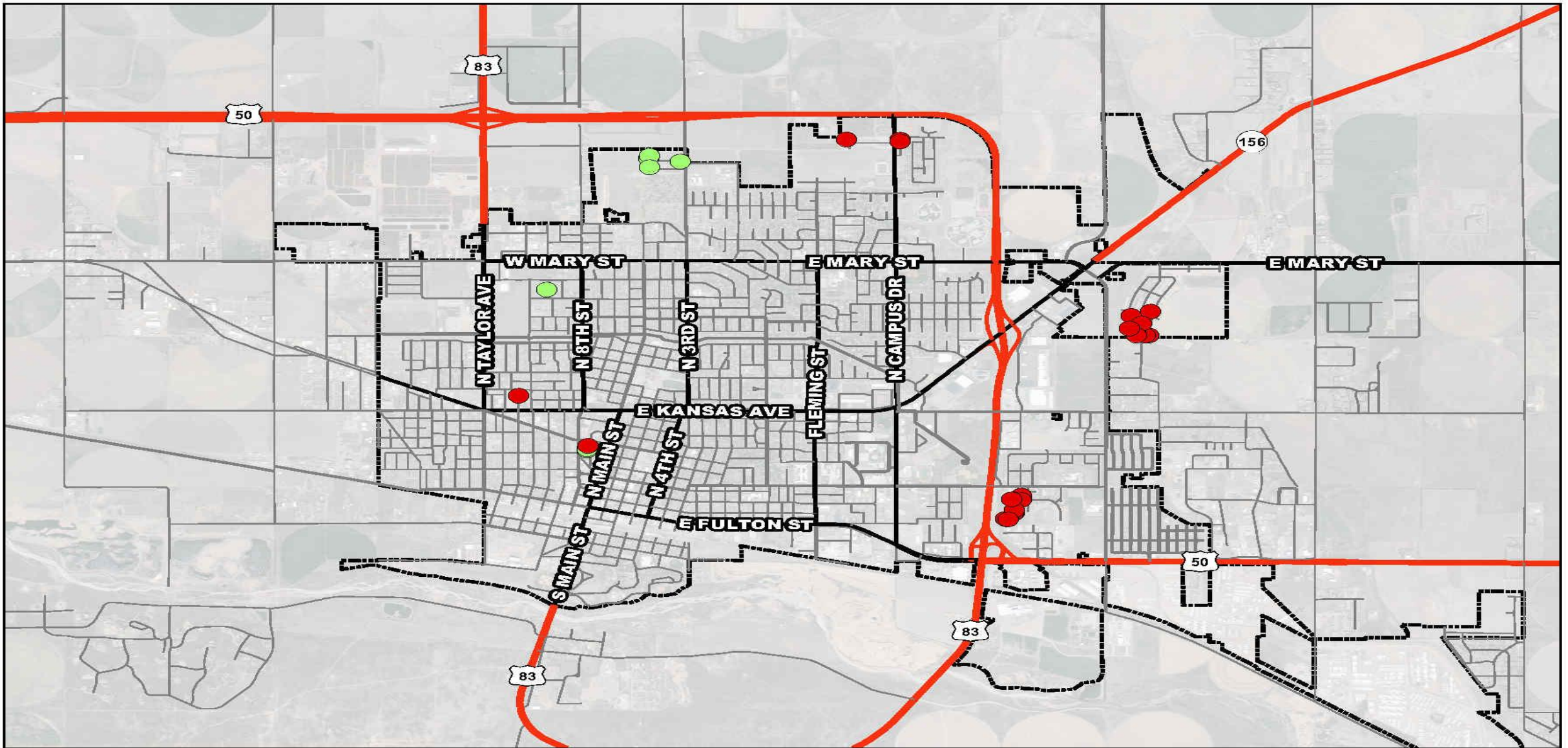
- | | | |
|-------------------------------|---------------------------------|----------------------|
| New Industrial | Residential Remodel | Municipal Boundaries |
| New Commercial | SF Manufactured (HUD Standards) | |
| Commercial/Industrial Remodel | SF Residential Includes Modular | |
| Multi-Family | Misc | |



Garden City

Permit Types
2022

- | | | |
|-------------------------------|---------------------------------|----------------------|
| New Industrial | Residential Remodel | Municipal Boundaries |
| New Commercial | SF Manufactured (HUD Standards) | |
| Commercial/Industrial Remodel | SF Residential Includes Modular | |
| Multi-Family | Misc | |

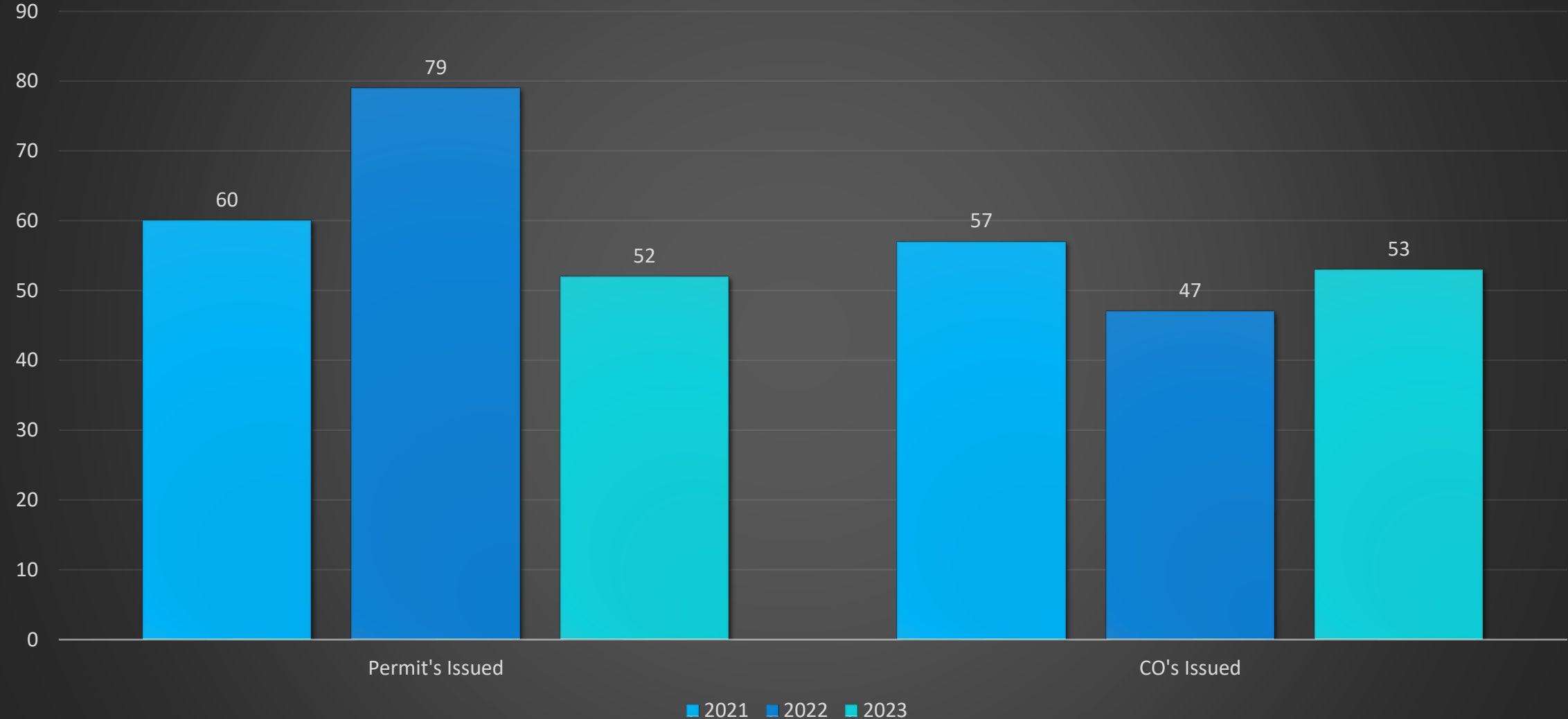


Garden City

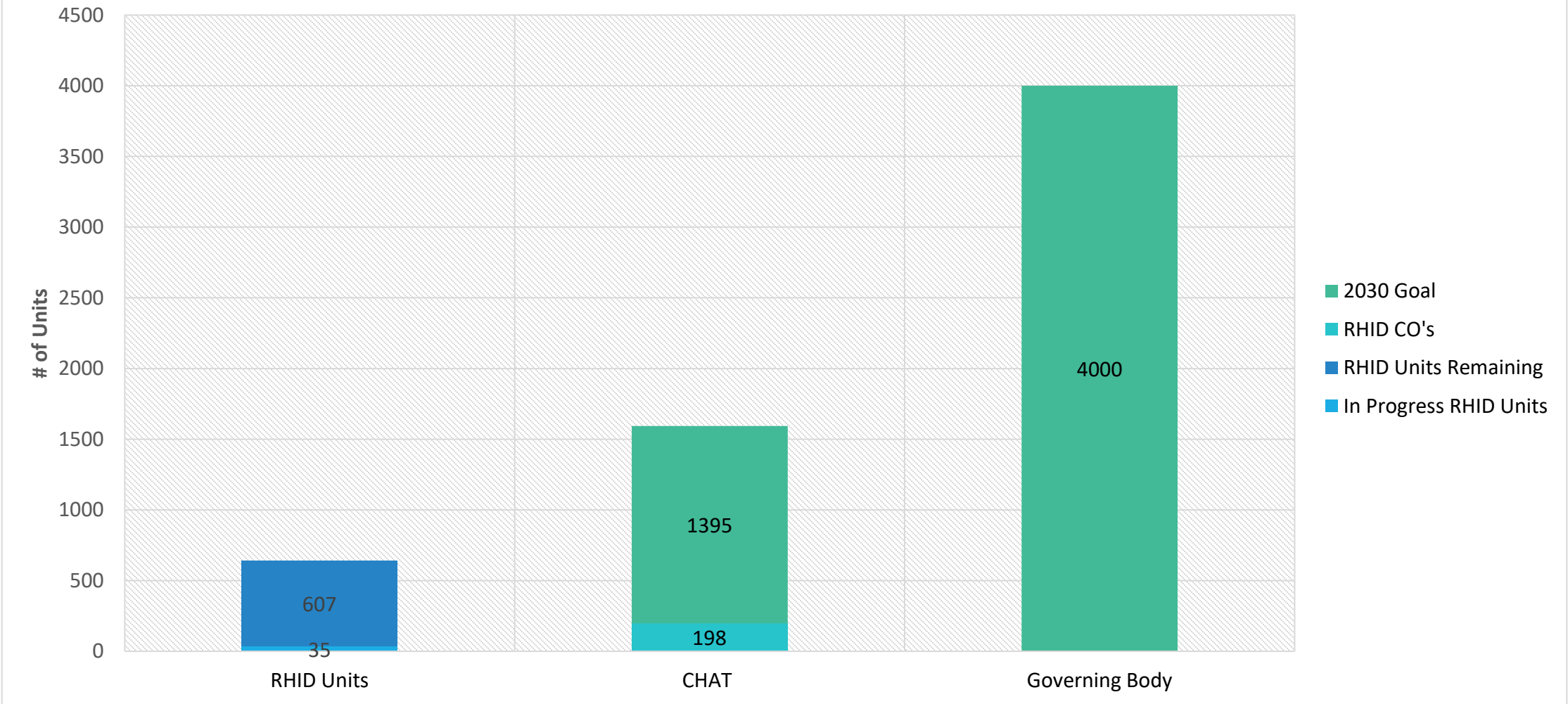
Permit Types
2023

- | | | |
|---|---|----------------------|
| ● New Industrial | ● Residential Remodel | Municipal Boundaries |
| ● New Commercial | ● SF Manufactured (HUD Standards) | |
| ● Commercial/Industrial Remodel | ● SF Residential Includes Modular | |
| ● Multi-Family | ● Misc | |

Residential Permits vs Certificate of Occupancies' Issues

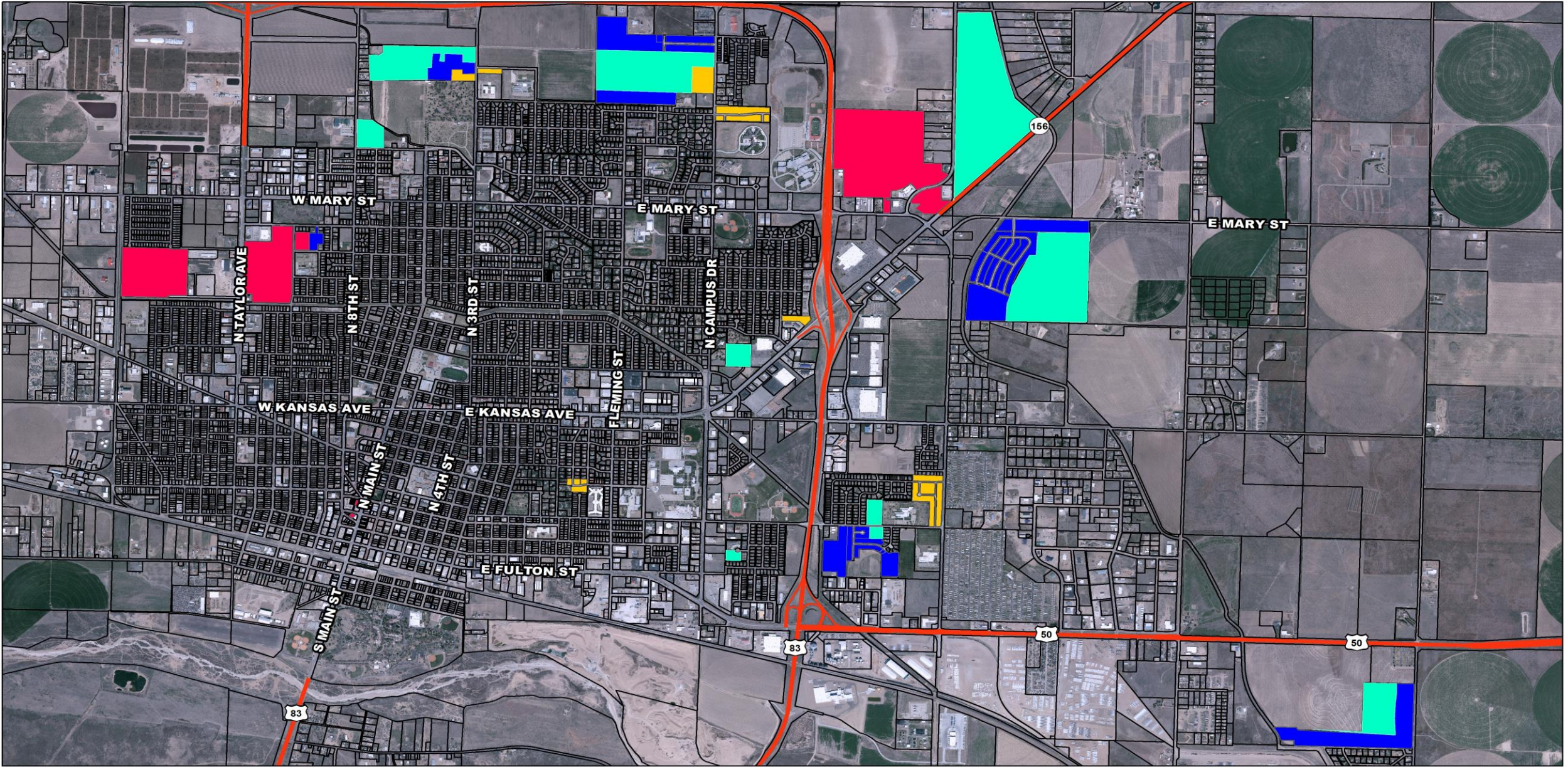


Residential Units 2020-2030



Name of RHID Development	Approval Date	Total # of Units in Development	Total # of Units Completed Per Year																																																Total Units Built	Units Remaining
			2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050											
Reserves at Prairie Ridge I (COMPLETED)	2/11/2012	32		32																																						32	0									
Pioneer Road Estates (COMPLETED)	2/9/2013	43				17	26																																			43	0									
Maggies Addition (COMPLETED)	2/28/2013	7				1	3				1		1	1																												7	0									
East Cambridge Phase II (COMPLETED)	6/15/2013	41			1	5	6	4	9	4	11		1	1																												41	0									
Chappel Heights I (including Replat of lot 11)	7/15/2013	68				6	10	9	14	11	5	3	6																													64	4									
Reserves at Prairie Ridge II (COMPLETED)	8/6/2013	32				32																																				32	0									
Prairie View Acres	8/19/2014 (01/2017)	260								4	3	7		3																													17	243								
Clarion Park Estates (COMPLETED)	9/18/2014	43		43																																							43	0								
Reserves at Prairie Ridge III (COMPLETED)	8/22/2015	32					32																																				32	0								
Chappel Heights 2nd Addition	4/19/2016	37							1	5	9	11	4	2																													32	5								
East Cambridge Phase III	6/5/2018	16										3	7	3	2																												15	1								
Notting Hill (COMPLETED)	7/17/2018	12								5	7																																12	0								
Chappel Heights Addition-Phase 3	10/2/2018	38										9	14	10	1																												34	4								
Northborough Replat First Addition (COMPLETED)	11/20/2018	20										20																															20	0								
Milestone Addition (COMPLETED)	9/1/2020	8											1	6	1																												8	0								
Sunflower Crossing	1/19/2021	62											2	16																													18	44								
Chappel Heights Phase IV	4/20/2021	49											4	20																													24	25								
Hawkeye Addition	6/15/2021	11												5																													5	6								
Lost Rivers Addition Phase I	6/15/2021	37																																									0	37								
Hunters Glen Phase I	10/19/2021	86																																									0	86								
Sunset Terrace Phase 1A	12/21/2021	70																																									0	70								
Chappel Heights V	9/6/2022	82																																									0	82								
Inactive RHIDs																																																				
Custom Milestone																																																				
Hunters Glen Phase II																																																				
Hunters Glen Phase 3A																																																				
Hunters Glen Phase 3B																																																				
Hunters Glen Phase 4																																																				
Montoya Addition																																																				
Petra Residences																																																				
Hamptons Addition Phase II (226 units)	10/2/2018																																																			
Hamptons Addition Phase III (255 units)	11/6/2018																																																			
Columbus Addition (28 units)	1/8/2019																																																			
Totals		1086	0	75	1	61	77	13	24	30	67	43	36	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	479	607								

Legend	
	Year RHID Expires
	Inactive RHIDs w/ Development Agreement
	Potenetial to be Fully Reimbursed
	State approved areas w/o agreement
	Not fully reimbursed before RHID expiration
	Unable to determine at this time



RHID Build Status



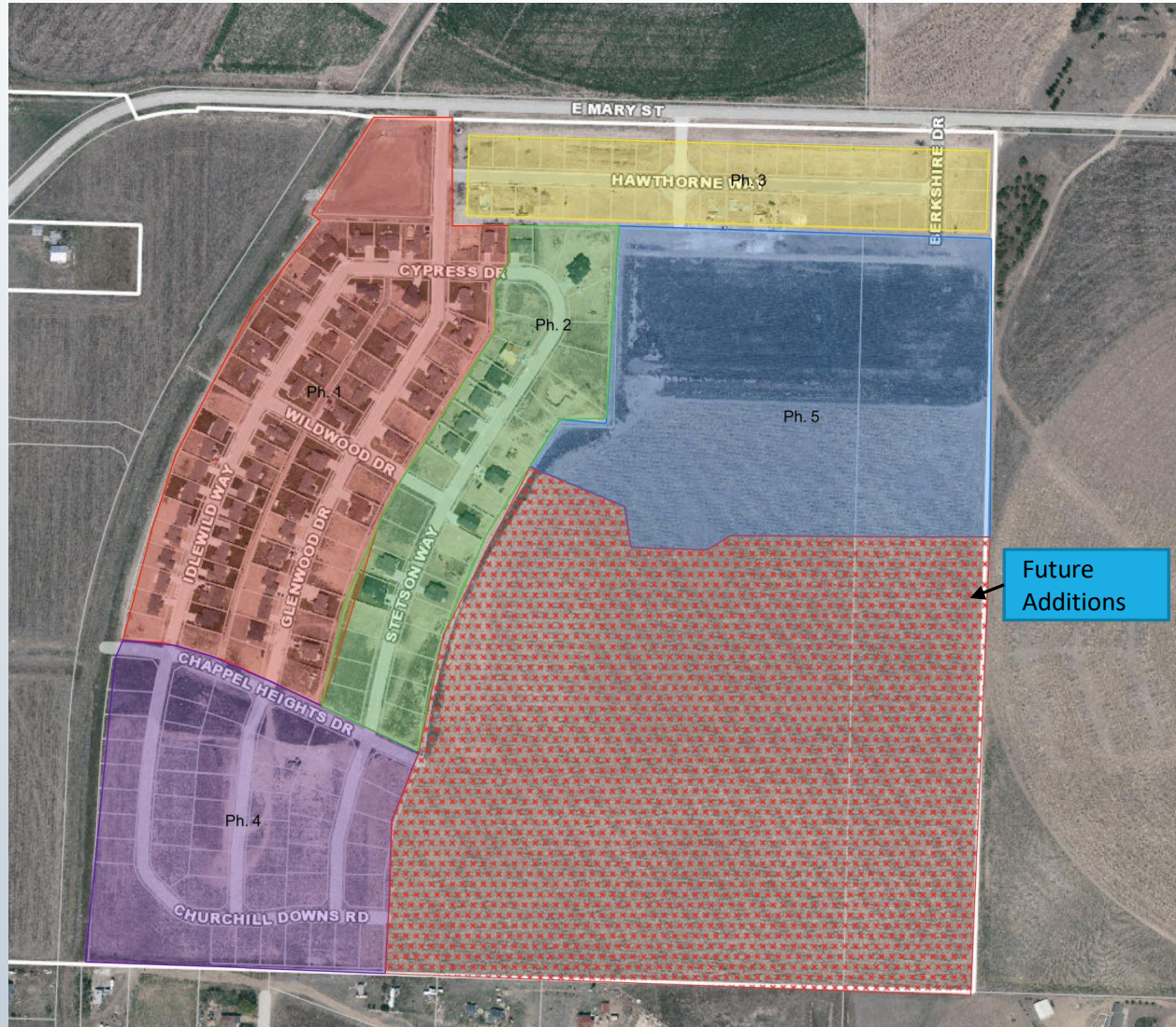
Last updated:
January 2024

Disclaimer: This map is produced by Neighborhood & Development Services and is for informational purposes. This map is not prepared for or suitable for legal, engineering, or surveying purposes.



ACTIVE & IN
PROGRESS
RHID'S



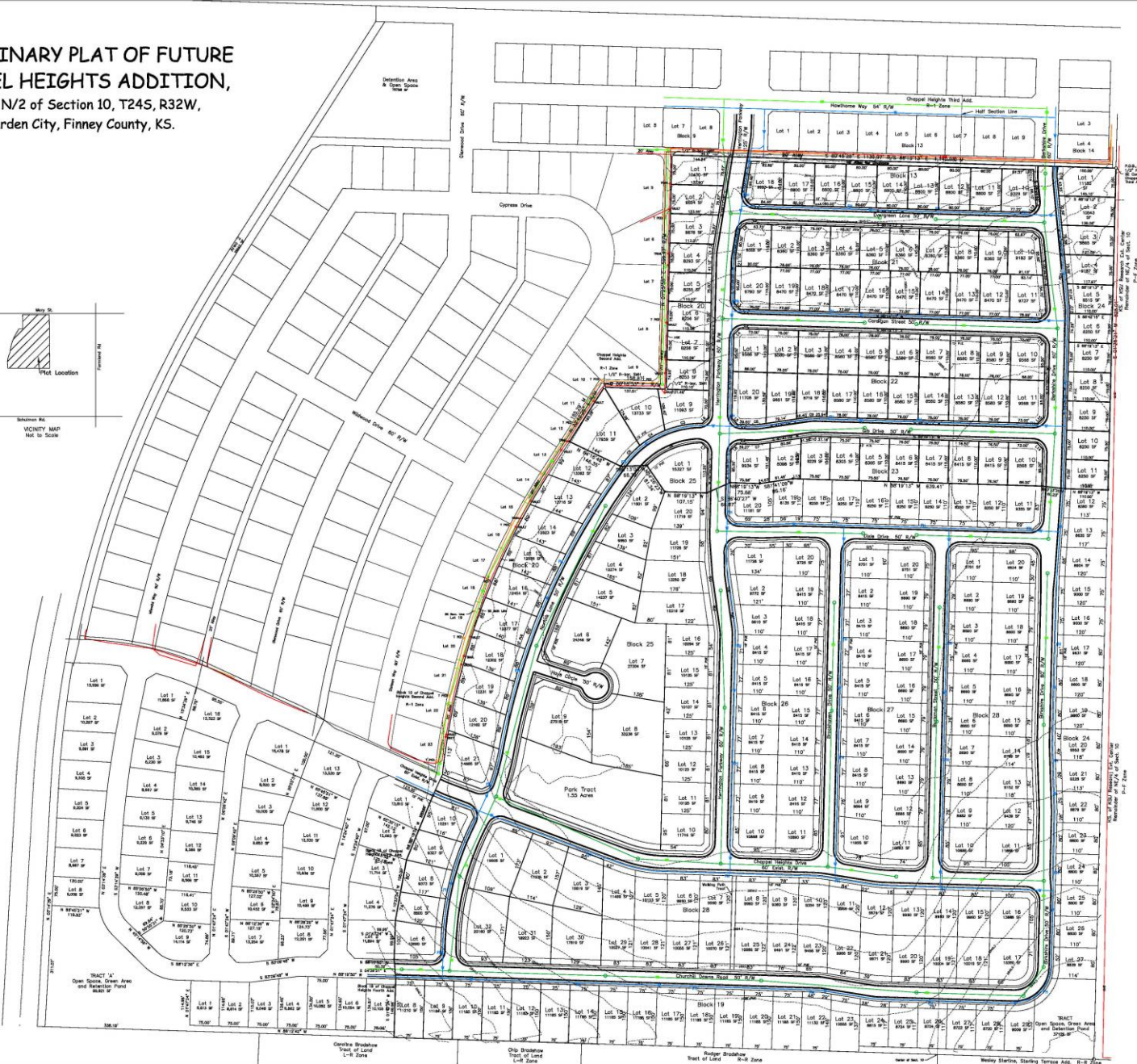
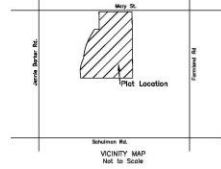


Chappel Heights Addition

- ▶ Phase 1 – 70 units (2 duplexes)
- ▶ Phase 2 = 37 units
- ▶ Phase 3 = 38 units
- ▶ Phase 4 = 49 units
- ▶ Phase 5 = 82 units

Total units for Phases 1 thru 5 = 276

**PRELIMINARY PLAT OF FUTURE
CHAPPEL HEIGHTS ADDITION,**
In the N/2 of Section 10, T24S, R32W,
Garden City, Finney County, KS.



- GENERAL NOTES**
1. This survey does not certify to ownership.
 2. Elevation is based on the benchmark U.S.A.S. 134.
 3. R-1 Building Setback Lines: Front 15' Dealing 25' Garage
 4. Side 3.5' Rear 10'
 5. Lot Area of Field Work was 17 January, 2022
 6. Proposed 8" Water and Sanitary Sewer Mainlines

- LEGEND**
- Found Monument
 - Measurement
 - Measured = M
 - Surveyed = S
 - Public Utility Easement
 - Non-Acces Easement

Block	Lot	Area
1	1	1.0000
1	2	1.0000
1	3	1.0000
1	4	1.0000
1	5	1.0000
1	6	1.0000
1	7	1.0000
1	8	1.0000
1	9	1.0000
1	10	1.0000
1	11	1.0000
1	12	1.0000
1	13	1.0000
1	14	1.0000
1	15	1.0000
1	16	1.0000
1	17	1.0000
1	18	1.0000
1	19	1.0000
1	20	1.0000
1	21	1.0000
1	22	1.0000
1	23	1.0000
1	24	1.0000
1	25	1.0000
1	26	1.0000
1	27	1.0000
1	28	1.0000

Block	Lot	Area
2	1	1.0000
2	2	1.0000
2	3	1.0000
2	4	1.0000
2	5	1.0000
2	6	1.0000
2	7	1.0000
2	8	1.0000
2	9	1.0000
2	10	1.0000
2	11	1.0000
2	12	1.0000
2	13	1.0000
2	14	1.0000
2	15	1.0000
2	16	1.0000
2	17	1.0000
2	18	1.0000
2	19	1.0000
2	20	1.0000
2	21	1.0000
2	22	1.0000
2	23	1.0000
2	24	1.0000
2	25	1.0000
2	26	1.0000
2	27	1.0000
2	28	1.0000

RECEIVED

City of Garden City, KS

Project Number: **SPGC19-07AMEND3**
Received by: **MB**
Date: **13 May 2022**
No. of Pages: **1 (PRELIM PLAT)**
3rd Submittal

DEVELOPER
Chappel Heights, LLC
Attn: Benard Chappel
3170 N. Farmstead Rd.
Garden City, KS 67846
620-521-0857

CORNERSTONE | 1805 North Shaw Circle
Professional | Garden City, KS 67846
Services, Inc. | 781.888.3399





Sunflower Crossings Addition

SPRUCE & SARAH



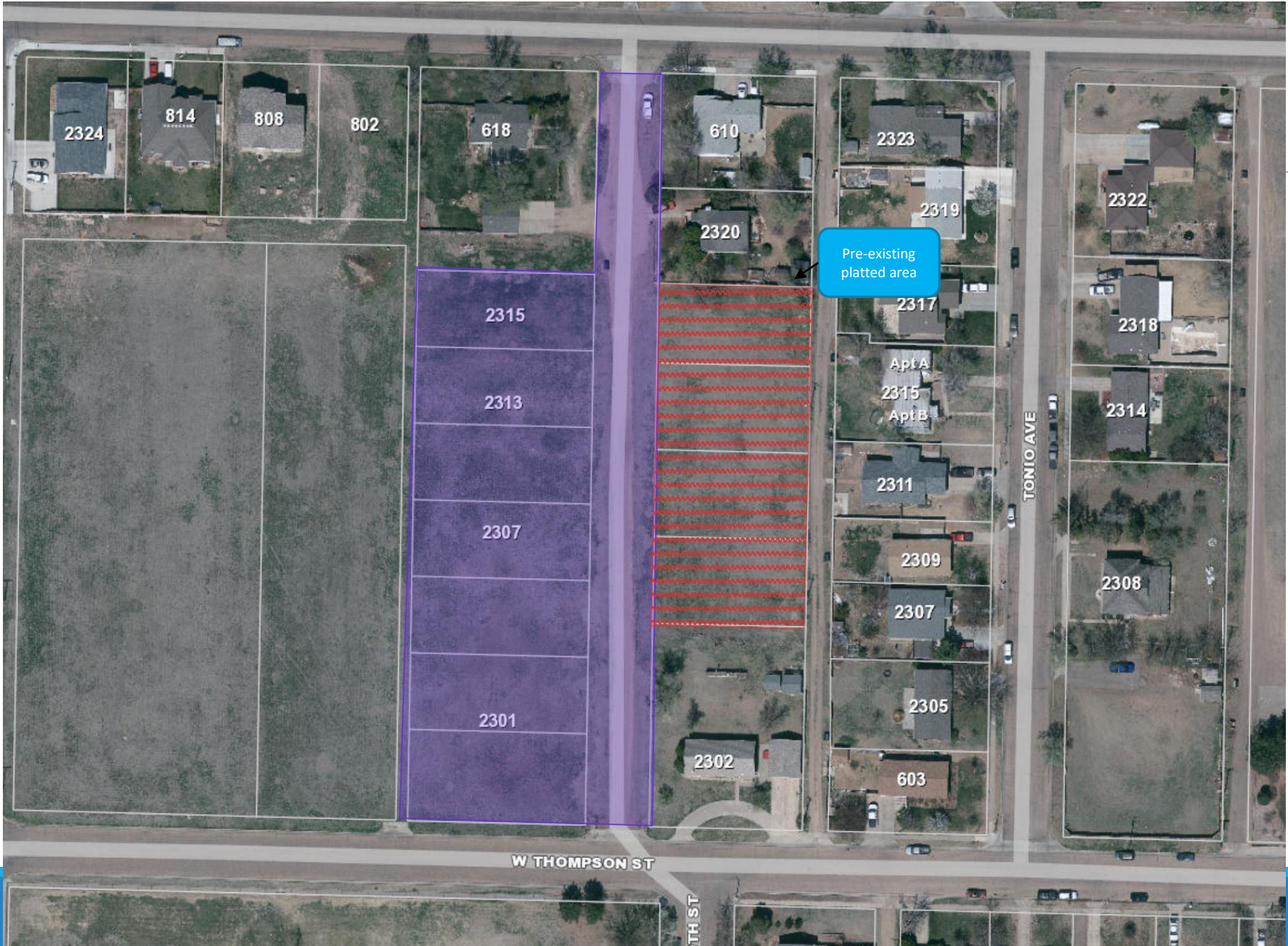
- 62 Single Family Dwellings
- PUD Overlay for 18 lots = smaller lots
- 18 Homes completed
- 44 Homes remaining to build





Hawkeye Development

W. Emerson & 9th Street

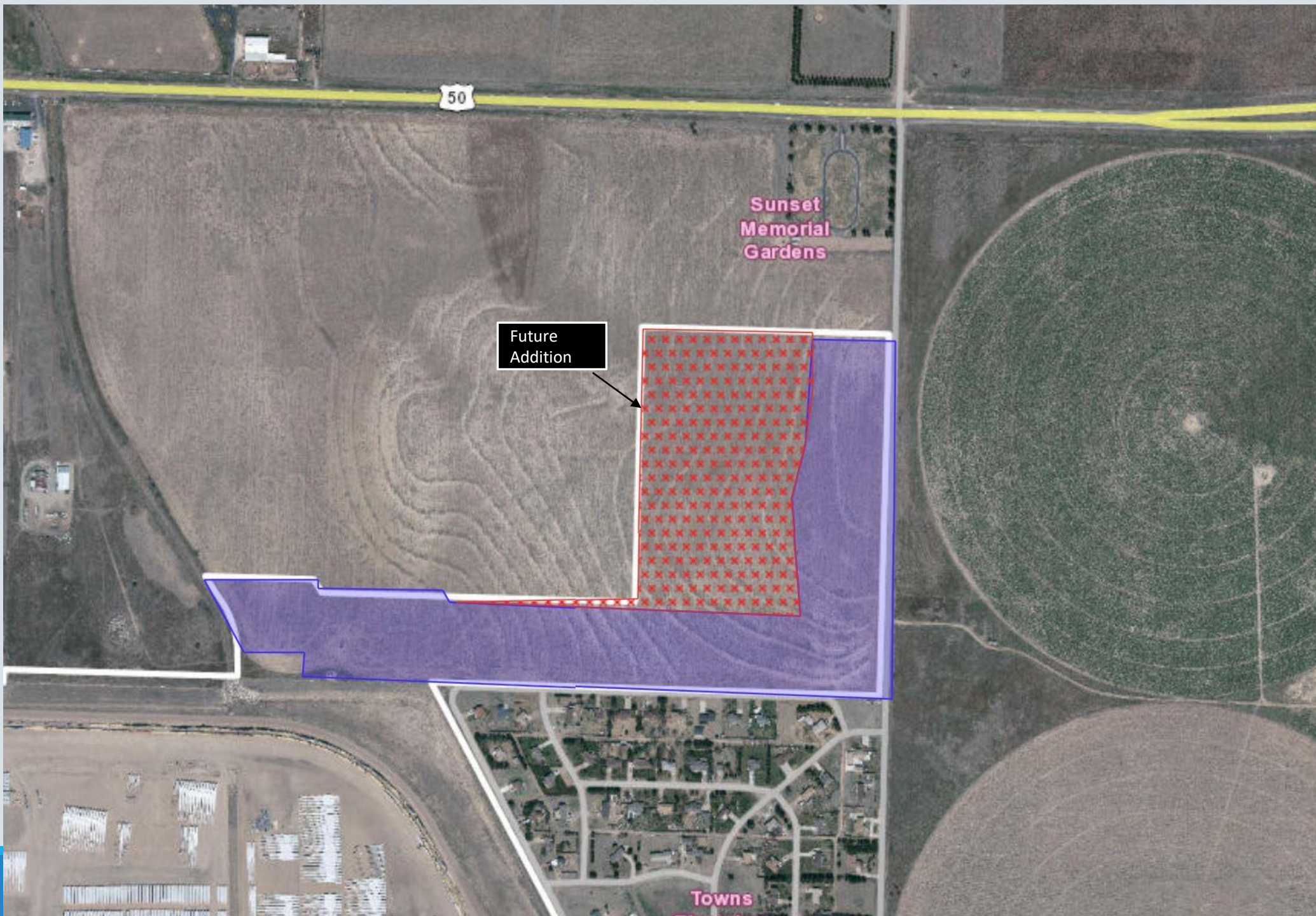




- ▶ 55 UNITS
- ▶ ALL SINGLE
FAMILY
DETACHED
HOMES

Sunset Terrace Estates Phase 1A

West of S. Towns Road

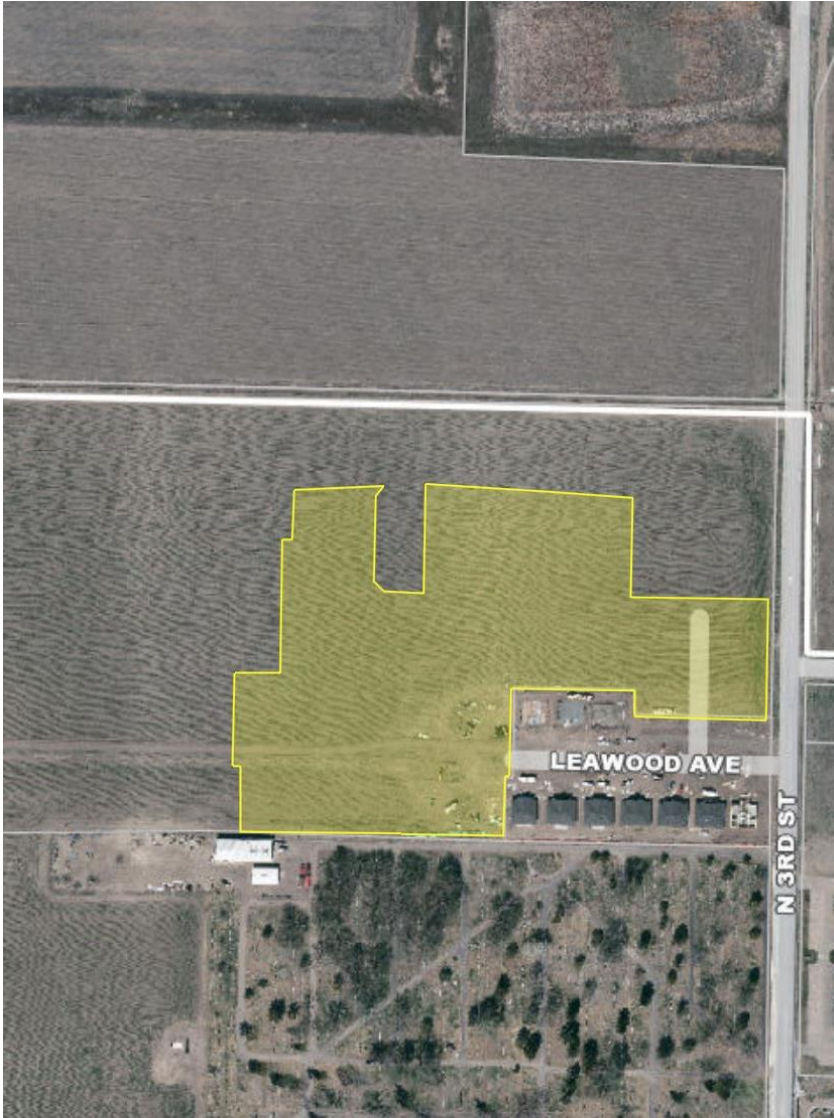


Located in the North Half of Sect. 23,
T 24 S, R 32 W of the 6th P.M., Finney County, KS.



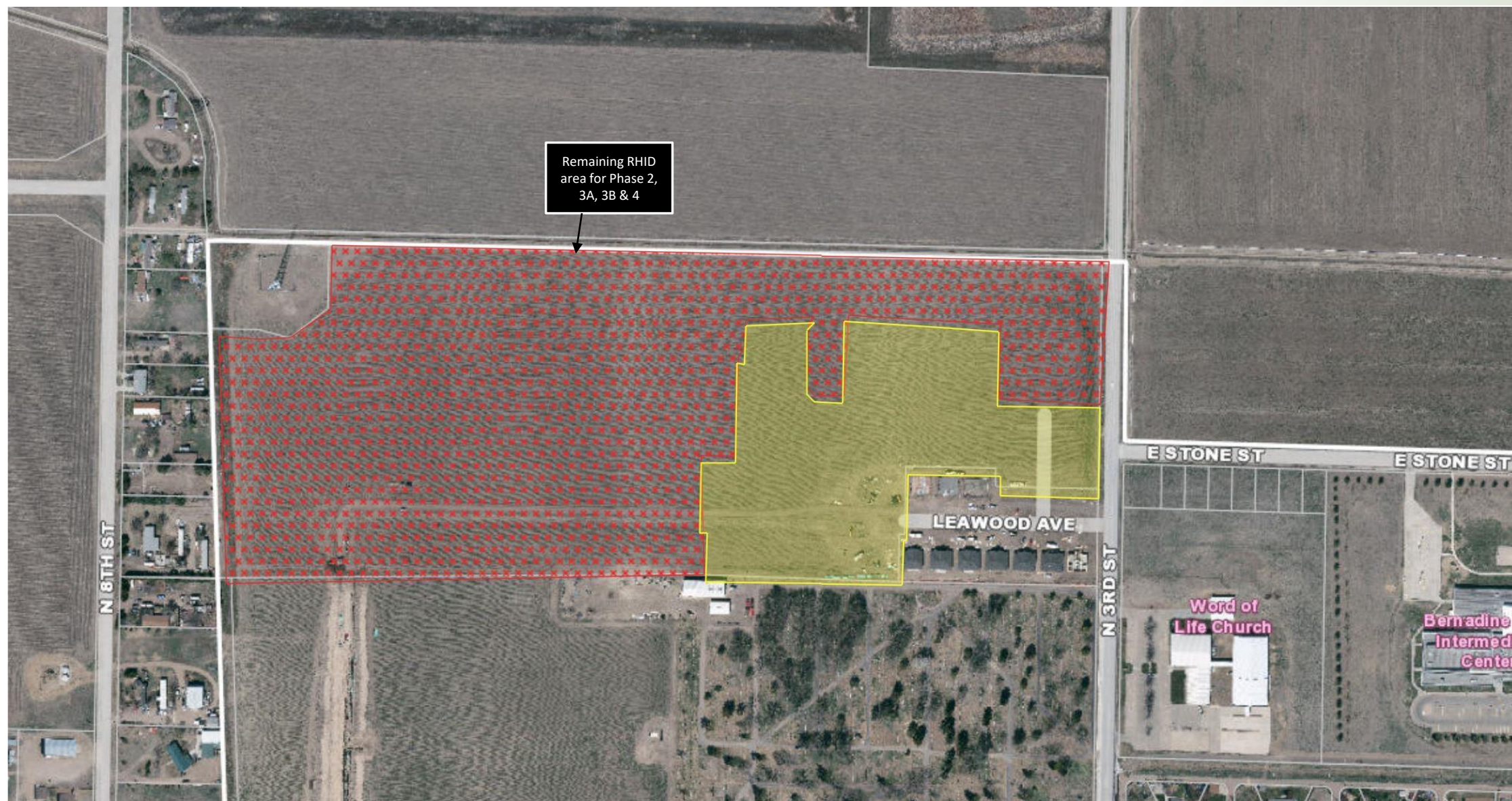
A Tract of Land located in the North Half of Section 23, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

beginning at the East Quarter corner of said Section 23 being a found 1/2 R-bar,
thence North 89°17'26" West on the South line of said North Half of tract recorded in
26393 of date to a found 1/2 R-bar, origin unknown;
thence South 89°17'26" East on the East line of said North Half of Land recorded in the
Deed in Book 309, Page 130 and on the North-South Half Section Line a distance of
314.00 feet to a found 1/2 R-bar, origin unknown;
thence North 89°17'26" West on the North line of said Tract a distance of 348.00
feet to a found 1/2 R-bar, origin unknown;
thence South 89°17'26" East on the East line of a Tract of Land recorded in the
Deed in Book 317, Page 355 and having a delta angle of 28°24'41", a radius of
314.00 feet to a found 1/2 R-bar, origin unknown;
thence North 89°17'26" West on said East Line a distance of 174.89 feet to a
found 1/2 R-bar;
thence South 89°17'26" East a distance of 535.70 feet to a set 1/2" R-bar;
thence North 89°17'26" East a distance of 1402.02 feet to a set 1/2" R-bar;
thence South 89°17'26" West on the North line of said Tract a distance of 1402.02
feet to a set 1/2" R-bar;
thence North 89°17'26" East partially on the South line of a Tract of Land recorded
in Deed in Book 317, Page 355 and partially on the North line of said Tract a distance
of 1150.00 feet to a set 1/2" R-bar;
thence North 89°17'26" East on said East line of said Tract a distance of 23.33
feet to a set 1/2" R-bar;
thence S77°3'7" to the point of beginning containing 59.7 acres, more or less.



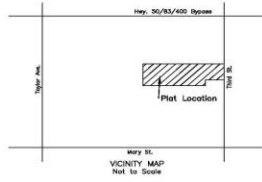
HUNTERS GLEN PHASE 1

- 23 lots total
- Consist of 4-plex & duplex



Preliminary Plat of HUNTERS GLEN

A Tract of Land in the NE/4 of Section 6, T24S, R32W,
Garden City, Finney County, KS.



PLAT LEGAL DESCRIPTION:

A Tract of Land, surveyed by Ken Parks, PLS1289, on 30 September, 2021, in the Southwest and Southeast Quarters of the Northeast Quarter of Section 6, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas, more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, Block 2 of the Northborough Replat of the First Addition being a found 1/2" R-bar, CPS (electric cap typist);

thence North 88°38'20" West on the North line of said Addition a distance of 270.03 feet to a found 1/2" R-bar, Sloan;

thence North 00°58'40" East on the North line of said Addition a distance of 48.02 feet to a found 1/2" R-bar, Sloan;

thence North 88°47'54" West on the North line of said Addition a distance of 236.75 feet to a found 1/2" R-bar, Sloan;

thence South 00°58'40" East on the North line of said Addition a distance of 178.02 feet to a set 1/2" R-bar;

thence North 88°47'54" West on the West line of said Addition a distance of 15.31 feet to a set 1/2" R-bar;

thence South 00°58'40" East on the West line of said Addition a distance of 124.98 feet to a found 1/2" R-bar, Matthews;

thence North 88°48'42" West on the North line of a Cemetery Tract a distance of 518.44 feet to a found 1/2" R-bar, origin unknown;

thence South 88°42'55" West a distance of 1211.94 feet to a found 1/2" R-bar, Matthews;

thence North 01°43'37" West on the East line of the Howard Smith First Addition a distance of 657.80 feet to a set 1/2" R-bar;

thence South 88°47'54" East a distance of 123.73 feet to a set 1/2" R-bar;

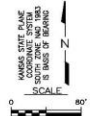
thence South 74°34'21" East a distance of 84.85 feet to a set 1/2" R-bar;

thence North 51°47'20" East a distance of 126.84 feet to a set 1/2" R-bar;

thence North 00°59'28" East a distance of 166.92 feet to a set 1/2" R-bar;

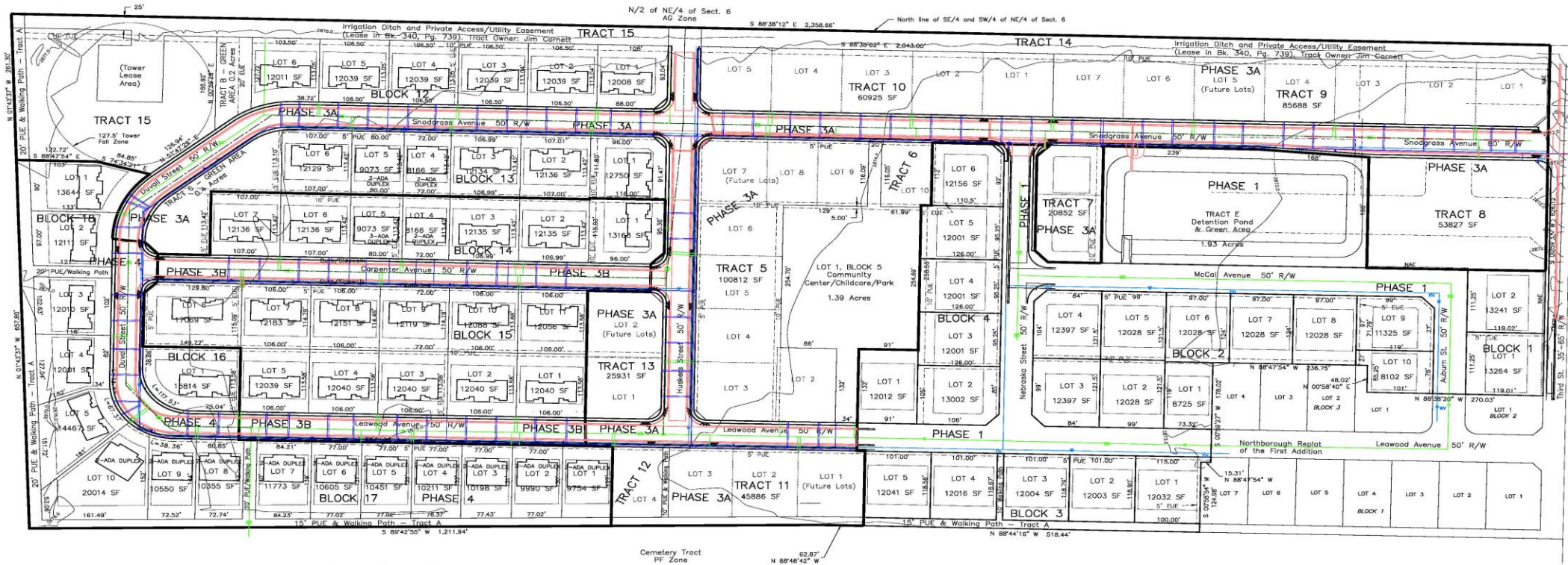
thence South 88°38'02" East on said South Eastment line a distance of 2,043.00 feet to a set 1/2" R-bar;

thence South 00°58'33" West on the West Third Street Right of Way line a distance of 582.51 feet to the Point of Beginning, containing an area of 41.17 acres, more or less.



GENERAL NOTES:

- This survey does not certify to ownership.
- R-3 Building Setback Lines:
 - Front 20' Dwelling
 - Side 5'
 - Rear Smaller of 25' or 20% of Lot Depth
- R-3 Lot Size Minimum Requirements:
 - Duplex - 8,000 s.f.
 - Fourplex - 12,000 s.f.
- Elevations are based on the benchmark H&A.N. Point 1111.
- This property does not fall within a 100 year floodplain.
- Latest Date of Field Work was 12 May, 2022.
- Tracts B and C will be owned and maintained by the Developer.
- Phrasing is indicative of platting only, and not necessarily of infrastructure development.
- Sidewalks are 5 feet wide.



Olkos Development Corp.
Attn: Kevin Enyart
1712 Main St., #206
Kansas City, MO 64108
816-215-3247

CORNERSTONE
Professional
Services, Inc.

7.0. Nov 1988
Garden City, KS 67846
2001 600-878-7999
P.L. No. 2001 Copyright



EAST CAMBRIDGE SQUARE PHASE 3





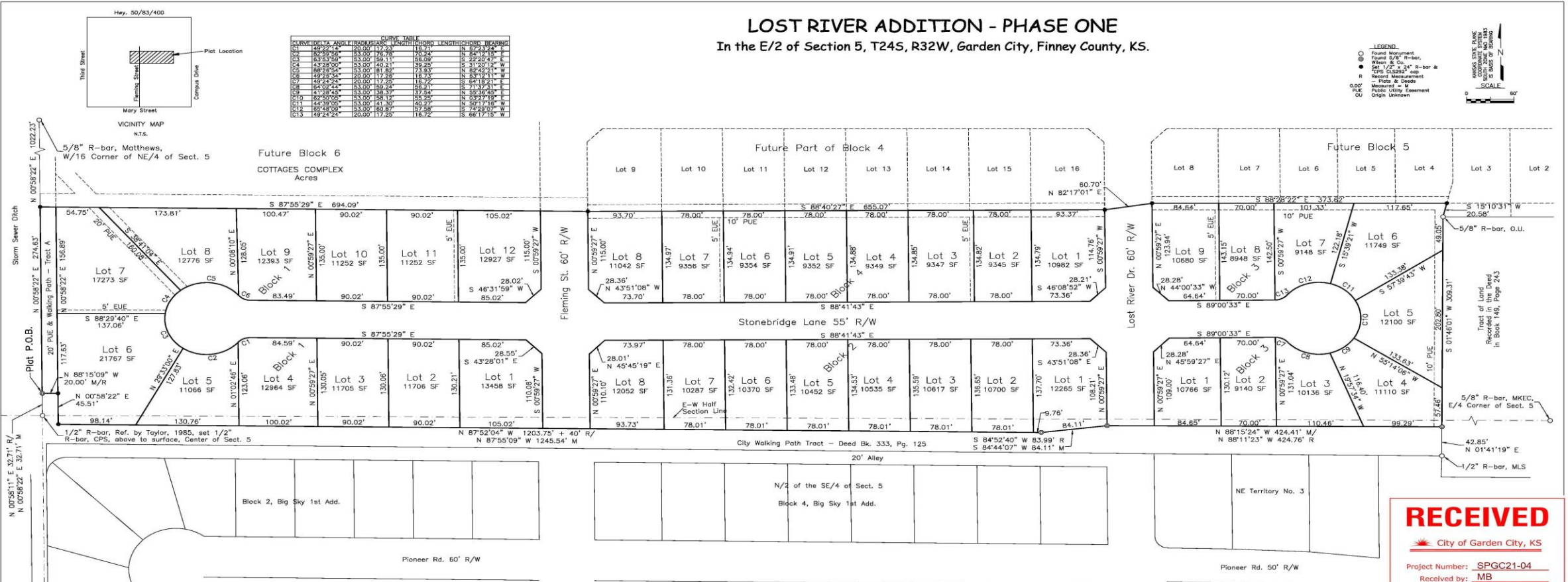


Lost River Addition Phase 1

- 37 Units
- All Single Family Detached Homes

LOST RIVER ADDITION - PHASE ONE

In the E/2 of Section 5, T24S, R32W, Garden City, Finney County, KS.



RECEIVED
City of Garden City, KS
Project Number: SPGC21-04
Received by: MB
Date: 10Jun2021
No. of Pages: 1(PLAT)
AMEND1 1st
Submittal

PLAT LEGAL DESCRIPTION:

A Tract of Land in the East Half of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas more particularly described as follows:
Commencing at the Center corner of said Section 5 being a found 1/2" R-bar, CPS;
thence North 00°58'22" East on the West line of the Northeast Quarter of said Section 5 a distance of 32.71 feet to the Point of Beginning being a found 5/8" R-bar, Wilson;
thence continuing North 00°58'22" East on said West line a distance of 274.63 feet to a set 1/2" R-bar, CPS cap typical;
thence South 87°55'29" East a distance of 694.09 feet to a set 1/2" R-bar;
thence South 88°40'27" East a distance of 655.07 feet to a set 1/2" R-bar;
thence North 82°17'01" East a distance of 60.70 feet to a set 1/2" R-bar;
thence South 88°28'22" East a distance of 373.52 feet to a set 1/2" R-bar;
thence South 15°10'31" West a distance of 20.58 feet to a found 5/8" R-bar, origin unknown;
thence South 01°46'01" West on the West line of the Church of Christ Tract a distance of 309.31 feet to a found 5/8" R-bar, Wilson;
thence North 88°15'24" West on the North line of the City's Walking Path Tract a distance of 424.41 feet to a found 5/8" R-bar, Wilson;
thence South 84°44'07" West on said North line a distance of 84.11 feet to a found 5/8" R-bar, Wilson;
thence North 87°55'09" West on said North line a distance of 1,245.54 feet to a set 1/2" R-bar;
thence North 00°58'22" East a distance of 45.51 feet to a set 1/2" R-bar;
thence North 88°15'09" West on said North line a distance of 20.00 feet to the Point of Beginning, containing 13.2 acres, more or less.

GENERAL NOTES

1. Only known improvements, utilities, and easements are shown.
2. This survey does not certify to ownership.
3. Plat Zone is R-1. Building Setback are per the latest Subdivision Zoning Regulations.
4. All house fronts will face the narrowest lot frontage.
5. Latest Field Work was on 19 March, 2021.

Boundary Closure Information:

Closure Error Distance = ±0.002'
Error Bearing = N 1°40'10" E
Closure Precision = 1 in 1,799,096

SURVEYOR'S CERTIFICATION

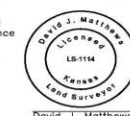
This is to certify to the best of my knowledge that the survey of the described land division is accurately represented on this plat.

COUNTY REVIEW SURVEYOR'S CERTIFICATION

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.



Ken Parks, PS No. 1289



David J. Matthews

OWNER'S CONSENT AND DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, being the sole proprietor and owner of the land included within the plat shown hereon, am the only person whose consent is necessary to pass clear title to said land and I hereby consent to the making and recording of said plat. The public Right of Ways and Easements and Tract A are hereby dedicated to the public for such public uses.

IN WITNESS WHEREOF these consent and dedications are executed this day of 2021.

Danny Walpert
WVG Investments, LLC
State of Kansas ss.
Finney County

These consents and dedications were acknowledged before me, the undersigned officer, by Danny Walpert, WVG Investments, LLC this day of 2021.

Notary Public

HOLCOMB/GARDEN CITY/FINNEY COUNTY AREA PLANNING COMMISSION

State of Kansas ss.
Finney County
This plat has been reviewed and is hereby approved this day of 2021.

Vicki M. Germann, Chairman
Carol Davidson, Secretary

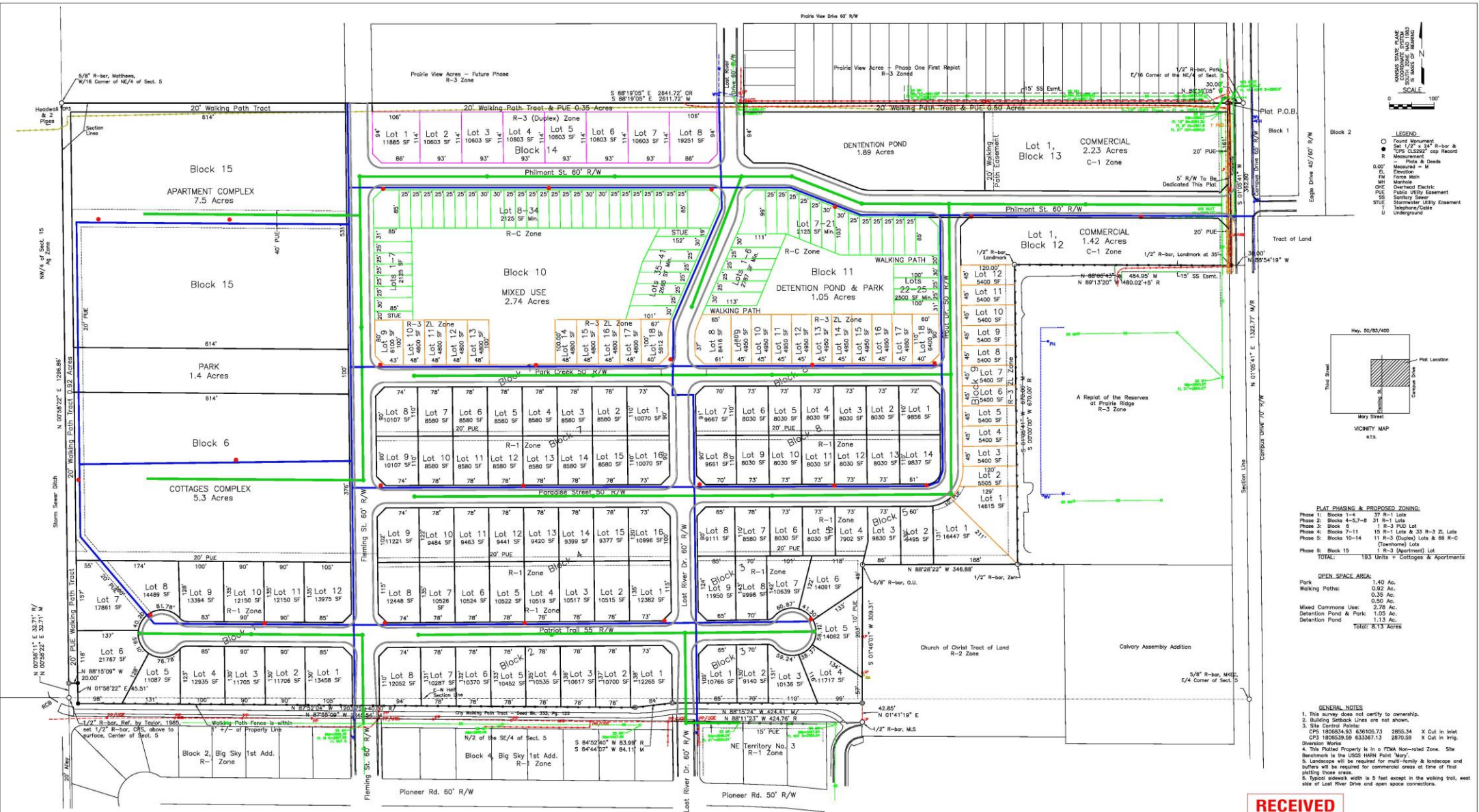
THE CITY OF GARDEN CITY, KANSAS

State of Kansas ss.
Finney County
The public right of ways and easements and Tract A are accepted by the Governing Body of the City of Garden City, Kansas, as shown on this plat, and are hereby dedicated this day of 2021.

Roy Cessna, Mayor

Attest: Celyn N. Hurtado, City Clerk

CORNERSTONE
Services, Inc.
1500 North Shore Circle
Garden City, KS 67946
Phone: 620-272-0999
Fax: 620-272-0999
Email: info@cornerstoneks.com
Created: 06 June 2021



A Tract of Land being the Remainder of a Tract of Land recorded in the Deed in Book 170, Page 251, located in the South Half of the Northeast Quarter and in the North Half of the Southeast Quarter of Section 5, Township 24 South, Range 32 West of the 6th P.M., Garden City, Finney County, Kansas more particularly described as follows:

Commencing at the Southeast Corner of said South Half being a found 5/8" R-bar, MKC; thence North 01°00'41" East on the East line of said South Half a distance of 1322.77 feet to found 1/2" R-bar, Parks; thence North 88°19'05" West a distance of 30.00 feet to the Point of Beginning being a set 1/2" R-bar, CPS cap typical; thence South 01°00'41" East on the West Camp Drive Right of Way Line a distance of 302.80 feet to a set 1/2" R-bar; thence North 88°05'43" West on the North line of a Replat of the Reserves at Prairie Ridge a distance of 484.85 feet to a found 1/2" R-bar, Landmark; thence South 01°00'41" East on the West line of said Replat a distance of 670.00 feet to a found 1/2" R-bar, Zero; thence North 88°28'22" West on the North line of a Tract of Land recorded in the Deed in Book 145, Page 243 a distance of 346.88 feet to a found 1/2" R-bar, origin unknown; thence South 01°00'41" East on the West line of said Tract of Land in Book 170, Page 251 a distance of 309.31 feet to a found 5/8" R-bar, origin 0.25 feet East; thence North 88°15'24" West on the North line of the City Walking Path Tract of Land recorded in the Deed in Book 333, Page 125 a distance of 424.41 feet to a found 5/8" R-bar, Wilson; thence South 84°44'27" West continuing on said North line a distance of 84.11 feet to a found 5/8" R-bar, Wilson; thence North 87°55'09" West continuing on said North line a distance of 1245.54 feet to a set 1/2" R-bar; thence North 02°58'22" East a distance of 45.51 feet to a set 1/2" R-bar; thence North 88°15'09" West continuing on said North line a distance of 20.00 feet to a found 5/8" R-bar, Wilson; thence North 02°58'22" East on the West line of said South Half a distance of 1298.86 feet to the Northwest Corner of said South Half being a found 5/8" R-bar, Matthews; thence South 88°19'05" East on the North line of said South Half and partially on the South line of Prairie View Acres - Phase One First Replat a distance of 2611.72 feet to the Point of Beginning, containing 67.1 acres, more or less.


PRELIMINARY PLAT LOST RIVER ADDITION, In the E/2 of Section 5, T24S, R32W, Garden City, Finney County, KS.

RECEIVED
City of Garden City, KS
Project Number: SPGC21-03
Received by: MB
Date: 21Apr2021
No. of Pages: 1 (PLAT)
4th Submittal

Developer:
WVG Investments, LLC
1808 Van Dittie
Garden City, KS. 67846

CORNERSTONE
Professional
Services, Inc.
1555 North Shore Circle
Garden City, KS. 67846
© 2020 620-272-7991
Copyrighted

COMPLETED
RHID'S



2006
2003
2004
2001
2004
Apt 12 Apt 1
Apt 5 Apt 8
Apt 4 Apt 3 Apt 2A Apt 1A
2503 2505 2507 2509 2511 2513 2601 2603 2605 2607 2609 2611
NOTTING HILL CT
1818
E KANSAS AVE
2507

[illegible]

Pioneer Road Estates



Clarion Estates



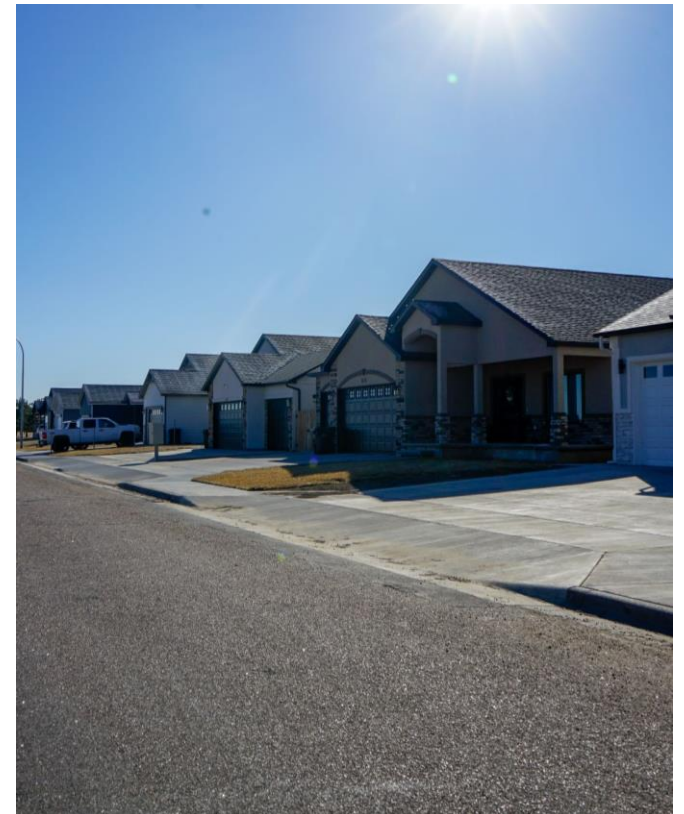


NORTHBOROUGH FIRST ADDITION REPLAT



- ▶ Total lots= 10
- ▶ Duplex units completed = 20

Milestone Addition



Maggie's Addition

Total units: 6



NON-RHID RESIDENTIAL DEVELOPMENTS





East Cambridge Square Phase 1

Pheasant Valley Third Addition Replat

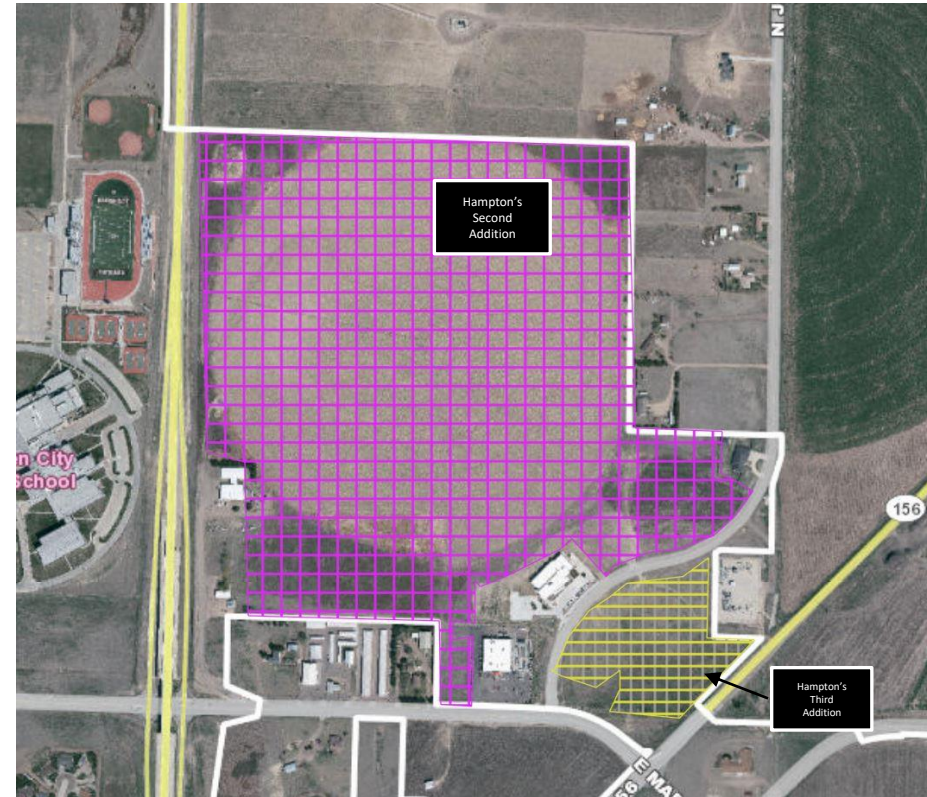


INACTIVE RHID'S



Hamptons Second & Third Addition

- ▶ Has been through the entire RHID Process with a development agreement, but developer did not proceed



Columbus Addition

- Has been through the entire RHID Process with a development agreement, but developer did not proceed



Anticipated 2024 RHID's and Housing Developments





Montoya Addition

- Potential lots: 11
- Single Family homes with a PUD overlay for reduce lots sizes

SLIGO STATION

- 60 apartment units
- Received \$2 million in MIH-ARPA in 2023
- Applied for Round 3 of LIHTC in 2023



ALL IN THE NAME OF THE LORD, AMEN. CANTOR: JAMES H. HARRIS, JR.



156 & N JENNIE BARKER RD - SITE PLAN CONCEPT



PARKING REQUIREMENTS

Parking Requirements

TOTAL			
Multi-Family	2 spaces/unit	513	513
Dwelling	4 spaces/unit	152	152

- 348 units
- Duplexes and apartments
- State approved RHID area
- Applied for LIHTC Round 3 in 2023



GARDEN CITY APARTMENTS

- Duplexes and apartments
- Applied for MIH Round 3 in 2023
- 140 studio apartments



Additional Housing Developments within Finney County & Holcomb

MARY STREET & FARMLAND ROAD

- TOTAL UNITS FOR PHASES 1 thru 3: 88



Cambridge Square Phase 4

South of Laura Lane

- 15 detached single-family homes
- 9 attached single-family homes
- Holcomb RHID

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: February 5, 2024
RE: Library Request

DISCUSSION:

The Library building has experienced damages to the facility from clogged storm water pipes in the building. The damages have been covered by insurance but the Library wishes to be proactive and replace the remaining 5 drains. The cost of the repairs, based upon quotes is \$7,010.52.

ALTERNATIVES:

Approve the request for funding of the repairs.

Deny the request for the funding of repairs.

RECOMMENDATION:

Approve the request for \$7,010.52

FISCAL And/Or POLICY IMPACT:

Contribution from the County CIP Fund

MEMORANDUM

TO: County Commission
THRU:
FROM: Susan Richmeier
DATE: February 5, 2024
RE: County Attorney Building Capital Project

DISCUSSION:

See attached letter

RECOMMENDATION:

See attached letter

ATTACHMENTS:

Description

Request Letter

Final Contract



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of January in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Finney County – Board of County Commissioners
311 N. 9th St.
Garden City, KS 67846

and the Architect:
(Name, legal status, address and other information)

GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846

for the following Project:
(Name, location and detailed description)

Finney County Attorney Building Remodel
409 N. 9th St.
Garden City, KS 67846

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Project consists of the remodeling of the Finney County Attorney Building including the Lower Level and the Main Level. New office and common spaces will be created on each level along with remodeling existing spaces. New finishes, lighting, electrical and reworking the existing mechanical system are included in the Project.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
One Million (\$1,000,000.00)
- .2 Automobile Liability
One Million (\$1,000,000.00)
- .3 Workers' Compensation
One Million (\$1,000,000.00)
- .4 Professional Liability
Two Million (\$2,000,000.00)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an opinion of probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the opinion of probable Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest opinion of probable Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services a minimum of bi-weekly () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, environmental mediation (if any) of the site, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of probable Cost of the Work and updated opinion of probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing the opinion of probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable Cost of the Work to meet the Owner's budget. The Architect's opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the

Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, any modification of the contract documents, if required, shall entitle the Architect to additional compensation under the terms of this agreement, whether or not the construction phase is commenced.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction in Finney County, Kansas

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Fifteen percent (15%) of Compensation as defined in Article 11.1

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be Negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$54,615.00
- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15.00%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty	percent (30	%)
Construction Documents	Forty	percent (40	%)
Phase				
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal 1	\$140.00
Principal 2	\$120.00
Associate 1	\$ 105.00
Associate 2	\$ 95.00
Staff 1	\$ 85.00
Staff 2	\$ 75.00
Staff 3	\$ 65.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15.00 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Undisputed Amounts unpaid Sixty (60) days after the invoice date shall bear a late payment fee at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual late payment fee agreed upon.)

18.00 % per annum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 All references to "estimate of the Cost of Work" shall be deleted and replaced with "opinion of probable Construction Cost".

§ 12.2 The Owner shall review, authorize adjustments, and provide written approval of each design phase to the Architect. This approval shall be deemed as Notice-to-Proceed with the next design phase. Following approval of the Owner, revisions to prior approved design phases may be subject to Contingent Additional Services set forth in Paragraph 4.2.

§ 12.3 It is understood and agreed that the nature of the design process is such that there may be items unforeseen and beyond the control of the Architect that are more efficiently deferred, for the benefit of the Owner, to a point during construction at which time design decisions can be made in light of a clear understanding of actual field conditions. The Owner agrees to set aside a reserve in an amount to be determined and agreed upon by the Owner and Architect as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its subconsultants with respect to any increased costs because of such changes or because of any claims made by the Contractor relating to such changes. All other claims are subject to the limitations in Paragraphs 12.4 and 12.5 below.

§ 12.4 If as provided for in 12.3, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item of component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or

betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project

§ 12.5 In recognition of the relative risks and benefits of the project(s) to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his/her subconsultants to the Owner and to all construction contractors and subcontractors on the project(s) for any and all claims, losses, costs, damages, or any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his/her subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the sole project(s) for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

§ 12.6 Architect reserves the right to assign personnel to this project as required to expedite the work and complete the project on schedule, and in consideration of other projects in Architect's office at that time.

§ 12.7 Sales tax is not included in fees quoted above. Should the State of Kansas enact legislation that would require sales tax on professional services during the course of this project, the Owner agrees to add to the Architect's compensation the appropriate amount of sales tax specified by law.

§ 12.8 Architect shall comply with Kansas State Statute K.S.A. 72-1148.

§ 12.9 The Owner will contract directly with a licensed Geotechnical Engineering firm to investigate sub-soil conditions at all sites where new construction or additions are proposed. An allowance for the cost of this work has been built into the overall project budget.

§ 12.10 The Owner will contract directly with a licensed land surveyor to provide surveys at all sites. Architect will help Owner procure survey proposals for Owner's consideration. An allowance for the cost of this work has been built into the overall project budget.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)
- .3** Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)
- .4** Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Julie Hopkins, Director of Design

(Printed name, title, and license number, if required)



Init.

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Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:00:32 ET on 01/12/2024.

PAGE 1

AGREEMENT made as of the 11th day of January in the year 2024

...

Finney County – Board of County Commissioners
311 N. 9th St.
Garden City, KS 67846

...

GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846

...

Finney County Attorney Building Remodel
409 N. 9th St.
Garden City, KS 67846

PAGE 2

The Project consists of the remodeling of the Finney County Attorney Building including the Lower Level and the Main Level. New office and common spaces will be created on each level along with remodeling existing spaces. New finishes, lighting, electrical and reworking the existing mechanical system are included in the Project.

PAGE 3

One Million (\$1,000,000.00)

...

One Million (\$1,000,000.00)

...

One Million (\$1,000,000.00)

...

Two Million (\$2,000,000.00)

PAGE 4

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an ~~estimate of the opinion of probable~~ Cost of the Work prepared in accordance with Section 6.3.

...

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the ~~estimate for the opinion of probable~~ Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest ~~estimate of the opinion of probable~~ Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

PAGE 6

§ 4.2.2 The Architect has included in Basic Services a minimum of bi-weekly () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 7

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, environmental mediation (if any) of the site, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary ~~estimate of the opinion of probable~~ Cost of the Work and updated ~~estimates of the opinion of probable~~ Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any ~~estimate of the opinion of probable~~ Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing ~~estimates of the~~ the opinion of probable Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the ~~estimated opinion of probable~~ Cost of the Work to meet the Owner's budget. The Architect's ~~estimate of the opinion of probable~~ Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

PAGE 8

§ 6.5 If at any time the Architect's ~~estimate of the opinion of probable~~ Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6: any modification of the contract documents, if required, shall entitle the Architect to additional compensation under the terms of this agreement, whether or not the construction phase is commenced.

PAGE 9

[☒] Litigation in a court of competent jurisdiction in Finney County, Kansas

...

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

PAGE 10

Fifteen percent (15%) of Compensation as defined in Article 11.1

...

To be Negotiated

PAGE 11

\$54,615.00

PAGE 12

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (~~15.00~~%), or as follows:

...

Design Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (<u>25</u>	%)

...

<u>Principal 1</u>	<u>\$140.00</u>
<u>Principal 2</u>	<u>\$120.00</u>
<u>Associate 1</u>	<u>\$ 105.00</u>
<u>Associate 2</u>	<u>\$ 95.00</u>
<u>Staff 1</u>	<u>\$ 85.00</u>
<u>Staff 2</u>	<u>\$ 75.00</u>
<u>Staff 3</u>	<u>\$ 65.00</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15.00 %) of the expenses incurred.

...

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Undisputed Amounts unpaid Sixty (60) days after the invoice date shall bear ~~interest~~ a late payment fee at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(*Insert rate of monthly or annual ~~interest~~ late payment fee agreed upon.*)

18.00 % per annum

...

§ 12.1 All references to "estimate of the Cost of Work" shall be deleted and replaced with "opinion of probable Construction Cost".

§ 12.2 The Owner shall review, authorize adjustments, and provide written approval of each design phase to the Architect. This approval shall be deemed as Notice-to-Proceed with the next design phase. Following approval of the Owner, revisions to prior approved design phases may be subject to Contingent Additional Services set forth in Paragraph 4.2.

§ 12.3 It is understood and agreed that the nature of the design process is such that there may be items unforeseen and beyond the control of the Architect that are more efficiently deferred, for the benefit of the Owner, to a point during construction at which time design decisions can be made in light of a clear understanding of actual field conditions.

The Owner agrees to set aside a reserve in an amount to be determined and agreed upon by the Owner and Architect as a contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its subconsultants with respect to any increased costs because of such changes or because of any claims made by the Contractor relating to such changes. All other claims are subject to the limitations in Paragraphs 12.4 and 12.5 below.

§ 12.4 If as provided for in 12.3, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item of component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project

§ 12.5 In recognition of the relative risks and benefits of the project(s) to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his/her subconsultants to the Owner and to all construction contractors and subcontractors on the project(s) for any and all claims, losses, costs, damages, or any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his/her subconsultants to all those named shall not exceed the Architect's total fee for services rendered on the sole project(s) for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

§ 12.6 Architect reserves the right to assign personnel to this project as required to expedite the work and complete the project on schedule, and in consideration of other projects in Architect's office at that time.

§ 12.7 Sales tax is not included in fees quoted above. Should the State of Kansas enact legislation that would require sales tax on professional services during the course of this project, the Owner agrees to add to the Architect's compensation the appropriate amount of sales tax specified by law.

§ 12.8 Architect shall comply with Kansas State Statute K.S.A. 72-1148.

§ 12.9 The Owner will contract directly with a licensed Geotechnical Engineering firm to investigate sub-soil conditions at all sites where new construction or additions are proposed. An allowance for the cost of this work has been built into the overall project budget.

§ 12.10 The Owner will contract directly with a licensed land surveyor to provide surveys at all sites. Architect will help Owner procure survey proposals for Owner's consideration. An allowance for the cost of this work has been built into the overall project budget.

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Julie Hopkins, Director of Design

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: February 5, 2024
RE: Health Department / EMS Construction Delivery Model

DISCUSSION:

Commission is to consider the construction delivery model to use for the construction of the new Health Department / EMS building.

BACKGROUND:

In CM at risk, the construction manager is committed to delivering the project within a guaranteed maximum price (GMP). The construction manager acts as a consultant to the project owner during the development and design phases or preconstruction services. During the construction phase, they act as the general contractor.

The other method to consider is the Design, Bid, Build Construction model.

ALTERNATIVES:

1. Commission to motion to utilize the CM@R delivery model
2. Commission to motion to utilize the Design Bid Build delivery model.

RECOMMENDATION:

Staff recommends the Commission pass a motion to use the CM@R construction delivery model for the Health Department / EMS building project.

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: February 5, 2024
RE: Health Department / EMS Architect Agreement

DISCUSSION:

Consideration of the agreement for architectural services with Goldberg Group Architects for the design of the new EMS / HD building.

Agreement has been reviewed by County Counselor.

ALTERNATIVES:

1. Accept agreement as presented.
2. Accept agreement with changes.
3. Reject agreement.

RECOMMENDATION:

Staff recommends options 1 Accept agreement as presented.

FISCAL And/Or POLICY IMPACT:

Resources for this project is from sales tax revenues.

ATTACHMENTS:

Description

GGA Agreement

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: February 5, 2024
RE: Sewer Modernization Construction Contract

DISCUSSION:

Commission is to consider Construction Contracts for the sewer modernization and repair project to be performed by the Middlecreek Corporation.

BACKGROUND:

Bids were accepted by the County for this project with one bid being received. Cost of construction is 3,958,757.20

Contracts have been reviewed by County Counselor.

ALTERNATIVES:

1. Accept the contracts and authorize the Chairman to sign the contracts.
2. Reject the Contracts and send back with changes.

RECOMMENDATION:

Staff recommends the Board accept the contracts and authorize the Chairman to sign.

FISCAL And/Or POLICY IMPACT:

Paid for from ARPA funds.

ATTACHMENTS:

Description

Cover and Notice of Award

Proposal and Agreement

Insurance and Bonds



December 4, 2023

Board of County Commissioners
Finney County Kansas
101 W Maple St
Garden City KS 67846

RE: Bond # So41452
Project Name: Public Works Sanitary Sewer District #4 Pump Station Replacement.


Dear Contractor,

The attached Bond(s) and Power of Attorney have purposely not been dated at your request. Please DO NOT date either of these documents until you have the signed contract. At that time, EMC is authorizing you to date the Bond(s) and the Power of Attorney as of the date of the contract or a later date. The referenced bond is null and void if it is not dated within 60 days of this letter and we are advised of the date used.

If you have any questions, please do not hesitate to contact our office.

Thank you.

Sincerely,


Terri J Modellmog

Conrade Insurance Group, Inc.
316-999-8025
tmodellmog@conradeinsurance.com

CC: EMC

DOCUMENT 00510

NOTICE OF AWARD

Date November 7, 2023.

To: Middlecreek Corporation
(Bidder)

Address: PO Box 136, 609 W. 3rd Street
Peabody, KS 66866

Project: Finney County Public Works
 Sanitary Sewer District #4 - Pump Station Replacement

You are hereby notified that your Bid dated October 10, 2023, for the above Contract has been considered. You are the apparent successful Bidder and are being considered for the award of a contract for the above-named Project.

The Bid Price of your contract is \$ 4,016,957.20 Dollars. However, as indicated via telephone and your subsequent email correspondence, Finney County has elected to proceed with the project and eliminate the standby (third) pumps in each instance, reducing the Bid Price by \$58,200.00. The total project Bid Price is now \$3,958,757.20 Dollars.

Two copies of the Agreement Form accompany this Notice of Award.

Unless otherwise indicated, you must respond within 10 days of the date of this Notice of Award; that is, by November 17, 2023.

1. You must deliver to the OWNER two fully executed Agreement forms.
2. You must deliver with the executed Agreement such Bonds and certificates of insurance as specified in paragraphs 2.01 and 5.03 of the General Conditions.
3. To comply with the insurance requirements to endorse the OWNER, the ENGINEER, and the OWNER's Consultant as additional insureds, the following statement must appear on each of the insurance certificates: "The OWNER, its officials, employees, agents, ENGINEER and Consultant are named as additional insureds."
4. You must also deliver with the executed Agreement, copies of all current Business Licenses for you as General Contractor and for all Subcontractors working on the Project.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

Within fourteen (14) days after receiving the Agreement and attached documents, pending the acceptability of the Agreement and attached documents, the OWNER will return to you one fully signed Agreement Form.

BOARD OF COUNTY COMMISSIONERS
FINNEY COUNTY, KANSAS

Finney County
OWNER

[Signature]
(Signature)
Cerald O. Schultz, Chair

11-15-23
(Date)

END OF DOCUMENT

PROPOSAL

Date: 10-10-23, 2023

Project Name: Sanitary Sewer Districts No. 1, No. 2, No. 3, & No. 4 – Improvements
Finney County Public Works Department

- A. Proposal of Middlecreek Corporation (hereinafter called "BIDDER") to the Finney County Public Works Department, Garden City, Kansas (hereinafter called "OWNER").
- B. The BIDDER, in compliance with the Invitation to Bid for the **Sanitary Sewer Districts No. 1, No. 2, No. 3 Improvements**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the execution of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, tools, equipment, materials, and supplies, and services to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
- C. The bidder hereby agrees that if the bidder's proposal is accepted and a Contract is awarded, the bidder shall execute the Contract agreement. Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal Contract Agreement, enclosed therewith within fourteen (14) calendar days and deliver the specified and other required documents.
- D. The undersigned hereby acknowledges receipt of the following addendum(s):
- | | |
|----------------------------|-----------------------|
| Addendum No.: <u> / </u> | Dated: <u>9-27-23</u> |
| Addendum No.: _____ | Dated: _____ |
| Addendum No.: _____ | Dated: _____ |
- E. Bidder agrees to perform all obligations under this Contract for the following proposed amount. If this is a unit price Contract, the proposed amount is based on the unit prices proposed below.
- F. Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.
- G. The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

BID FORM
Sanitary Sewer Districts No. 1, No. 2, No. 3, & No. 4 – Improvements

Part A: Sewer District No. 1

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	155000.00	155000.00
2	Pump Station Renovation, (incl. additional pump)	1	LS	248000.00	248000.00
3	6-inch Check Valve	2	Each	4800.00	9600.00
4	Standby Generator	1	LS	39745.00	39745.00
5	Sewer District No. 1 Misc. Repairs	1	LS	7900.00	7900.00

Part A: Sewer District No. 1 Total 460,245.00

Part B: Sewer District No. 2 – Southwind Main Pump Station

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	131000.00	131000.00
2	Pump Station Renovation, (incl. additional pump)	1	LS	238900.00	238,900.00
3	6-inch Check Valve	2	Each	4800.00	9,600.00
4	6-inch Gate Valve (2 located at lagoons)	4	Each	4100.00	16,400.00
5	6-inch 90-degree Bend	2	Each	870.00	1,740.00
6	6" x 6" Tee (DIP)	1	Each	963.00	963.00
7	Air Relief Valve	6	Each	8897.00	53,382.00
8	Standby Generator	1	LS	38330.00	38330.00

Part B: Sewer District No. 2 – Southwind Main Pump Station Total 490,315.00

Part C: Sewer District No. 2 – Southwind Pump Station #1

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	98000.00	98000.00
2	Pump Station Renovation, (incl. additional pump)	1	LS	248700.00	248700.00
3	Standby Generator	1	LS	39000.00	39000.00

Part C: Sewer District No. 2 – Southwind Pump Station #1 Total 385,700.00

Part D: Sewer District No. 2 – Southwind Pump Station #2

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	96000.00	96000.00
2	Pump Station Renovation, (incl. additional pump)	1	LS	238300.00	238,300.00
3	4-inch Check Valve	2	Each	3768.00	7536.00
4	4-inch Gate Valve	2	Each	3137.00	6274.00
5	Standby Generator	1	LS	34745.00	34,745.00

Part D: Sewer District No. 2 – Southwind Pump Station #2 Total 382,855.00

Part E: Sewer District No. 2 – Southwind Pump Station #3

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	96000.00	96000.00
2	Pump Station Renovation	1	LS	238300.00	238,300.00
3	Standby Generator	1	LS	39000.00	39,000.00

Part E: Sewer District No. 2 – Southwind Pump Station #3 Total 373,300.00

Part F: Sewer District No. 2 – Grinder Pump Stations

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	71000.00	71,000.00
2	Grinder Pump Station, Complete (408 Kensington)	1	LS	219600.00	219,600.00
3	Grinder Pump Station, Complete (818 Kensington)	1	LS	219600.00	219,600.00
4	Grinder Pump Station, Complete (1940 Kensington)	1	LS	219600.00	219,600.00

Part F: Sewer District No. 2 – Grinder Pump Stations Total 729,800.00

Part G: Sewer District No. 3 - Towns

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	71000.00	71000.00
2	Pump Station Renovation, (incl. additional pump)	1	LS	229000.00	229000.00
3	4-inch Gate Valve	2	Each	3837.00	7674.00
4	6-inch Gate Valve	2	Each	4100.00	8200.00
5	Standby Generator	1	LS	39450.00	39450.00

Part G: Sewer District No. 3 - Towns Total 355,324.00

Part H: Sewer District No. 3 - Towns South

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	71000.00	71000.00
2	Pump Station Renovation	1	LS	231000.00	231000.00
3	Standby Generator	1	LS	39450.00	39450.00
4	4-inch Gate Valve	2	Each	3837.00	7674.00
5	6-inch Gate Valve	2	Each	4100.00	8200.00
6	8" Force Main Cleaning Launch Port	1	LS	12700.00	12700.00
7	Air Relief Valve	5	Each	9387.00	46,935.00
8	Sewer District No. 3 Misc. Repairs	1	LS	13600.00	13600.00

Part H: Sewer District No. 3 - Towns South Total 430,559.00

Part I: Sewer District No. 4

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	110000.00	110,000.00
2	Pump Station Replacement	1	LS	189000.00	189,000.00
3	Force Main 8" DIP	27	LF	312.00	8,424.00
4	Sanitary Sewer (12" PVC)	22.4	LF	205.00	4,592.00
5	Gravel Surfacing	1084.4	SY	43.00	46,629.20
6	Fencing	299	LF	36.00	10,764.00
7	Standby Generator	1	LS	39450.00	39,450.00

Part I: Sewer District No. 4 Total 408,859.20

Grand Total Parts A, B, C, D, E, F, G, H, I 4,016,957.20

Dated this 10 day of oct, 2023

Bidder: Middlecreek Corporation By: Frank Oursler

Title Sec/Treasurer Signature: Frank Oursler

CERTIFICATION:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT. EXECUTED ON October 10, 2023 (DATE).

Respectfully submitted,

Date: 10 Oct 23

Bidder: Middlecreek Corporation

By: Frank Currier
(Type or Print Name)

Title: Sec/Treasurer

(SEAL – IF BID IS BY

PO Box 136

A CORPORATION)

Peabody, KS 66504
(Business Address)

Email: office@middlecreekcorp.com

**SANITARY SEWER DISTRICTS NO. 1, NO. 2, NO. 3, & NO. 4 IMPROVEMENTS
FINNEY COUNTY, KANSAS**

Addendum No. 1
To the Specifications, Contract Documents, and Plans
For

Sanitary Sewer Districts No. 1, No. 2, No. 3, & No. 4 Improvements

Bid Time/Date: 1:30 pm, Tuesday, October 10, 2023

Today's Date: September 27, 2023

TO ALL PROSPECTIVE BIDDERS: You are hereby notified of the following changes in the **Specifications, Contract Documents, and Plans** for the above project. These changes shall become effective on above date.

SPECIFICATIONS/CONTRACT DOCUMENTS:

1. **INVITATION TO BID:** ~~REMOVE~~ the following two sentences (shown here with a strikethrough) from the paragraph: Selection shall be based on price and the character, integrity, reputation, judgment and experience of the Contractor for the type of work to be performed. ~~The availability and delivery date of the pumps, associated pump controls, and standby generators are difficult to define. However, all other work, with the possible exception of the installation of the pumps, associated pump controls, and generators must be completed prior to April 15, 2024.~~

2. **PROPOSAL:** **ADD** the following to the **PROPOSAL** and **SUBMIT** with the **PROPOSAL**:

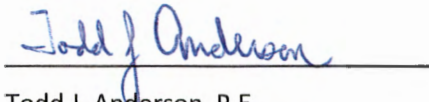
Proposed Starting Date: Upon Receipt of material

Proposed Number of Working Days: 150

3. **AGREEMENT FORM:** In Article 4, Part 4.02A., **CHANGE** "The Work will be substantially completed prior to December 31, 2023 and ready for final payment within 14 working days after the Substantial Completion date" to "The Work will be substantially completed prior to **December 31, 2024** and ready for final payment within 14 working days after the Substantial Completion date".

ALL BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE PROPOSAL. FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM MAY BE CAUSE FOR REJECTION OF THE BID.

SHM CONSULTANTS



Todd J. Anderson, P.E.
Project Manager

Todd Anderson

From: Shallom VanCuren <office@middlecreekcorp.com>
Sent: Wednesday, October 25, 2023 11:08 AM
To: Todd Anderson
Subject: RE: Finney County

That is correct.

From: Todd Anderson <tanderson@smhconsultants.com>
Sent: Wednesday, October 25, 2023 10:56 AM
To: Shallom VanCuren <office@middlecreekcorp.com>
Subject: RE: Finney County

Shallom,

I want to be certain I understand this. I've attached a sheet and highlighted in yellow the five standby pumps that would be eliminated. If these five pumps are eliminated, the bid from Middlecreek would be reduced by \$58,200. Is this correct? I want to verify this dollar amount before I let Finney County know.

Thank you very much.

Todd Anderson, P.E.

SMH Consultants

P: 785.776.0541



From: Shallom VanCuren <office@middlecreekcorp.com>
Sent: Wednesday, October 25, 2023 10:00 AM
To: Todd Anderson <tanderson@smhconsultants.com>
Subject: RE: Finney County

Sorry, I forgot the attachment on the last email.

These are the deducts provided by enviroline.

Thank You,

Shallom

From: Todd Anderson <tanderson@smhconsultants.com>
Sent: Wednesday, October 18, 2023 4:45 PM
To: Middlecreek Corp <middlecreek@speednet.com>
Cc: Robert Reece (<rreece@finneycounty.org> <rreece@finneycounty.org>
Subject: Finney County

Middlecreek,

Checking in to see if you've had the opportunity to determine what the cost savings would be if the five standby pumps are eliminated from the Finney County Sewer Districts 1-4 project as we discussed on the phone last week. Just let me know your thoughts.

Thank you.

Todd Anderson, P.E.

SMH Consultants

P: 785.776.0541



From: Middlecreek Corporation
P. O. Box 136
Peabody, KS 66866
Office: 620-983-2371
Email: office@middlecreekcorp.com

To: SMH
Attn: Todd Anderson

10/25/2023

District 1-4 Project

	Stand By Pumps			
	Description	Quantity	Unit	Deduct
1	Dist 1	1	EA	\$ 13,000.00
2	Dist 2/ Main	1	EA	\$ 13,000.00
3	Dist 2/ LS 1	1	EA	\$ 6,200.00
4	Dist 2/ LS 2	1	EA	\$ 13,000.00
5	Dist 2/ LS 3	1	EA	\$ 13,000.00
6	Dist 2/ 408	1	EA	\$ 6,200.00
7	Dist 2/ 818	1	EA	\$ 6,740.00
8	Dist 2/ 1940	1	EA	\$ 6,740.00
9	Dist 3/ LS Towns	1	EA	\$ 13,000.00
10	Dist 3/ Towns South	1	EA	\$ 13,000.00
	Total			\$ 103,880.00

58,200.00 ←

Approved By: _____

AGREEMENT FORM

THIS AGREEMENT is by and between Board of County Commissioners, Finney County, KS (hereinafter called OWNER) and Middlecreek Corporation (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

1. Sanitary Sewer Districts No. 1, No. 2, No. 3, & No. 4 Improvements.
Complete replacement of existing, submersible pump station with a new duplex, submersible pump station located within Sewer District No. 4; replacement of pumps, controls, and appurtenances in Sewer Districts No. 1, No. 2, and No. 3; replacement of 3 grinder pump stations; addition of 8 total standby generators; and various other associated improvements to the County's Sewer Districts.

ARTICLE 2 - WORK

2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for completion of the project.

ARTICLE 3 - ENGINEER

3.01 The ENGINEER, SMH Consultants, is to act as OWNER's representative.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence:

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment:

A. The Work will be substantially completed within the time indicated on the Proposal, which states 150 Working Days upon receipt of the material, and ready for final payment within 14 working days after the Substantial Completion date.

4.03 Liquidated Damages:

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize that it will be impracticable to determine actual damages which OWNER will sustain in the event of or by reason of the delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$400 (four hundred dollars) for each day that expires after the specified time in paragraph 4.02 for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$400 (four hundred dollars) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by OWNER, and CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, CONTRACTOR agrees that OWNER may deduct the amount thereof from any money due or that may become due to CONTRACTOR by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.A:

See Attached Proposal (Bid Form) A1 and additional correspondence A2 indicating the deduction due to the elimination of the standby pumps.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications for Payment to ENGINEER. Applications for Payment will be processed by ENGINEER.

6.02 Progress Payments:

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or before the 10th day of each month during performance of the Work.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. Proposal/Bid Form;
3. Specifications and Drawings;
4. Addenda (numbers 1 to 1 , inclusive);

B. There are no Contract Documents other than those listed above in this Article 8.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

BOARD OF COUNTY COMMISSIONERS
FINNEY COUNTY, KANSAS

By: _____

Attest: _____

Address for giving notices:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

Middlecreek Corporation

By: Frank Owsen

Attest: Shawn Johnson

Address for giving notices:

PO Box 134
Peabody KS 66801
Office @ middlecreekcorp.com

License No. _____
(Where applicable)

Agent for service of process:

Designed Representative

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT



MIDDCOR-01

TMODELMOG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conrade Insurance Group Inc 129 E Broadway Newton, KS 67114	CONTACT NAME:	
	PHONE (A/C, No, Ext): (316) 283-0096	FAX (A/C, No): (316) 283-2444
INSURED Middlecreek Corporation 609 W 3rd St Peabody, KS 66866	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Accident Fund	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
10677		
10166		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPP 0509896	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EPP 0509896	11/2/2023	11/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EPP 0509896	11/2/2023	11/2/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X 100069550	11/2/2023	11/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bond Public Works Sanitary Sewer Dist #4 Pump Station Replacement

Board of County Commissioners Finney County Kansas (owner), its officials, employees and agents, and SMH Consultants (engineer and consultant) are Additional Insured to General Liability. Coverage is Primary Noncontributory, Including Waiver of Subrogation.

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners Finney County Kansas
101 W Maple St
Garden City, KS 67846

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that the CONTRACTOR Middlecreek Corporation

of PO Box 136, Peabody KS 66866, as principal,

and as surety Employers Mutual Casualty Company

a corporation authorized under the laws of the State of Iowa

with general offices in Kansas

and authorized to transact business in the State of Kansas, are held and firmly bound unto the Board of County Commissioners, Finney County, Kansas, in the penal sum of Three Million Nine Hundred Fifty Eight Thousand Seven Hundred Fifty Seven and 00/100 Dollars (\$ 3,958,757.00) lawful money of the United States, for the payment of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, in the year _____. THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written agreement with the Board of County Commissioners, Finney County, Kansas, as Owner, dated _____, in the year _____, for the furnishing of all materials and labor and doing all the work of whatever kind necessary to construct "Sewer District #4 - Pump Station Replacement" for the OWNER, all in accordance with the Contract Documents for such work on file in the office of the legally authorized representative of the OWNER and in accordance with said agreement, a copy of which is, or may be, attached hereto and which is, or may be, attached hereto and which is by referenced made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, material or labor furnished, used or consumed in connection with or in or about the construction or making of the above described improvement; including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said surety has caused these presents to be executed in its name, and its corporate seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

Middlecreek Corporation

Frank Oursler
PRINCIPAL Frank Oursler, President (SEAL)

ATTEST:

By Shallom Van Curen
Shallom Van Curen
Title Office Manager

Terri J. Modellmog
SURETY Terri J Modellmog (SEAL)
Attorney-in-Fact

ATTEST:

By Jennifer Shipman
Jennifer Shipman
Title Account Manager

This instrument shall be executed in six (6) copies, all considered as original. Date of this instrument shall not be prior to date of agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon. CONTRACTOR shall file one copy with the Clerk of the District Court.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TERRI J. MODELMOG

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond **Principal:**
Number Middlecreek Corporation

Obligee:
Board of County Commissioners
Finney County Kansas

S041452

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

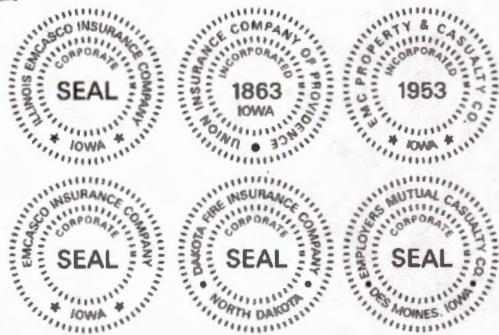
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Ryan J. Springer
Vice President

DOCUMENT 00614

CONSTRUCTION PAYMENT BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Middlecreek Corporation
PO Box 136, 609 W 3rd St
Peabody, KS 66866

SURETY (Name and Address of Principal Place of Business):

Employers Mutual Casualty Company
PO Box 712
Des Moines IA 50306-0712

OWNER (Name and Address):

Board of County Commissioners, Finney County, KS
101 W Maple St
Garden City KS 67845

CONSTRUCTION CONTRACT

Date: _____

Amount: Three Million Nine Hundred Fifty Eight Thousand Seven Hundred Fifty Seven and 00/100
Project: Finney County Public Works Sanitary Sewer District #4 Pump Station Replacement \$3,958,757.00

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: Three Million Nine Hundred Fifty Eight Thousand Seven Hundred Fifty Seven and 00/100

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPALCompany: Middlecreek Corporation (Corp Seal)Signature: Frank OurslerName and Title: Frank Oursler
President**SURETY**Employers Mutual Casualty Company
Company: _____ (Corp Seal)Signature: Terri J ModellmogName and Title: Terri J Modellmog
Attorney-in-Fact

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors. Reprinted 10/90.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors. Reprinted 10/90.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

a. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

b. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

a. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

b. Claimants who do not have a direct contract with the CONTRACTOR:

(1) Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

(2) Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly; and

(3) Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors. Reprinted 10/90.

5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

a. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

b. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Construction Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.a or Clause 4.b(3), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of the Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

EJCDC No. 1910-208

(1984 Edition) Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors. Reprinted 10/90.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions.

a. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include with limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the CONTRACTOR and the CONTRACTOR's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

b. Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all the Contract Documents and changes thereto.

c. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNERS REPRESENTATIVE:

END OF DOCUMENT

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors. Reprinted 10/90.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TERRI J. MODELMOG

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number **Principal:**
S041452 Middlecreek Corporation

Obligee:
Board of County Commissioners
Finney County Kansas

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

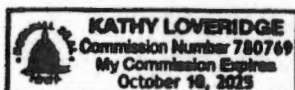
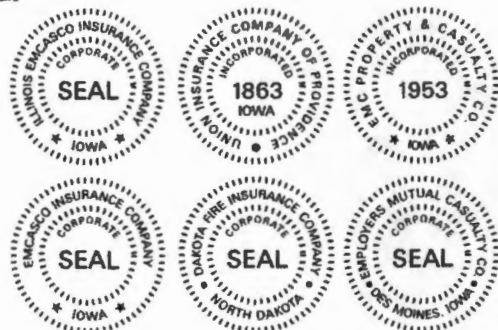
AUTHORITY FOR POWER OF ATTORNEY

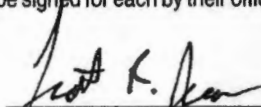
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

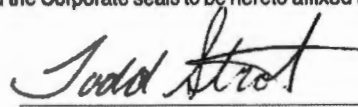
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals




Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

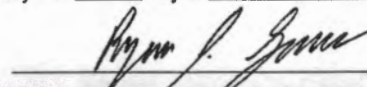
My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.


Ryan J. Springer Vice President

DOCUMENT 00612

CONSTRUCTION PERFORMANCE BOND

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Middlecreek Corporation

PO Box 136, 609 W 3rd St

Peabody KS 66866

SURETY (Name and Address of Principal Place of Business):

Employers Mutual Casualty Company

PO Box 712

Des Moines IA 50306-0712

OWNER (Name and Address):

Board of County Commissioners, Finney County Kansas

101 W Maple St

Garden City KS 67846

CONSTRUCTION CONTRACT

Date: _____

Amount: Three Million Nine Hundred Fifty Eight Thousand Seven Hundred Fifty Seven and 00/100Project: Finney County Public Works Sanitary Sewer District #4 Pump Station Replacement \$3,958,757.00**BOND**

Date (Not earlier than Construction Contract Date): _____

Amount: Three Million Nine Hundred Fifty Eight Thousand Seven Hundred Fifty Seven and 00/100

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL

Middlecreek Corporation

Company: _____ (Corp Seal)

Signature: Frank Oursler

Name and Title:

Frank Oursler

President

SURETY

Employers Mutual Casualty Company

Company: _____ (Corp Seal)

Signature: Terri J. Modellmog

Name and Title:

Terri J Modellmog

Attorney-in-Fact

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp Seal)

Company: _____ (Corp Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Whereas, the **Finney County Board of County Commissioners, State of Kansas, and Middlecreek Corporation** (hereinafter designated as "Principal") have entered into an Agreement whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 20____, and identified as Project _____, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement.

Now, therefore, we, the Principal and **Employers Mutual Casualty Company**, as Surety, are held and firmly bound unto the **Finney County Board of County Commissioners** (hereinafter called "OWNER"), in the penal sum of Three Million Nine Hundred Fifty Eight Thousand Seven Hundred Fifty Seven and 00/100 (\$ 3,958,757.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless OWNER, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT OR BROKER:

OWNERS REPRESENTATIVE:

END OF DOCUMENT

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TERRI J. MODELMOG

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Middlecreek Corporation

Obligee:
Board of County Commissioners
Finney County Kansas

S041452

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

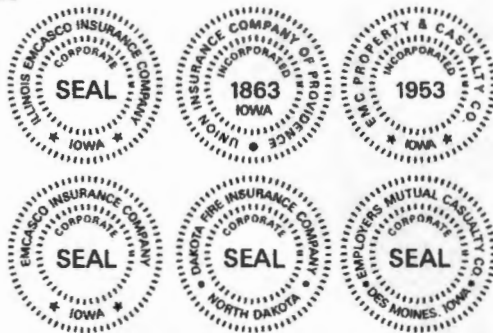
AUTHORITY FOR POWER OF ATTORNEY

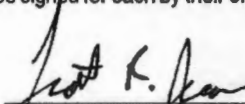
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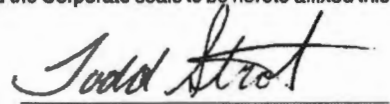
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IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals




Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

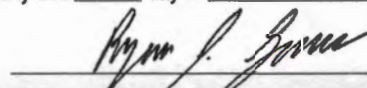
My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.


Ryan J. Springer
Vice President

MEMORANDUM

TO: County Commission
THRU:
FROM: Gerry Hahn, Noxious Weeds Director
DATE: February 5, 2024
RE: 2024 Noxious Weed Management Plan

DISCUSSION:

The Board of County Commissioners is asked to consider and approve the 2024 Management Plan for Noxious Weed.

BACKGROUND:

The Noxious Weed Division is required to submit an annual management plan to the Kansas Department of Agriculture (KDA). The plan outlines the work the division will be doing this year and identifies where the noxious weeds are located.

ALTERNATIVES:

1. The Board of County Commissioners may approve and sign the 2024 Management Plan.
2. The Board of County Commissioners may not approve and sign the 2024 Management Plan.

RECOMMENDATION:

Staff recommends Alternative 1, approve and sign the 2024 Management Plan.

FISCAL And/Or POLICY IMPACT:

None.

ATTACHMENTS:

Description
2024 Management Plan

2024 Management Plan

For Finney County County

Gerry Hahn, County Weed Director

Specify the goals and priorities of the program for the coming year.

This year we will working on Thistles. Trying to keep numbers down. Due to Rains in the spring and early summer I'm betting these numbers will be up from last year. Johnsongrass numbers were up and so was Bindweed. We will try to control these noxious weeds earlier in the year before they get established. We will spray for KDOT also.

Specify the goals and priorities of the program for the next five years.

I'm going to change our mode of action using different Herbicides, hoping to control more than one noxious weed at a time. Covering more ground earlier and faster bettering our chance for success.

Describe the areas which noxious weed species are known to occur within the county and specific locations of new infestations and areas particularly susceptible to new infestations.

Field bindweed	Is located in all of Finney County, less in the south.
Musk thistle	Mostly in the Northeast area, numbers lower that last year but could increase with moisture.
Sericea lespedeza	None found in years.
Johnsongrass	Is located in all Finney County, less in the Northeast.
Bur ragweed	Spotty areas in Finney County, doesn't seam to be increasing.
Canada thistle	Small Patches in Northeast area, doesn't seam to be increasing.
Hoary cress	None found in years.
Leafy spurge	None
Quackgrass	None
Kudzu	None
Russian knapweed	None

List any non-noxious invasive weed species you plan to control and the types of integrated weed control methods you plan on using on them.

Had a spot of Scotch thistle North of Garden City. Didn't see any after looking twice last year but will monitor area for any regrowth.

List your planned integrated weed management goals and procedures, with emphasis on noxious weed control on private land, including but not limited to biological control agent selection and distribution, pesticide selection and application and cultural and mechanical controls.

Biological Controls

Musk Thistle. We have some beetles in Finney County. Doesn't seem to help with controlling larger plant populations.

Chemical Controls

Bindweed and Bur-ragweed we use 24-d, Tordon tank mix. Imazapyr and or Imazapic.
Johnsongrass we use Imazapyr or Imazapic and or glyphosate.
Thistles we use 24-d, Tordon, Escort and or Milestone.

Cultural Controls

Mechanical Controls

Areas where pickup or 4-wheeler spraying rigs won't reach will use shovels to dig up plants.
Mainly Thistles.

Estimate the projected personnel, operations, and equipment costs of the proposed program.	
Personnel costs	\$165,000.00
Operations costs	\$325,000.00
Equipment costs	\$10,000.00

List the methods you plan to use to encourage compliance and the enforcement actions you will take if necessary.

We do chemical sales to encourage treating lands for noxious weeds. We also offer information in person or online to help. A General Notice in the newspaper. If any enforcement is necessary will follow procedures that have been set by the state.

List your plans for working with state and/or federal agencies to control the noxious weeds on state and/or federal lands.

We sign a contract with KDOT for controlling noxious weeds.

Describe your education and outreach plans for the coming year. Include training and professional development for yourself and your staff. (Attend District meetings? Annual Conference? Recertification?)

I'm certified in 9A, 1C, and 6. I've been with the department for over 4 years but 16 total with Finney County. Spraying for the family farm for 20+. This year I hope to attend Basic Schooling. I'm currently enrolled in CPM class. Also obtaining my remote pilots license for flying drones. Still attending West district meetings as their Treasurer and receiving recertifications.

List the facilities and equipment available for use in managing the noxious weeds in your county, including a list of the equipment available for rent to the public and the rent you charge.

We have our own building. 3750 sq ft with 1250 sq ft for chemical storage.

Application equipment 2020 f-450, 2018 f-350, 2015 f-350

3 2020 Polaris 4wheelers, 2 nursing tanks

Yale forklift.

Noxious Weed Department Employees

Name	Title	Years of service in the Nx Weed Dept.	# Jobs within the county
Gerry Hahn	Director	4	1
Bruce Ulrich	Technician 1	1	1

Weed Program Funding

☒ Tax Millage ☐ General Funds

Cost Share Sales

☒ Direct County Sales ☐ Voucher Program

I certify that this is the official 2024 Management Plan of Finney County

_____, County Weed Director _____
Date

_____, County Commissioner _____
Date

_____, County Commissioner _____
Date

_____, County Commissioner _____
Date

_____, County Commissioner _____
Date

_____, County Commissioner _____
Date

MEMORANDUM

TO: County Commission
THRU:
FROM: Faye Trent, Executive Co-Director
DATE: February 5, 2024
RE: CDBG | Semi-Annual Report December 31, 2023

DISCUSSION:

On a semi-annual basis, Great Plains Development, Inc. provides a Program Income Report for Economic Development based on the Finney County Community Development Block Grant/Revolving Loan Fund.

BACKGROUND:

The report shall be reviewed and approved the Board of County Commissioners and signed by the Commission Chair. The report will be submitted to back to Great Plains Development, Inc., and subsequently filed with the Kansas Department of Commerce.

ALTERNATIVES:

1. Approve the semi-annual Community Development Block Grant (CDBG) Report for the period ending 12/31/2023 and authorize the Chair the sign
2. Decline to approve and request corrections or additional information as deemed appropriate

RECOMMENDATION:

Staff recommends alternative 1; Approve the semi-annual Community Development Block Grant (CDBG) Report for the period ending 12/31/2023 and authorize the Chair the sign

FISCAL And/Or POLICY IMPACT:

None.

ATTACHMENTS:

Description

Program Income Report - 12/31/2023

Portfolio Loan List - 12/31/2023

Program Income Report for Economic Development

A. GRANTEE NAME: Finney County

B. GRANT NUMBER: 86-BF-184

C. SEMI-ANNUAL--FOR PERIOD ENDING: JUNE 30, 20____ OR DECEMBER 31, 2023

ACCOUNT BALANCES

1) BALANCE BROUGHT FORWARD	<u>\$348,490.60</u>
2) PLUS: ALL DEPOSITS THIS PERIOD	<u>\$9,215.16</u>
3) INTEREST ON BANK ACCOUNT EARNED THIS PERIOD	<u>\$0.00</u>
4) *OTHER INCOME	<u>\$290.26</u>
5) SUBTOTAL	<u>\$357,996.02</u>
6) MINUS: ALL LOANS MADE DURING PERIOD	<u>\$0.00</u>
7) ADMINISTRATIVE FEES	<u>\$1,147.81</u>
8) *OTHER LOSSES (include funds returned to state)	<u>\$0.00</u>
9) TOTAL	<u>\$356,848.21</u>

*EXPLANATION OF LOSS OR INCOME: SEE ATTACHED. Other Income is late fees collected from clients.

10) NAME AND ADDRESS OF BANK OF DEPOSIT: Commerce Bank

1111 N Fleming Ave

Garden City, KS 67846

CERTIFICATION: I certify to the best of my knowledge and belief that the information contained in this report is true and correct.

SIGNATURE: _____

DATE: _____

TYPED NAME: Gerry Schultz

TITLE: Chairman

PREPARER'S NAME: Faye Trent, Great Plains Development, Inc.

PREPARER'S EMAIL ADDRESS: ftrent@gpdionline.com

PREPARER'S PHONE NUMBER: 620-227-6406

FINNEY COUNTY

4) OTHER INCOME COLLECTED DURING PERIOD ENDING 12/31/23

BUSINESS NAME	LOAN NUMBER	SERVICE FEES	LATE FEES	RELEASE FEES	TOTAL FEES
Sandhill Stoneworks	86-BF-184-010		0.00		0.00
Crazy House, Inc.	86-BF-184-019		0.00		0.00
Another Look Salon & Spa	86-BF-184-020		0.00		0.00
Steam Action Restoration	86-BF-184-022		0.00		0.00
Garden City Taxi	86-BF-184-023		290.26		290.26
GRAND TOTALS		0.00	290.26	0.00	290.26

8) OTHER LOSSES EXPENSES PAID FOR PERIOD ENDING 6/30/23

BUSINESS NAME	LOAN NUMBER	SERVICE FEES	LATE FEES	RELEASE FEES	TOTAL FEES
					0.00
					0.00
GRAND TOTALS		0.00	0.00	0.00	0.00

Grant/Local Loan Collection Report

A. GRANTEE NAME: Finney County B. GRANT NUMBER: 86-BF-184-017
 C. NAME OF COMPANY: Rosies Helping Hands
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021
 J. DUNS NUMBER: Pending (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 268.64

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 38
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 334.78
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,256.90
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>1</u>	<u>1</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>1</u>	<u>1</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>2</u>	<u>2</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section (5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☒ YES ☐ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 5/25/23

Grant/Local Loan Collection Report

A. GRANTEE NAME: Finney County B. GRANT NUMBER: 86-BF-184-019
 C. NAME OF COMPANY: Crazy House, Inc.
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021
 J. DUNS NUMBER: 031242306 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 244.21

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 34
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 314.85
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,276.81
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>8</u>	<u>8</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>5.5</u>	<u>5.5</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>9.25</u>	<u>9.25</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section (5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [X] YES [] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 4/6/23

Grant/Local Loan Collection Report

A. GRANTEE NAME: Finney County B. GRANT NUMBER: 86-BF-184-020
 C. NAME OF COMPANY: Another Look Salon & Spa, LLC
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023
 E. GRANT AMOUNT TO BE REPAYED: \$7,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 6/1/2021
 J. DUNS NUMBER: 942571027 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 0.00

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 12
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 35.43
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 184.20
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 68.79
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 6,849.39

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>0.75</u>	<u>0.75</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0.75</u>	<u>0.75</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0.75</u>	<u>0.75</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: Yes To KDOC: Yes

Original to KDOC, copy to Borrower's File (under Approval in Section (5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? ☐ YES ☒ NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Client has been contacted. Working with County Attorney on Collection

Grant/Local Loan Collection Report

A. GRANTEE NAME: Finney County B. GRANT NUMBER: 86-BF-184-021
 C. NAME OF COMPANY: RP Hospitality LLC
 D. SEMI-ANNUAL -- FOR PERIOD ENDING: December 31, 2023
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 50.00%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 7/1/2021
 J. DUNS NUMBER: 028499128 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: _____
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: _____
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 0
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 0.00
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 0.00
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 244.21

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 35
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 335.70
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 35,000.00
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,280.87
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>4</u>	<u>4</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>4</u>	<u>4</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: _____ To KDOC: _____

Original to KDOC, copy to Borrower's File (under Approval in Section (5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [X] YES [] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 2/16/23

Grant/Local Loan Collection Report

A. GRANTEE NAME: Finney County B. GRANT NUMBER: 86-BF-184-022
 C. NAME OF COMPANY: Steam Action Restoration
 D. SEMI-ANNUAL – FOR PERIOD ENDING: December 31, 2023
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 9/1/2021
 J. DUNS NUMBER: 60084519 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 7/25/2023
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 9/1/2023
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 2
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 1.91
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 3,003.51
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 268.64

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 36
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 352.93
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 36,462.25
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 1,708.33
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 0.00

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>2.25</u>	<u>2.25</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>1.75</u>	<u>1.75</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: _____ To KDOC: _____

Original to KDOC, copy to Borrower's File (under Approval in Section (5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [X] YES [] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) PAID IN FULL 9/1/23

Grant/Local Loan Collection Report

A. GRANTEE NAME: Finney County B. GRANT NUMBER: 86-BF-184-023
 C. NAME OF COMPANY: Garden City Taxi LLC
 D. SEMI-ANNUAL – FOR PERIOD ENDING: December 31, 2023
 E. GRANT AMOUNT TO BE REPAYED: \$35,000.00 F. FREQUENCY OF PAYMENT: Monthly
 G. TERM OF REPAYMENT: 36 MOS. H. INTEREST RATE: 0.50%
 I. DUE DATE OF FIRST PAYMENT OF COMBINED PRINCIPAL AND INTEREST: 11/1/2021
 J. DUNS NUMBER: 38670005 (Required after 3/10/08)

1 CURRENT PERIOD INFORMATION:

a. ACTUAL DATE OF FIRST PAYMENT THIS PERIOD: 9/5/2023
 b. ACTUAL DATE OF LAST PAYMENT THIS PERIOD: 12/18/2023
 c. NUMBER OF PAYMENTS RECEIVED THIS PERIOD: 5
 d. DOLLAR AMOUNT OF INTEREST RECEIVED THIS PERIOD: \$ 17.53
 e. DOLLAR AMOUNT OF PRINCIPAL RECEIVED THIS PERIOD: \$ 6,192.21
 f. DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID THIS PERIOD: \$ 122.11

2 AGGREGATE INFORMATION:

a. TOTAL NUMBER OF PAYMENTS RECEIVED TO DATE: 39
 b. TOTAL DOLLAR AMOUNT OF INTEREST RECEIVED TO DATE: \$ 393.84
 c. TOTAL DOLLAR AMOUNT OF PRINCIPAL RECEIVED TO DATE: \$ 30,141.75
 d. TOTAL DOLLAR AMOUNT OF ADMINISTRATIVE FEES PAID TO DATE: \$ 527.45
 e. BALANCE OF PRINCIPAL AND INTEREST DUE: \$ 4,821.94

3 JOB INFORMATION:

	PROPOSED	ACTUAL
a. NUMBER OF JOBS RETAINED WITH THIS PROJECT:	<u>3.75</u>	<u>3.75</u>
b. NUMBER OF LMI JOBS RETAINED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
c. NUMBER OF JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
d. NUMBER OF LMI JOBS CREATED WITH THIS PROJECT:	<u>0</u>	<u>0</u>
e. NUMBER OF BASE JOBS:	<u>0</u>	<u>0</u>

Actual is through XX/XX/XX, (Complete or Not Complete)

No further updating after XX/XX/XX

MUST ATTACH DATED AMORTIZATION SCHEDULE OF PAYMENTS

LOCAL REVOLVING LOAN PROGRAM CLOSE-OUT CERTIFICATE Completed: _____ To KDOC: _____

Original to KDOC, copy to Borrower's File (under Approval in Section (5) - Required for loans approved after 1/1/11.

IS THIS LOAN CURRENT? [] YES [X] NO

(IF NOT, WHY AND WHAT STEPS ARE BEING TAKEN) Client is 2 months delinquent and has been contacted.

Kansas Department of Commerce & Housing

03/95 (Rev)

Small Cities Community Development Block Grant Program

VI-7

Great Plains Development, Inc.

January 22, 2024

Dori Munyon
Finney County
P O Box M
Garden City, KS 67846

Description: Semi-Annual Report
Reference # CDBG #86-BF-184
Period Ending: 12/31/2023

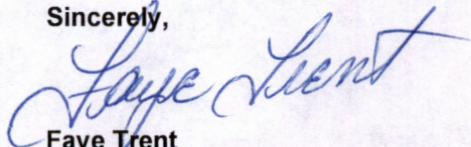
Dear Ms. Munyon:

Enclosed is the Portfolio Loan List for the period ending December 31, 2023.

This report provides you with an overview of all the projects included in your revolving loan fund.

If you have any questions please contact me at 620-227-6406.

Sincerely,



Faye Trent
Executive Co-Director

Enclosures

File # 518400FI

Web Site: www.gpdionline.com
Phone: 620-227-6406 – FAX: 620-225-6051 – e-mail: gpd@gpdionline.com
100 Military Plaza, Suite 128, P. O. Box 1116, Dodge City, Kansas 67801
An EDA Economic Development District/Business Loans & Municipal Grants Agency
An Equal Opportunity Lender, Provider and Employer

Serving Counties of Barber, Barton, Clark, Comanche, Edwards, Finney, Ford, Grant, Gray, Grubeley, Hamilton, Haskell, Hodgeman,
Kearny, Kiowa, Lane, Meade, Morton, Ness, Pawnee, Pratt, Rush, Scott, Seward, Stafford, Stanton, Stevens and Wichita.

Portfolio Loan List

CDBG/RLF (FI) (518400)			Fibercraft, Inc		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Fibercraft, Inc			Loan Type: Direct		RLF \$: 400,000.00
City: Garden City			Fixed Asset/Working Capital: 98.38 % / 1.62 %		Other Public \$: 0.00
County: Finney			Start-up, Expansion, or Retention: Retention		Private \$: 640,000.00
State: KS			Industry Type: Industrial		New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 1,040,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 06/01/1986 Interest Rate: 3.000			Fully Repaid: 12/31/1997		Principal Repaid: 400,000.00
Term: Years 10.3 Total Fees: 0.00			Current as of:		Interest Paid: 63,098.52
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 22.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 40.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 22.0			Write-Off Date:		

CDBG/RLF (FI) (518401)			Quall's, Inc.		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Quall's, Inc.			Loan Type: Direct		RLF \$: 40,000.00
City: Garden City			Fixed Asset/Working Capital: 10.93 % /89.07 %		Other Public \$: 40,000.00
County: Finney			Start-up, Expansion, or Retention: Retention		Private \$: 100,000.00
State: KS			Industry Type: Commercial		New Equity \$: 3,000.00
NAICS: 445110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 183,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 01/16/1991 Interest Rate: 9.000			Fully Repaid: 12/23/1992		Principal Repaid: 40,000.00
Term: Years 7.0 Total Fees: 0.00			Current as of:		Interest Paid: 5,775.29
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 4.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 4.0			Write-Off Date:		

CDBG/RLF (FI) (518402)			Arrow Body & Paint		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Arrow Body & Paint			Loan Type: Direct		RLF \$: 20,000.00
City: Garden City			Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney			Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS			Industry Type: Commercial		New Equity \$: 0.00
NAICS: 811121 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 20,000.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 03/25/1992 Interest Rate: 9.000			Fully Repaid: 05/17/1995		Principal Repaid: 20,000.00
Term: Years 3.1 Total Fees: 0.00			Current as of:		Interest Paid: 2,857.24
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 5.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 5.0			Write-Off Date:		

CDBG/RLF (FI) (518403)			Central Plains Aviation, Inc.		Status: Paid in Full
Loan Recipient			Loan Type & Description		Financing by Source (Specify)
Borrower Name: Central Plains Aviation, Inc.			Loan Type: Direct		RLF \$: 23,000.00
City: Garden City			Fixed Asset/Working Capital: 100.00 % / 0.00 %		Other Public \$: 23,000.00
County: Finney			Start-up, Expansion, or Retention: Startup		Private \$: 86,195.00
State: KS			Industry Type: Commercial		New Equity \$: 40,000.00
NAICS: 488190 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>					Total \$: 172,195.00
					Amount Guaranteed \$: 0.00
Closing Date & Loan Terms			Loan Status		Repayment Status
Date Close: 01/04/1993 Interest Rate: 7.500			Fully Repaid: 01/19/1997		Principal Repaid: 23,000.00
Term: Years 5.1 Total Fees: 0.00			Current as of:		Interest Paid: 4,445.49
Job Impact			Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 3.0 Minority Jobs: 0.0			Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0			Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 3.0			Write-Off Date:		

Portfolio Loan List

Page 2

CDBG/RLF (FI) (518404)

J & A Livestock Products, Inc.

Status: Written Off

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: J & A Livestock Products, Inc.		Loan Type: Direct	RLF \$: 100,000.00
City: Garden City		Fixed Asset/Working Capital: 100.00 % / 0.00 %	Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$: 300,000.00
State: KS		Industry Type: Industrial	New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 400,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 11/18/1994 Interest Rate: 7.000		Fully Repaid:	Principal Repaid: 79,684.93
Term: Years 11.8 Total Fees: 797.59		Current as of:	Interest Paid: 26,901.94
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 100.0 Minority Jobs: 0.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 10.0 Women Jobs: 0.0		Default Days: 0	Amt Written-Off: 20,315.07
Jobs Saved: 0.0		Write-Off Date: 12/19/2003	

CDBG/RLF (FI) (518405)

TeleServices of Garden City, Inc.

Status: Written Off

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: TeleServices of Garden City, Inc.		Loan Type: Direct	RLF \$: 400,000.00
City: Overland Park		Fixed Asset/Working Capital: 82.82 % /17.18 %	Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$: 19,200.00
State: KS		Industry Type: Service	New Equity \$: 0.00
NAICS: 561422 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 419,200.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 11/14/1997 Interest Rate: 2.500		Fully Repaid:	Principal Repaid: 140,563.86
Term: Years 10.1 Total Fees: 0.00		Current as of:	Interest Paid: 16,254.09
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 12.0 Women Jobs: 0.0		Default Days: 0	Amt Written-Off: 259,436.14
Jobs Saved: 0.0		Write-Off Date: 05/01/2000	

CDBG/RLF (FI) (518406)

MGM Enterprises, L.L.C.

Status: Paid in Full

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: MGM Enterprises, L.L.C.		Loan Type: Direct	RLF \$: 47,500.00
City: Garden City		Fixed Asset/Working Capital: 41.59 % /58.41 %	Other Public \$: 47,500.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$: 119,000.00
State: KS		Industry Type: Commercial	New Equity \$: 6,000.00
NAICS: 722211 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 220,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 12/11/1997 Interest Rate: 8.500		Fully Repaid: 06/27/2005	Principal Repaid: 47,500.00
Term: Years 10.2 Total Fees: 59.00		Current as of:	Interest Paid: 9,193.40
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 5.0 Women Jobs: 0.0		Default Days: 0	Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:	

CDBG/RLF (FI) (518407)

J & A Livestock Products, Inc.

Status: Written Off

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: J & A Livestock Products, Inc.		Loan Type: Direct	RLF \$: 90,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %	Other Public \$: 190,000.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$: 0.00
State: KS		Industry Type: Industrial	New Equity \$: 0.00
NAICS: 233320 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 280,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 12/07/1999 Interest Rate: 7.000		Fully Repaid:	Principal Repaid: 61,728.59
Term: Years 7.0 Total Fees: 2,126.77		Current as of:	Interest Paid: 16,972.19
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 36.0 Minority Jobs: 12.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 2.0		Default Days: 0	Amt Written-Off: 28,271.41
Jobs Saved: 9.0		Write-Off Date: 12/19/2003	

Portfolio Loan List

Page 3

CDBG/RLF (FI) (518408FI)		R & R Frame & Axle, Inc.		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: R & R Frame & Axle, Inc.		Loan Type: Direct		RLF \$: 20,000.00
City: Garden City		Fixed Asset/Working Capital: 89.33 % /10.67 %		Other Public \$: 60,000.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$: 260,000.00
State: KS		Industry Type: Commercial		New Equity \$: 35,000.00
NAICS: 811111 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 375,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 02/21/2001 Interest Rate: 8.000		Fully Repaid: 03/01/2011		Principal Repaid: 20,000.00
Term: Years 10.0 Total Fees: 29.00		Current as of:		Interest Paid: 9,122.61
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 5.0 Minority Jobs: 0.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 2.0 Women Jobs: 1.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (FI) (518409FI)		Plymell Dairy, LLC		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Plymell Dairy, LLC		Loan Type: Direct		RLF \$: 90,000.00
City: Garden City		Fixed Asset/Working Capital: 61.79 % /38.21 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$: 1,651,113.00
State: KS		Industry Type: Industrial		New Equity \$: 1,600,000.00
NAICS: 112120 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 3,341,113.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 10/21/2003 Interest Rate: 5.250		Fully Repaid: 10/16/2008		Principal Repaid: 90,000.00
Term: Years 10.2 Total Fees: 44.00		Current as of:		Interest Paid: 19,129.85
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 9.5 Women Jobs: 0.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (FI) (518410FI)		Sandhill Stoneworks		Status: Written Off
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Sandhill Stoneworks		Loan Type: Direct		RLF \$: 24,000.00
City: Garden City		Fixed Asset/Working Capital: 6.25 % /93.75 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Startup		Private \$: 0.00
State: KS		Industry Type: Commercial		New Equity \$: 0.00
NAICS: 235410 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 24,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 10/13/2004 Interest Rate: 4.000		Fully Repaid:		Principal Repaid: 15,167.47
Term: Years 32.7 Total Fees: 222.32		Current as of:		Interest Paid: 6,587.80
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 1.0 Women Jobs: 0.0		Default Days: 0		Amt Written-Off: 8,832.53
Jobs Saved: 0.0		Write-Off Date: 06/30/2009		

CDBG/RLF (FI) (518411FI)		Sparkle Auto, LLC		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Sparkle Auto, LLC		Loan Type: Direct		RLF \$: 25,000.00
City: Garden City		Fixed Asset/Working Capital: 25.98 % /74.02 %		Other Public \$: 75,000.00
County: Finney		Start-up, Expansion, or Retention: Expansion		Private \$: 0.00
State: KS		Industry Type: Commercial		New Equity \$: 0.00
NAICS: 441310 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>				Total \$: 100,000.00
				Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 10/13/2004 Interest Rate: 7.000		Fully Repaid: 06/03/2011		Principal Repaid: 25,000.00
Term: Years 7.1 Total Fees: 48.04		Current as of:		Interest Paid: 6,612.08
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 5.0 Minority Jobs: 0.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 2.0 Women Jobs: 0.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

Portfolio Loan List

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CDBG/RLF (FI) (518412FI)

Center for Independent Living Southwest...

Status: Paid in Full

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: Center for Independent Living Southwest...		Loan Type: Direct	RLF \$: 77,000.00
City: Garden City		Fixed Asset/Working Capital: 99.83 % / 0.17 %	Other Public \$: 77,000.00
County: Finney		Start-up, Expansion, or Retention: Expansion	Private \$: 154,000.00
State: KS		Industry Type: Service	New Equity \$: 0.00
NAICS: 624120 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 308,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 08/29/2006 Interest Rate: 7.000		Fully Repaid: 07/26/2012	Principal Repaid: 77,000.00
Term: Years 10.2 Total Fees: 1,191.20		Current as of:	Interest Paid: 24,978.68
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 90.0 Minority Jobs: 0.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0		Default Days: 0	Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:	

CDBG/RLF (FI) (518414FI)

legEstes Enterprises, Inc. dba A&W

Status: Paid in Full

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: legEstes Enterprises, Inc. dba A&W		Loan Type: Direct	RLF \$: 150,000.00
City: Pratt		Fixed Asset/Working Capital: 100.00 % / 0.00 %	Other Public \$: 150,000.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$: 1,000,000.00
State: KS		Industry Type: Service	New Equity \$: 0.00
NAICS: 722211 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 1,300,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 07/02/2009 Interest Rate: 7.000		Fully Repaid: 07/25/2019	Principal Repaid: 150,000.00
Term: Years 10.5 Total Fees: 0.00		Current as of:	Interest Paid: 58,117.89
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0		Default Days: 0	Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:	

CDBG/RLF (FI) (518415FI)

Sinfully Sweet Bakery, LLC

Status: Written Off

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: Sinfully Sweet Bakery, LLC		Loan Type: Direct	RLF \$: 25,000.00
City: Garden City		Fixed Asset/Working Capital: 38.18 % / 61.82 %	Other Public \$: 25,000.00
County: Finney		Start-up, Expansion, or Retention: Startup	Private \$: 0.00
State: KS		Industry Type: Service	New Equity \$: 10,202.00
NAICS: 445291 Women Owned <input checked="" type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 60,202.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 10/23/2009 Interest Rate: 7.000		Fully Repaid:	Principal Repaid: 2,628.31
Term: Years 7.2 Total Fees: 0.00		Current as of:	Interest Paid: 523.15
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 0.0 Minority Jobs: 0.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 3.0		Default Days: 0	Amt Written-Off: 22,371.69
Jobs Saved: 0.0		Write-Off Date: 06/30/2012	

CDBG/RLF (FI) (518417FI)

Rosies Helping Hands

Status: Paid in Full

Loan Recipient		Loan Type & Description	Financing by Source (Specify)
Borrower Name: Rosies Helping Hands		Loan Type: Guarantee	RLF \$: 35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % / 100.00 %	Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$: 0.00
State: KS		Industry Type: Service	New Equity \$: 0.00
NAICS: 561740 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$: 35,000.00
			Amount Guaranteed \$: 0.00
Closing Date & Loan Terms		Loan Status	Repayment Status
Date Close: 04/28/2020 Interest Rate: 0.500		Fully Repaid: 05/25/2023	Principal Repaid: 35,000.00
Term: Years 2.9 Total Fees: 0.00		Current as of:	Interest Paid: 334.78
Job Impact		Balance: 0.00	Amt Delinquent: 0.00
Pre-Loan Jobs: 2.0 Minority Jobs: 2.0		Delinquent Days: 0	Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 2.0		Default Days: 0	Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:	

Portfolio Loan List

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CDBG/RLF (FI) (518418FI)		Classy Looks		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Classy Looks		Loan Type: Guarantee	RLF \$:	4,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$:	0.00
State: KS		Industry Type: Service	New Equity \$:	0.00
NAICS: 446120 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	4,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 05/27/2020	Interest Rate: 0.500	Fully Repaid: 12/06/2022	Principal Repaid:	4,000.00
Term: Years 2.9	Total Fees: 0.00	Current as of:	Interest Paid:	27.89
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 0.2	Minority Jobs: 1.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 1.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (FI) (518419FI)		RSA Dist.		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: RSA Dist.		Loan Type: Guarantee	RLF \$:	35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$:	0.00
State: KS		Industry Type: Service	New Equity \$:	0.00
NAICS: 444220 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	35,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 05/26/2020	Interest Rate: 0.500	Fully Repaid: 04/06/2023	Principal Repaid:	35,000.00
Term: Years 2.9	Total Fees: 134.45	Current as of:	Interest Paid:	314.65
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 9.2	Minority Jobs: 3.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 6.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (FI) (518420FI)		Another Look Salon & Spa, LLC		Status: Active
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: Another Look Salon & Spa, LLC		Loan Type: Guarantee	RLF \$:	7,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$:	0.00
State: KS		Industry Type: Service	New Equity \$:	0.00
NAICS: 812112 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	7,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 05/26/2020	Interest Rate: 0.500	Fully Repaid:	Principal Repaid:	184.20
Term: Years 2.9	Total Fees: 15.84	Current as of: 10/31/2022	Interest Paid:	35.43
Job Impact		Balance: 6,815.80	Amt Delinquent:	8,903.54
Pre-Loan Jobs: 1.0	Minority Jobs: 0.0	Delinquent Days: 15	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 1.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (FI) (518421FI)		RP Hospitality		Status: Paid in Full
Loan Recipient		Loan Type & Description	Financing by Source (Specify)	
Borrower Name: RP Hospitality		Loan Type: Guarantee	RLF \$:	35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %	Other Public \$:	0.00
County: Finney		Start-up, Expansion, or Retention: Retention	Private \$:	0.00
State: KS		Industry Type: Service	New Equity \$:	0.00
NAICS: 721110 Women Owned <input type="checkbox"/> Minority Owned <input type="checkbox"/>			Total \$:	35,000.00
			Amount Guaranteed \$:	0.00
Closing Date & Loan Terms		Loan Status	Repayment Status	
Date Close: 06/19/2020	Interest Rate: 0.500	Fully Repaid: 02/16/2023	Principal Repaid:	35,000.00
Term: Years 3.0	Total Fees: 0.00	Current as of:	Interest Paid:	335.70
Job Impact		Balance: 0.00	Amt Delinquent:	0.00
Pre-Loan Jobs: 4.0	Minority Jobs: 4.0	Delinquent Days: 0	Amt Default:	0.00
Jobs Created: 0.0	Women Jobs: 2.0	Default Days: 0	Amt Written-Off:	0.00
Jobs Saved: 0.0		Write-Off Date:		

Portfolio Loan List

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CDBG/RLF (FI) (518422FI)		Duane Bortrager		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Duane Bortrager		Loan Type: Guarantee		RLF \$: 35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: <input type="checkbox"/> Women Owned <input type="checkbox"/> Minority Owned				Total \$: 35,000.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 08/18/2020 Interest Rate: 0.500		Fully Repaid: 09/01/2023		Principal Repaid: 36,462.25
Term: Years 3.0 Total Fees: 222.35		Current as of:		Interest Paid: 352.93
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 2.2 Minority Jobs: 0.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 0.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (FI) (518423FI)		Garden City Taxi LLC		Status: Active
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Garden City Taxi LLC		Loan Type: Guarantee		RLF \$: 35,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: <input type="checkbox"/> Women Owned <input type="checkbox"/> Minority Owned				Total \$: 35,000.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 09/28/2020 Interest Rate: 0.500		Fully Repaid:		Principal Repaid: 30,141.75
Term: Years 3.0 Total Fees: 464.41		Current as of: 12/18/2023		Interest Paid: 393.84
Job Impact		Balance: 4,858.25		Amt Delinquent: 2,441.17
Pre-Loan Jobs: 3.7 Minority Jobs: 3.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 3.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

CDBG/RLF (FI) (518424FI)		Bridal N More		Status: Paid in Full
Loan Recipient		Loan Type & Description		Financing by Source (Specify)
Borrower Name: Bridal N More		Loan Type: Guarantee		RLF \$: 25,000.00
City: Garden City		Fixed Asset/Working Capital: 0.00 % /100.00 %		Other Public \$: 0.00
County: Finney		Start-up, Expansion, or Retention: Retention		Private \$: 0.00
State: KS		Industry Type: Service		New Equity \$: 0.00
NAICS: 448120 <input type="checkbox"/> Women Owned <input type="checkbox"/> Minority Owned				Total \$: 25,000.00
Closing Date & Loan Terms		Loan Status		Repayment Status
Date Close: 01/07/2021 Interest Rate: 0.500		Fully Repaid: 09/19/2022		Principal Repaid: 25,000.00
Term: Years 3.0 Total Fees: 0.00		Current as of:		Interest Paid: 171.29
Job Impact		Balance: 0.00		Amt Delinquent: 0.00
Pre-Loan Jobs: 2.0 Minority Jobs: 0.0		Delinquent Days: 0		Amt Default: 0.00
Jobs Created: 0.0 Women Jobs: 2.0		Default Days: 0		Amt Written-Off: 0.00
Jobs Saved: 0.0		Write-Off Date:		

Totals

Loan Recipient	Loan Type & Description	Financing by Source (Specify)	
		RLF \$:	1,742,500.00
		Other Public \$:	687,500.00
		Private \$:	4,329,508.00
		New Equity \$:	1,694,202.00
		Total \$:	8,453,710.00
		Amt Guaranteed \$:	0.00
Closing Date & Loan Terms	Loan Status	Repayment Status	
		Principal Repaid:	1,393,061.36
		Interest Paid:	272,536.73
		Amt Delinquent:	13,327.22
		Amt Default:	0.00
		Amt Written-Off:	339,226.84
Total Fees: 5,354.97			
Job Impact			
Pre-Loan Jobs: 294.5	Minority Jobs: 25.0		
Jobs Created: 81.5	Women Jobs: 25.0		
Jobs Saved: 43.0			

Portfolio Loan List

(1,742,500.00)	*	RLF Loans To Date
0.00		RLF Loans Not Drawn Down
400,000.00		Plus Beginning Grant
1,393,061.36	*	Plus Principal Payments
272,536.73	*	Plus Interest Payments
5,354.97	*	Plus Total Fees
113,689.18		Plus Accrued Bank Interest
67,016.41		Less Accrued Administration Paid
0.00		Less Accrued Service Fees Paid
18,277.62		Less Accrued Fees Paid to Others
0.00		Less Pmt Rec'd End of Rpt Period
		(Not on County Ledger, due to timing.
356,848.21		Fund Balance

* From Portfolio Loan List

MEMORANDUM

TO: County Commission
THRU:
FROM: Dori J Munyan, County Clerk
DATE: February 5, 2024
RE: Cereal Malt Beverage Licenses - 2024

DISCUSSION:

The following entity has applied for a 2024 Cereal Malt Beverage License and has met necessary licensing requirements:

- Provecho MexKan BBQ

Application and related materials will be available for BoCC review.

BACKGROUND:

All Cereal Malt Beverage (CMB) license applications are handled by the city or county clerk where the business or establishment is located.

A CMB license now allows a person to sell or offer for sale any CMB and beer containing not more than 6% alcohol by volume. CMB is defined in the CMB Act as having not more than 3.2 percent alcohol by weight produced by fermentation and not by distillation.

All CMB license applications must be on forms prepared by the Office of the Kansas Attorney General and submitted to either the city or county in which the establishment or business is located. Upon approval of the CMB license application, the city or county clerk will issue the CMB license.

<https://www.ksrevenue.gov/abccmbinfo.html>

ALTERNATIVES:

1. Authorize the issuance of 2024 Cereal Malt Beverage Licenses to Provecho MexKan BBQ.
2. Decline to authorize the issuance of 2024 Cereal Malt Beverage License and direct staff

RECOMMENDATION:

Alternative 1; Authorize the issuance of 2024 Cereal Malt Beverage License to Provecho MexKan BBQ.

FISCAL And/Or POLICY IMPACT:

None.

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: February 5, 2024
RE: Resolution 07-2024 | Establish a Capital Improvements Fund for the Law Enforcement Center

DISCUSSION:

In order to maintain clarity in tracking expenses, staff is requesting the board authorize establishing a capital improvements fund.

BACKGROUND:

In 2023 the board approved a contract with HMN Architects to do an assessment on the Law Enforcement Center. HMN is currently working with their contacts to build a potential budget for necessary system updates and renovation of the Law Enforcement Center. Staff is requesting the board establish a dedicated capital improvements fund for the Law Enforcement Center will allow for easier tracking of funds appropriated and expended specifically for this building.

ALTERNATIVES:

1. Adopt Resolution 07-2024 to establish a capital improvements fund for the LEC.
2. Do not establish a capital improvements fund for the LEC.

RECOMMENDATION:

Staff recommends alternative 1; adopt Resolution 07-2024 to establish a capital improvement fund for the LEC.

FISCAL And/Or POLICY IMPACT:

N/A

ATTACHMENTS:

Description

Resolution 07-2024 | LEC Construction - Renovation Fund

RESOLUTION 07-2024

**A RESOLUTION ESTABLISHING A CONSTRUCTION/RENOVATION FUND FOR
THE PURPOSE OF TRACKING REVENUES AND EXPENDITURES RELATED TO
THE PROJECT OF MODERNIZATION AND REHABILITATION OF THE LAW
ENFORCEMENT CENTER IN FINNEY COUNTY, KS**

WHEREAS: The Board of County Commissioners of Finney County may identify funding for the Law Enforcement Center Project in the future, and

WHEREAS: Finney County is wanting to maintain segregated accounting and tracking of such funds.

NOW THEREFORE BE IT RESOLVED: Finney County is authorized to create a Construction/Renovation Fund for the purpose of receipting and expending funds as a way to properly track revenues and expenditures related to the project of modernization and rehabilitation of the Law Enforcement Center in Finney County.

IT IS SO RESOLVED this 5TH day of February 2024

BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS

Gerry Schultz, CHAIRMAN

Lon E. Pishny, COMMISSIONER

Larry Jones, COMMISSIONER

Dave Jones, COMMISSIONER

ATTEST:

Duane Drees, COMMISSIONER

Dori J. Munyan, COUNTY CLERK

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: February 5, 2024
RE: 2023 Budget Year End Transfers

DISCUSSION:

The board is asked to consider scheduled year end transfers, allowing money to be set aside for identified future use in capital improvements and equipment replacement.

- Resolution 04-2024 - RB Transfer to Special Highway
- Resolution 05-2024 - RB Transfer to Special Equipment
- Resolution 06-2024 - NW Transfer to Capital Outlay
- Other Year-end Transfers as presented

BACKGROUND:

Funds have been reviewed through 12/31/23 as well as estimated remaining expenditures. A schedule of transfers to Capital Improvement Fund and Equipment Reserve Fund for future use has been prepared and presented.

Listed transfers will complete funding for the Treasurer's Office security remodel, Deeds Office security remodel, Attorney's Office remodel and Administration Building Electrical upgrades. Additionally funding is being set aside for the LEC repairs and upgrades. Monies are also placed in the B&G department to handle the scheduled and unscheduled repairs of county buildings such as elevators, etc.

All funds currently have stable reserve balances and no transfers will be made from the general fund or landfill fund to cover cash deficits or operational short falls.

ALTERNATIVES:

1. Approve the suggested transfers and adopt Resolutions for Public Works and Resolution for Noxious Weed Fund transfers.
2. Suggest alternate transfers and approve.
3. Do not approve the suggested transfers for 2023.

RECOMMENDATION:

Staff recommends Alternative 1; to approve suggested transfers and adopt Resolutions for Public Works and Resolution for Noxious Weed Funds.

- to adopt Resolution 04-2024 - Road and Bridge Transfer to Special Highway \$900,000
- to adopt Resolution 05-2024 - Road and Bridge Transfer to Special Equipment \$500,000
- to adopt Resolution 06-2024 - Noxious Weed Transfer to Capital Outlay \$5,000
- to authorize other Year-end Transfers as presented

FISCAL And/Or POLICY IMPACT:

Saving \$5,473,000 for future capital and equipment improvements.

ATTACHMENTS:

Description

Resolution 04-2024 | RB Transfer to Special Highway

Resolution 05-2024 | RB Transfer to Special Equipment

Resolution 06-2024 | NW Transfer to Capital Outlay

2023 Proposed Budget Transfers

RESOLUTION NO. 04-2024

WHEREAS, the Board of Finney County Commissioners desires to finance specified improvement projects involving roads, bridges and related facilities, and

WHEREAS, the Board of Finney County Commissioners deems it advisable to transfer a portion of monies from Road and Bridge Fund to the Finney County Special Highway Improvement Fund per K.S.A. 68-590;

THEREFORE, the Board does hereby order the County Treasurer to transfer the sum of \$900,000.00 from the Finney County Road and Bridge Fund to the Finney County Special Highway Improvement Fund.

Dated at Garden City, Kansas, on the 5th day of February 2024.

FINNEY COUNTY BOARD OF COMMISSIONERS

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Dori J. Munyan, County Clerk

RESOLUTION NO. 05-2024

WHEREAS, it appears there is a balance of monies in the Finney County Road and Bridge Fund for the year 2023.

WHEREAS, the Board of County Commissioners of Finney County deem it advisable to transfer a portion of monies from the Road & Bridge Fund to a Finney County Special Highway Machinery and Equipment Fund. Per K.S.A. 68-141g.

THEREFORE, the Board does hereby order the County Treasurer to transfer the sum of \$500,000.00 from Finney County Road & Bridge Fund to a Finney County Machinery & Equipment Fund.

Dated at Garden City, Kansas, on the 5th day of February 2024.

FINNEY COUNTY BOARD OF COMMISSIONERS

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Dori J. Munyan, County Clerk

RESOLUTION NO. 06-2024

WHEREAS, the Board of Finney County Commissioners desires to finance capital expenditures involving the control of Noxious Weeds and,

WHEREAS, the Board of Finney County Commissioners deems it advisable to transfer a portion of monies from the Noxious Weed Fund to the Finney County Noxious Weed Capital Outlay Fund as per K.S.A. 2-1318;

THEREFORE, the Board of Finney County Commissioners does hereby order the County Treasurer to transfer the sum of \$5,000.00 from the Finney County Noxious Weed Fund to the Finney County Noxious Weed Capital Outlay Fund.

Dated at Garden City, Kansas, the 5th day of February, 2024.

FINNEY COUNTY BOARD OF COMMISSIONERS

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Dori Munyan, County Clerk

2023 FINNEY COUNTY BUDGET TRANSFERS

Fund	From Department	To Department	Amount
GENERAL	Treasurer	Capital Improvement Reserve	500,000.00
	Register of Deeds	Capital Improvement Reserve	90,000.00
	IT	Equipment Reserve	380,000.00
	Appraiser	Equipment Reserve	20,000.00
	Building & Grounds	Capital Improvement Reserve	125,000.00
	Building & Grounds	LEC Building Fund	700,000.00
	Building & Grounds	Equipment Reserve	19,000.00
	Unclassified	Capital Improvement Reserve - Attorney	150,000.00
	Unclassified	LEC Building Fund	650,000.00
	Unclassified	Capital Improvement Reserve	169,000.00
	Courts	Equipment Reserve	25,000.00
	Administration	Equipment Reserve	10,000.00
	Clerk	Equipment Reserve	5,000.00
	Elections	Equipment Reserve	65,000.00
			<u>2,908,000.00</u>
ROAD & BRIDGE	Road & Bridge	Special Highway	900,000.00
	Road & Bridge	Special Equipment	500,000.00
			<u>1,400,000.00</u>
AMBULANCE	EMS	Equipment Reserve	410,000.00
	Emergency Management	Equipment Reserve	35,000.00
			<u>445,000.00</u>
FAIRGROUNDS	Fair	Equipment Reserve	70,000.00
GIS	GIS	Equipment Reserve	40,000.00
HEALTH DEPARTMENT	Health	Equipment Reserve	250,000.00
EQUIPMENT RESERVE	Equipment Reserve - Attorney	Capital Improvement Reserve - Attorney	76,000.00
LAW	Attorney	Capital Improvement Reserve - Attorney	160,000.00
LAW	Sheriff	Equipment Reserve	175,000.00
SEWER DISTRICT #2	Sewer District #2	Sewer District #2 Capital Improvement Fund	20,000.00
NOXIOUS WEED	Noxious Weed	Noxious Weed Capital Outlay Fund	5,000.00
			<u>5,473,000.00</u>

Prepared By,
Asst Co Administrator/Director of Finance _____

Approved,
Commission Chair _____

Attested By,
Clerk _____

MEMORANDUM

TO: County Commission
THRU:
FROM: Kelly Munyan, Human Resource Director
DATE: February 5, 2024
RE: Years of Service Recognition

DISCUSSION:

8 years of service

- Crystal Zoon, Paramedic
- Levi Sterling, Jail Corporal
- James Falke, Paramedic
- Heather Shirk, EMT
- Roberto Guzman, Jail Lieutenant
- Gilberto Carrillo, Shop Supervisor
- Lon Pishny, Commissioner

16 years of service

- Leigh Routh, Field Appraiser II
- Sherri Dinkel, Senior Civil Process Server
- Daniel Ramirez, Road Patrol Sergeant
- Gerry Hahn, Noxious Weed Director

20 years of service

- Shonda Sauseda, Cartographer

24 years of service

- Norma Ortega-Vargas

32 years of service

- Tamara Hicks, Senior Assistant County Attorney
- Delores Martinez, Office Clerk

BACKGROUND:

Annually, Finney County and the Kansas Association of Counties recognizes county employee for years of service at 8, 16, 20, 24, 32, 40 and 44 years or service.

RECOMMENDATION:

*

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: February 5, 2024
RE: 2024 Board & Committee Assignments

DISCUSSION:

Chairman Gerry Schultz will review Board and Committee assignments for 2024.

RECOMMENDATION:

No action is required.

ATTACHMENTS:

Description
2024 Assignments

2024 Committee Assignments

Commissioner Gerry Schultz (Chairman):

- Compass Behavioral Health Board
4th Thursday | 7:00 pm | Compass
- Countywide Sales Tax Oversight
Meets 4 times a year; date/time TBA
- Audit Committee
Twice annually; date/time TBA
- Finney County Fiscal Committee
As needed

Commissioner Dave Jones:

- Finney County Local Emergency Planning Committee
2nd Tuesday | 1:30 pm
- Parks and Recreation Committee (Liquor Tax)
Meets annually in Q1
- Library Board (Ex Officio)
4th Monday | 5:00 pm | Finney County Public Library
- Waste Management Committee
Meets annually in Q4

Commissioner Duane Drees:

- Great Plains Development, Inc. Board
3rd Thursday | 8:30 am | via Zoom
- Finney County Fair Board (attend meetings)
2nd Wednesday | 6:30 pm | Fairgrounds
- Finney County Convention and Visitors Bureau (attend meetings)
3rd Wednesday | 3:00 pm | CVB Boardroom
- LEC Renovation Committee
Tuesdays | 9:00 am | Finney County Administration Building

Commissioner Larry Jones:

- Juvenile Detention Center Advisory Board
Meets Quarterly; date/time TBA
- Local Area I Workforce Development CEO Board
Board Clerk will reach out; schedule is not publicly available
- Finney County Committee on Aging (attend meetings)
3rd Thursday | 1:30 pm | Senior Center

Commissioner Lon Pishny:

- Finney County Economic Development Corporation (attend meetings)
4th Wednesday | 7:30 am | City Commission Chambers
- West Plains Extension District No. 19 (attend meetings)
2nd Monday | 7:00 pm | Location rotation; Finney County/Scott County
- Planning Commission (attend meetings)
3rd Thursday | 9:00 am | City Commission Chambers

MEMORANDUM

TO: County Commission
THRU:
FROM: Dori J Munyan, County Clerk
DATE: February 5, 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
February			
5	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
5	4:00 p.m. - 7:00 p.m.	SW Chamber Night Out in Topeka	The Beacon 420 SW 9th St., Topeka, KS
8	8:00 a.m. - 2:00 p.m.	2024 County Day at the Capitol	Kansas State Capitol - 2nd Floor Rotunda
10 - 13	daily	National Association of Counties (NACo) 2024 Legislative Conference	Washington D.C.
17	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
20	Following Regular Session	Finney County Board of County Commissioners Work Session	Finney County Commission Chambers
21	7:30 a.m.	Chamber Membership Breakfast doors open at 7:00 a.m.	Clarion Inn
March			
4	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
16	10:00 a.m.	Legislative Coffee	GCCC Beth Tedrow Student Center Endowment Room
18	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
19	7:00 a.m. - 7:00 p.m.	Presidential Preference Primary Election Day	Your assigned polling location
20	7:30 a.m.	Chamber Membership Breakfast doors open at 7:00 a.m.	Clarion Inn
20	8:00 a.m.	Southwest Kansas Highway Officials Assoc.	Expo Center Dodge City
25	8:30 a.m.	Special Session - Election Canvass 2024 Presidential Preference Primary	Finney County Commission Chambers
April			
		County Government Month	Events to be Announced
1	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
15	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
20	10:00 a.m.	Legislative Coffee	GCCC Beth Tedrow Student Center Endowment Room

Upcoming Community Events

Date	Time	Event	Location
February			
2	7:00 p.m.	A Midsummer Night's Dream	Garden City High School Theater
3	7:00 p.m.	A Midsummer Night's Dream	Garden City High School Theater
4	2:30 p.m.	A Midsummer Night's Dream	Garden City High School Theater
5	2:00 p.m.	Sales Tax Oversight Committee Meeting	City Administration Commission Chambers
9	7:00 a.m. - 4:00 p.m.	Adult Mental Health First Aid	St. Catherine Hospital Classroom B
10	5:00 p.m. - 11:00 p.m.	A Magical Night in New Orleans Fundraiser for St Mary School	Clarion Inn
18	9:30 a.m. - 2:00 p.m.	Career Showcase - Healthcare	Finney County Fairgrounds
22	9:30 a.m. - 2:00 p.m.	Career Showcase - Area Opportunities	Minneola High School
24	9:00 a.m. - 6:00 p.m.	Annual Collectors Show	Finney County Exhibition Building
27	7:00 p.m.	Southwest Kansas Community Concerts Camile & Stuie of the French Family Band	Clifford Hope Auditorium
March			
5	9:30 a.m. - 2:00 p.m.	Career Showcase - County/City Essential Services	Finney County Fairgrounds
5 & 6	6:00 p.m.	Steps Dance School Presents Jungle Book	Clifford Hope Auditorium
9	9:00 a.m. - 4:00 p.m.	Southwest Kansas Antiques Appraisal Fair	Finney County Fairgrounds 4H Building
April			
5 - 7	daily	57th Annual GCCC Rodeo	Garden City Community College Broncbuster Horse Palace
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: February 5, 2024
RE: Development Update

DISCUSSION:

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

RECOMMENDATION:

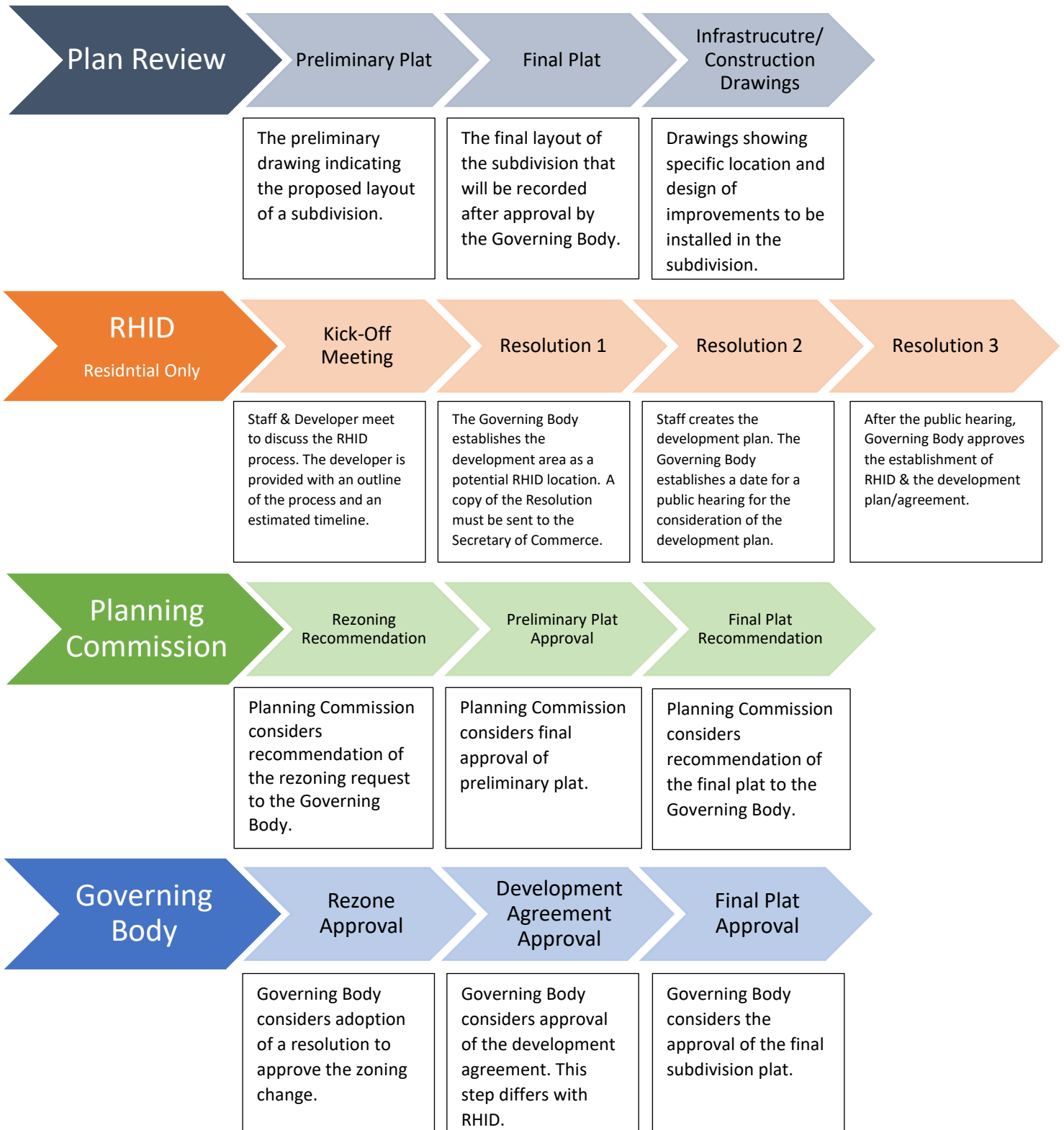
N/A

ATTACHMENTS:

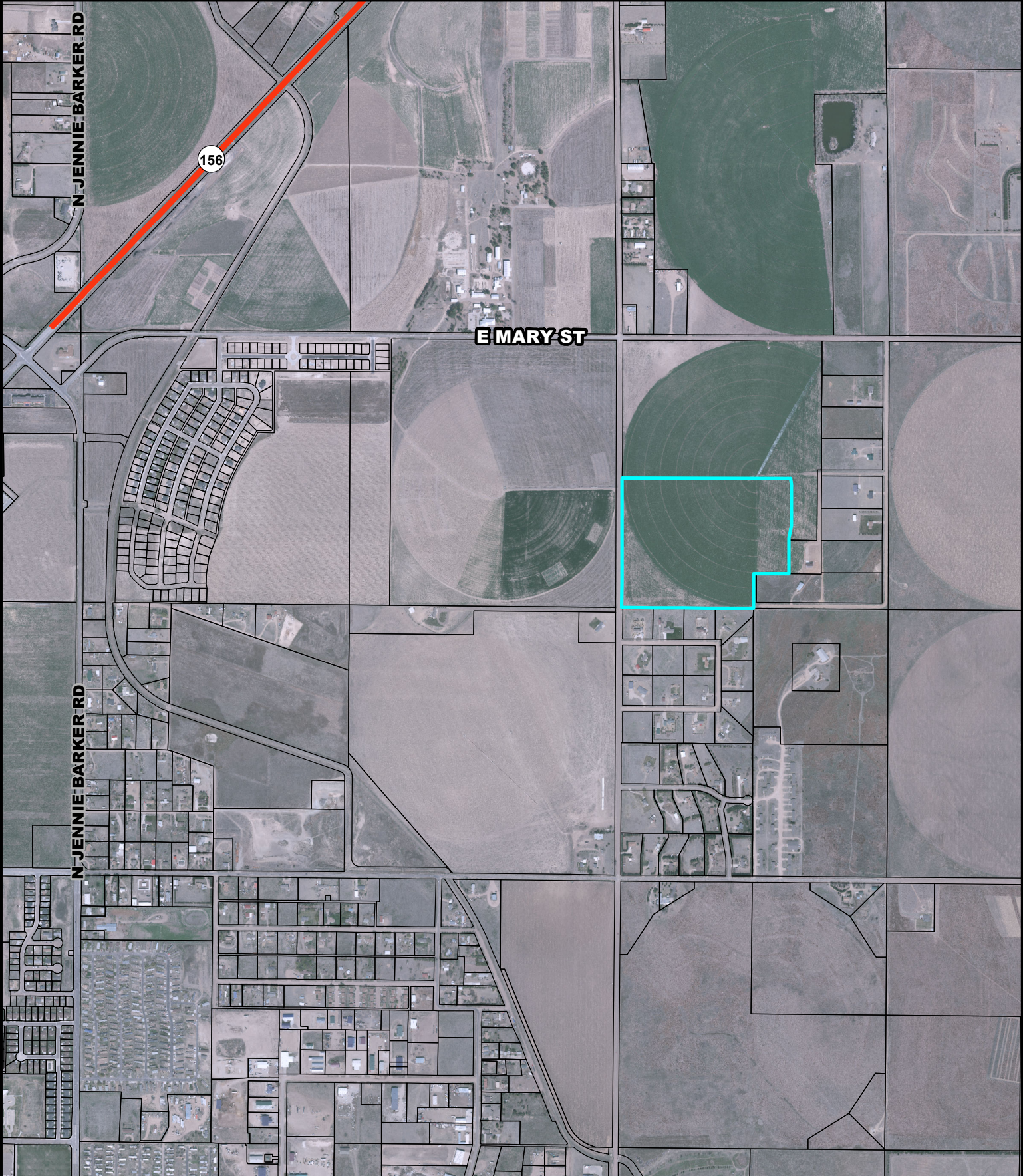
Description

Development Update

Development Process



Country Acres Phase 1

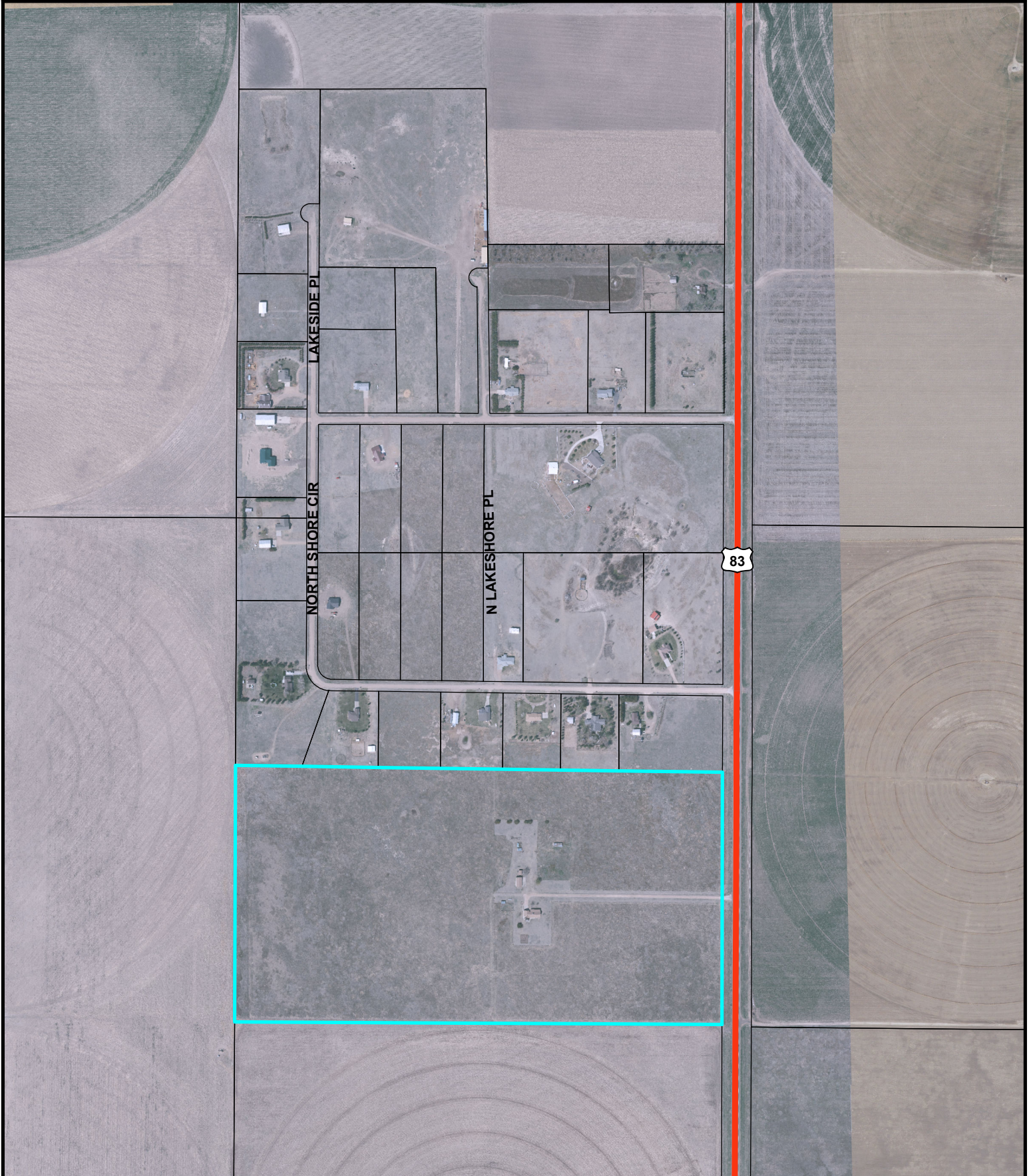


0 750 1,500 3,000 Feet

Country Acres Phase 1



Randall Estates

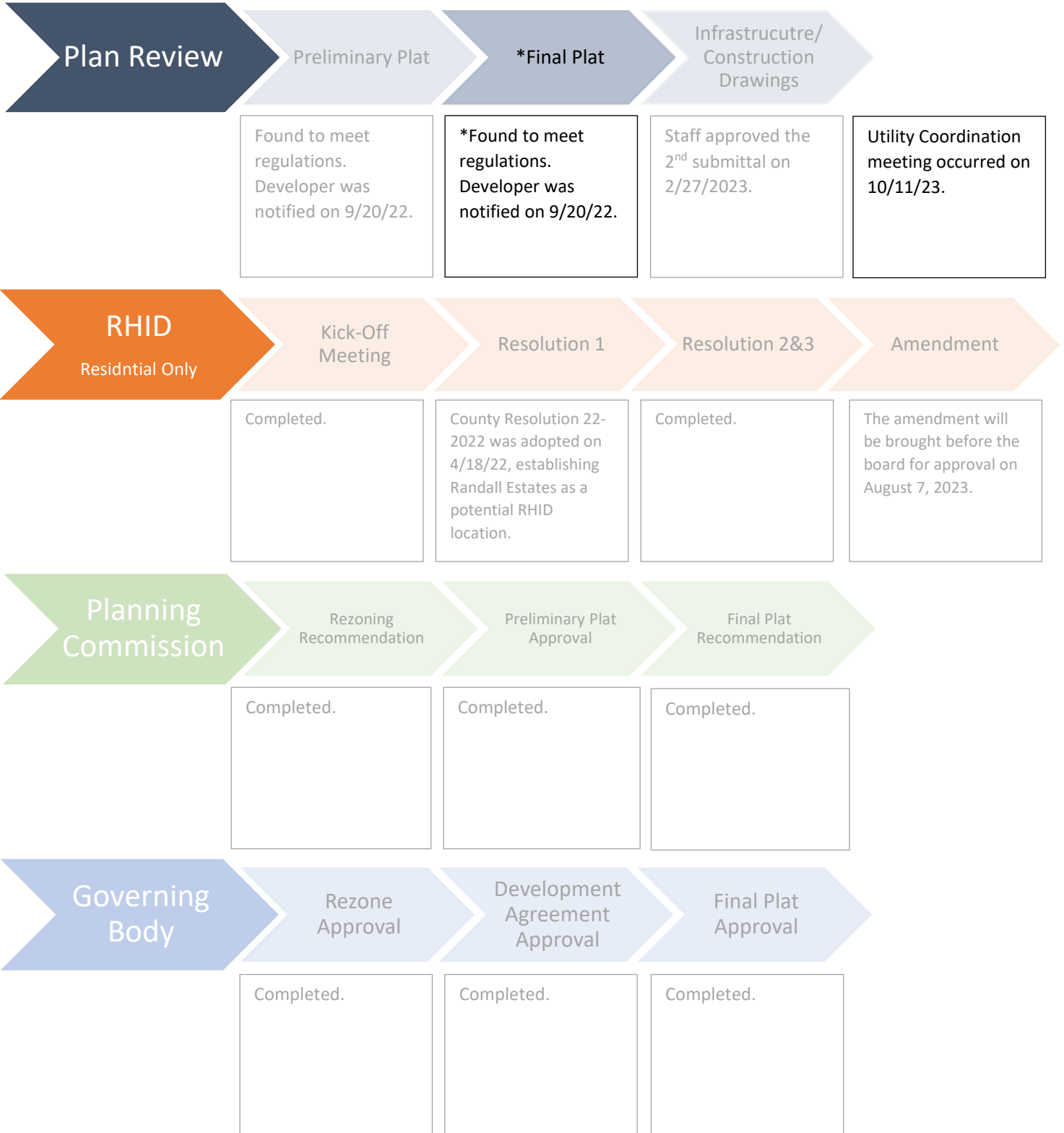


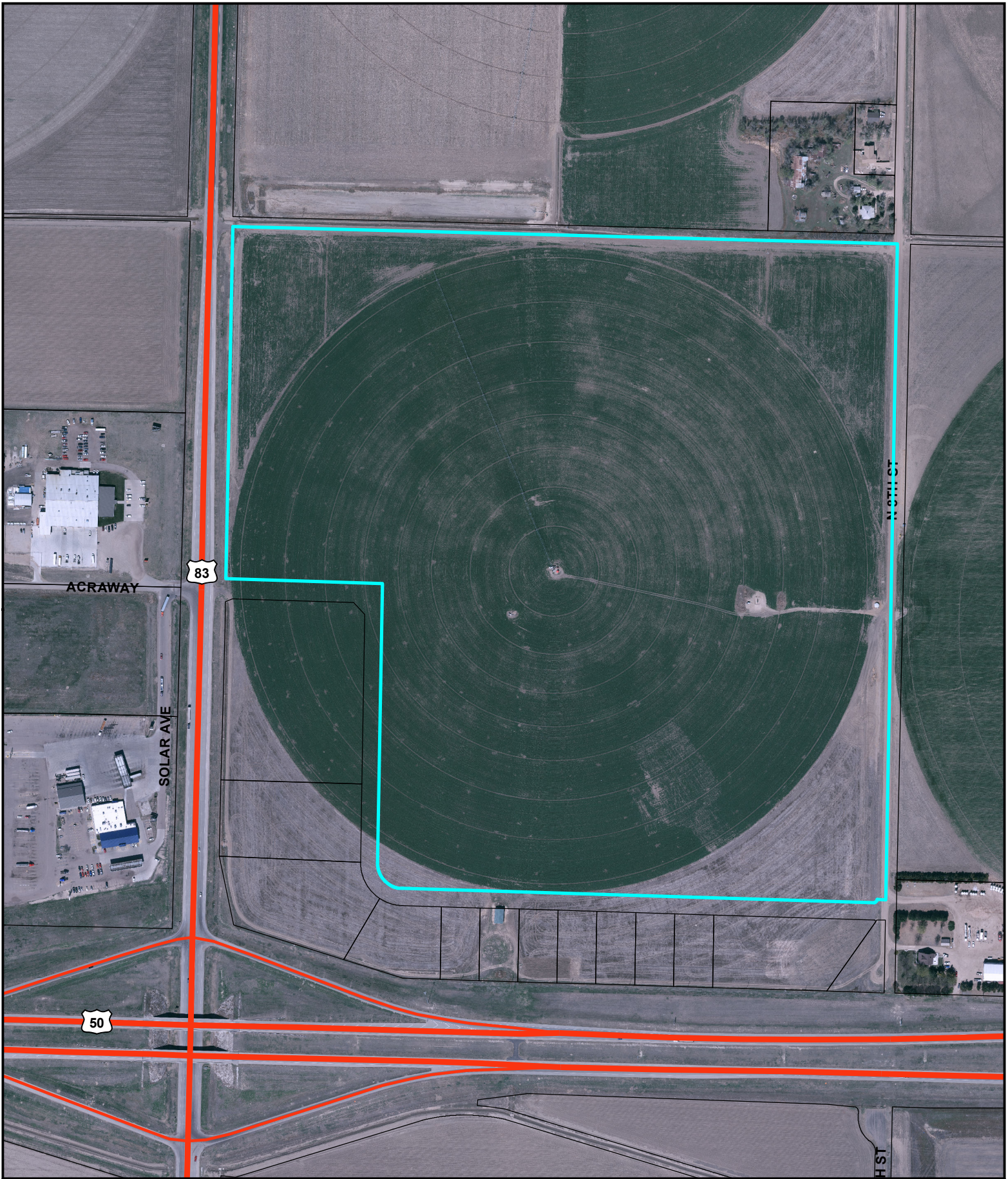
0 400 800 1,600 Feet

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: Trista Joyce, County Treasurer
DATE: February 5, 2024
RE: Quarterly Idle Funds Report

DISCUSSION:

Informational report only; no action required.

RECOMMENDATION:

N/A

ATTACHMENTS:

Description
Q4 Idle Funds Report

Interest on Idle Funds
Fourth Quarter 2023

	Current Balance	Account Name/Type	Rate	Maturity	Quarterly Interest	Year to Date
Demand Deposit Accounts						
Commerce Bank	26,058,933.35	Operating Checking	2.70		\$209,404.59	\$892,316.91
Commerce Bank	5,773,801.37	ARPA Checking	2.70		\$39,381.66	\$155,021.46
Commerce Bank	78,815.18	Flex Spending				
Western State Bank	710,129.49	Operating Checking	0.25		\$441.47	\$2,028.24
Equity Bank	107,821.86	Money Market	2.50		\$669.26	\$2,256.50
Equity Bank	161,939.35	Money Market	2.50		\$1,016.18	\$11,848.92
Dream First Bank	4,821,097.73	Money Market	3.50		\$42,341.83	\$157,362.82
	\$ 37,712,538.33				\$293,254.99	\$1,220,834.85

Current Investments

Dream First Bank	11,216,494.02	Certificate of Deposit	5.33	1/11/2024	\$75,959.09	\$447,372.34
Commerce Bank	49,999,399.55	Treasury Bills	5.25	1/18/2024		
Commerce Bank	500,000.00	Certificate of Deposit	3.70	1/3/2024		
Dream First Bank	1,035,759.20	Certificate of Deposit	4.75	4/4/2024	\$35,759.20	\$35,759.20
KCB Bank	1,000,000.00	Certificate of Deposit	5.51	1/1/2024		
Commerce Bank	500,000.00	Certificate of Deposit	3.85	4/1/2024		
KCB Bank	1,000,000.00	Certificate of Deposit	5.43	4/1/2024		
Dream First Bank	1,550,768.80	Certificate of Deposit	4.50	4/4/2024	\$50,768.80	\$50,768.80
KCB Bank	1,000,000.00	Certificate of Deposit	5.36	7/1/2024		
Commerce Bank	1,440,946.15	Certificate of Deposit	4.26	10/1/2024		
Dream First Bank	1,026,079.03	Certificate of Deposit	5.25	10/1/2024	\$26,079.03	\$26,079.03
Dream First Bank	2,563,939.94	Certificate of Deposit	5.15	1/1/2025	\$63,939.94	\$63,939.94
Valley State Bank	2,500,000.00	Certificate of Deposit	5.55	4/1/2025		
Valley State Bank	2,500,000.00	Certificate of Deposit	5.55	7/1/2025		
Valley State Bank	2,500,000.00	Certificate of Deposit	5.36	10/1/2025		
	\$ 80,333,386.69				\$252,506.06	\$623,919.31

Previously Matured Investments

Commerce Bank		Treasury Bills	3.40	1/19/2023		\$85,515.42
Commerce Bank		Certificate of Deposit	1.90	1/4/2023		\$4,908.33
Commerce Bank		Certificate of Deposit	2.00	4/1/2023		\$7,666.67
Commerce Bank		Treasury Bills	5.40	6/2/2023		\$94,500.00
Commerce Bank		Certificate of Deposit	2.15	7/1/2023		\$10,959.03
Commerce Bank		Treasury Bills	4.65	7/1/2023		\$10,962.00
Commerce Bank		Certificate of Deposit	2.20	10/2/2023	\$22,813.67	\$22,813.67
Dream First Bank		Certificate of Deposit	4.75	10/4/2023	\$23,946.07	\$23,946.07
					\$46,759.74	\$261,271.19

Cash and Cash Equivalents	\$ 326,404.41					
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GRAND TOTAL	\$ 118,372,329.43	Total Interest Accrued for Period			\$545,761.05	\$2,106,025.35
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MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: February 5, 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: February 5, 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: February 5, 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: February 5, 2024
RE: Next Commission Meetings - February 20 and March 4

DISCUSSION:

Upcoming Meetings

- Tuesday, February 20 at 8:30 AM (Regular Session)
- Tuesday, February 20 following Regular Session (Work Session)
- Monday, March 4 at 8:30 AM (Regular Session)

RECOMMENDATION:

No action is required.