FINNEY COUNTY
KANSAS

COUNTY COMMISSION REGULAR SESSION AGENDA

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

Finney County, dedicated to its citizens, serving its taxpayers

FINNEY COUNTY ADMINISTRATIVE CENTER
April 15, 2024 | 8:30 AM

CALL TO ORDER **CHAIRMAN GERRY SCHULTZ** **8:30 AM**

Pledge of Allegiance to the Flag and Invocation

Chair Comments

Consent Agenda

Approval of Minutes
Approval of Accounts Payable
Approval of Tax Roll Changes

Public Comment

Business Items

Waiver of Purchasing Policy Requirements — Robert Reece, County Administrator
Requesting waiver of purchasing policy for RFP for Fairgrounds project

Executive Session - Attorney-Client
Pursuant to K.S.A. 75-4319(b)(2)

Finney County Economic Development | Update — Lona DuVall, President/CEO FCEDC
Monthly update on Economic Development activities

25th JD Youth Services FY25 Comprehensive Plan — Beth Beavers
Consideration of the FY25 Juvenile Services Comprehensive Plan and Budget

25th JD Adult Corrections FY25 Comprehensive Plan — Beth Beavers
Consideration of the 25th JD Adult Corrections FY25 Comprehensive Plan and Budget

2024 CM-A and Chip Sealing Bid — Larry Brungardt, Right of Way Supervisor
Consideration of 2024 CM-A and Chip Seal bids.

2024 Holcomb Spring Cleanup — Mackenzie Phillips, Development & Administrative Coordinator

Consideration to waive the $2.00 per ton municipal waste fee for the City of Holcomb's 2024 Spring Cleanup.

Justice Planners Agreement — Robert Reece

Consideration by the Board to approve Justice Planners consulting agreement

Neighborhood development contract — Kara Schartz

Commission to consider City of Garden City's consulting agreement

Board Governance

Upcoming Meetings & Events

Staff Reports

Development Update

Department Monthly Reports

County Administrator Report

County Counselor Report

County Commissioner Reports

Commissioner Reports

Executive Session

Adjournment

Next Commission Meetings - May 6 & 20

FINNEY COUNTY
KANSAS

MEMORANDUM

TO:	County Commission
THRU:	Dori J. Munyan, County Clerk
FROM:	Dori J. Munyan
DATE:	April 15, 2024
RE:	Approval of Minutes

DISCUSSION:

Approval of Minutes

- 04/01/2024 Regular Session

RECOMMENDATION:

Approve Minutes as presented.

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU: Dori J. Munyan, County Clerk
FROM: Gaby Campos, Deputy County Clerk
DATE: April 15, 2024
RE: Approval of Accounts Payable

DISCUSSION:
Approval of Accounts Payable to include Payroll of 03/29/2024 in the amount of $180,052.92, Invoices of 04/15/2024 in the amount of $592,643.36, out of cycle Invoices in the amount of $3,274.75 for a total of Accounts Payable of $775,971.03.

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		
	33668	3/26/2024	941	BLUE CROSS BLUE SHIELD OF KS	$2,796.15
				Bank Account Totals:	**$2,796.15**
				Total Of Checks:	**$2,796.15**

AP Check Register (APLT43)

Finney County

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1 Account: 475661538					
	33669	3/26/2024	1200	BERMAN & RABIN P.A.	$478.60
				Bank Account Totals:	**$478.60**
				Total Of Checks:	**$478.60**

AP Check Register (APLT43)

Finney County

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No:	**1**	**Account:**	475661538		
	33670	3/29/2024	1000	CONSECO HEALTH INSURANCE COMPANY	$1,589.82
	33671	3/29/2024	1484	FINNEY COUNTY UNITED WAY	$25.00
	33672	3/29/2024	6414	MIKE & KYRA RUSSELL	$502.21
	33673	3/29/2024	3028	VSP VISION	$4,861.41
				Bank Account Totals:	**$6,978.44**
				Total Of Checks:	**$6,978.44**

AP Wire Register (APLT44)

Finney County

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	**Account:**	475661538		
-22757	3/29/2024	2305	NATIONWIDE RETIREMENT SOLUTIONS	$7,027.29
-22756	3/29/2024	2058	KPERS	$111,390.98
-22755	3/29/2024	831	GREAT WEST FINANCIAL	$4,843.93
-22754	3/29/2024	1482	FINNEY COUNTY TREASURER	$38,054.54
-22753	3/29/2024	811	AFLAC	$11,757.74
			Bank Account Totals:	**$173,074.48**
			Total Of Wires:	**$173,074.48**

AP Check Register (APLT43)

Finney County

Bank No: 1 Account: 475661538

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33674	4/15/2024	885	ASSESSMENT STRATEGIES LLC	$215.00
33675	4/15/2024	6735	AT&T	$732.50
33676	4/15/2024	6102	BANC OF AMERICA LEASING	$53,922.00
33677	4/15/2024	6989	BIMBO BAKERIES USA, INC	$391.35
33678	4/15/2024	947	BOB BARKER COMPANY INC	$310.00
33679	4/15/2024	939	BORS LAW PA	$9,440.33
33680	4/15/2024	952	BOUND TREE MEDICAL LLC	$98.89
33681	4/15/2024	1728	BRAUN TONI R	$20.50
33682	4/15/2024	6792	BRIGHTLY SOFTWARE, INC	$12,871.30
33683	4/15/2024	977	BURTIS MOTOR CO INC	$1,446.02
33684	4/15/2024	996	CALIHAN LAW FIRM P.A.	$9,440.33
33685	4/15/2024	1026	CENTURY BUSINESS TECHNOLOGIES	$86.66
33686	4/15/2024	1036	CHEMSEARCH FE	$281.95
33687	4/15/2024	6686	CHERRYROAD MEDIA	$69.25
33688	4/15/2024	1043	CHRIS'S REPAIR LLC	$354.38
33689	4/15/2024	1046	CINTAS	$1,400.00
33690	4/15/2024	1055	CITY OF HOLCOMB	$36.53
33691	4/15/2024	1063	CLARION INN	$113.42
33692	4/15/2024	6853	CLERK OF THE SUPREME COURT	$50.00
33693	4/15/2024	1102	COMFORT SPECIALISTS INC	$125.00
33694	4/15/2024	1113	COMPASS BEHAVIORAL HEALTH	$270.00
33695	4/15/2024	1231	CORELOGIC	$389.95
33696	4/15/2024	1248	CRAZY HOUSE INC	$572.46

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33697	4/15/2024	6714	DATAEDGE SOLUTIONS	$8,425.00
33698	4/15/2024	1284	DAVIS ELECTRIC INC	$1,303.68
33699	4/15/2024	1323	DIAMOND DRUGS INC	$7,255.89
33700	4/15/2024	1270	DJ'S LOCK & KEY LLC	$356.71
33701	4/15/2024	1384	EHRESMAN PACKING CORP	$388.12
33702	4/15/2024	3625	ELECTION SYSTEMS & SOFTWARE LLC	$13,140.19
33703	4/15/2024	6831	FIRST WIRELESS, INC	$40.00
33704	4/15/2024	6682	FLOYD LAW OFFICE, LLC	$9,440.33
33705	4/15/2024	1505	FOLEY INDUSTRIES, INC	$1,142.47
33706	4/15/2024	1505	FOLEY INDUSTRIES, INC	$4,208.23
33707	4/15/2024	1538	GALLS LLC	$2,119.88
33708	4/15/2024	6774	GARCIA CLINICAL LABORATORY INC	$118.00
33709	4/15/2024	1549	GARDEN CITY AUTO PARTS INC	$361.94
33710	4/15/2024	3624	GARDEN CITY BUMPER TO BUMPER	$178.11
33711	4/15/2024	1583	GARDEN CITY TIRE CENTER INC	$97.50
33712	4/15/2024	1604	GENESIS FAMILY HEALTH	$781.68
33713	4/15/2024	7040	GREAT WESTERN TIRE, INC	$20,003.59
33714	4/15/2024	1677	HARRIS, MICHAEL P DDS PA	$190.00
33715	4/15/2024	3313	HAZEL, TAMMI J	$667.32
33716	4/15/2024	1698	HELSEL-JUST, WENDY	$300.00
33717	4/15/2024	6522	HILL'S PET NUTRITION SALES, INC	$244.04
33718	4/15/2024	6988	HMN ARCHITECTS, INC	$2,745.00
33719	4/15/2024	1735	HOPE, MILLS, BOLIN, COLLINS & RAMSEY LLP	$9,440.33
33720	4/15/2024	1758	HYDRO RESOURCES - MID CONTINENT, INC	$161.24

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33721	4/15/2024	1763	IHS GLOBAL INC	$7,342.70
33722	4/15/2024	1769	IMAGE TREND INC	$3,315.31
33723	4/15/2024	1810	J R AUDIO INC	$150.00
33724	4/15/2024	1811	JACKSON, DR MICHAEL	$825.00
33725	4/15/2024	1839	JOHNSON SEPTIC TANK SERVICE	$200.00
33726	4/15/2024	7068	JUAREZ-FRANCO, NESVY	$48.98
33727	4/15/2024	1889	KANSAS COUNTY APPRAISER'S ASSOCIATIO	$1,935.00
33728	4/15/2024	1957	KANSAS COUNTY HUMAN RESOURCE ASSOC	$95.00
33729	4/15/2024	2016	KEEFE COMMISSARY NETWORK	$10,567.02
33730	4/15/2024	2038	KEY OFFICE PRODUCTS	$3,674.91
33731	4/15/2024	2044	KINNEY GLASS INC	$319.19
33732	4/15/2024	6125	LAG RENTALS LLC	$846.14
33733	4/15/2024	2094	LAMPTON WELDING SUPPLY COMPANY INC	$757.75
33734	4/15/2024	2137	LEWIS, HOOPER & DICK LLC CPA	$22,000.00
33735	4/15/2024	2142	LIFE-ASSIST INC	$3,052.36
33736	4/15/2024	2082	LLANTERA JUARITOS	$25.00
33737	4/15/2024	7069	LOVING'S BAKERY & MORE	$756.25
33738	4/15/2024	6705	MONTGOMERY STRYDER	$207.30
33739	4/15/2024	6590	MOUNTAIN STATES PATHOLOGY,PC	$48.90
33740	4/15/2024	2325	NATIONAL SIGN COMPANY, INC.	$442.17
33741	4/15/2024	2376	NUTRIEN AG SOLUTIONS	$38,981.98
33742	4/15/2024	2391	OFFICE OF ADMINISTRATIVE HEARINGS	$285.00
33743	4/15/2024	6199	OFFICE OF THE STATE TREASURER	$31,303.75
33744	4/15/2024	6835	OPTUM	$513.81

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33745	4/15/2024	2409	OVERHEAD DOOR COMPANY	$367.54
33746	4/15/2024	2418	PALACE COMPUTER CENTER	$2,509.41
33747	4/15/2024	2503	POSTALOCITY.COM CORP	$4,398.16
33748	4/15/2024	2511	POWER WASHING PLUS L.L.C	$1,000.00
33749	4/15/2024	2512	PRAIRIE FIRE COFFEE	$511.20
33750	4/15/2024	6886	QUICK MED CLAIMS LLC	$10,244.17
33751	4/15/2024	3399	R & S NORTHEAST LLC	$292.20
33752	4/15/2024	7072	REGALADO VERONICA	$458.63
33753	4/15/2024	7067	REYES, MATIAS E	$1,025.01
33754	4/15/2024	2557	RJ'S PLUMBING & GENERAL CONTRACTING IN	$156.25
33755	4/15/2024	2667	SCHEOPNER'S WATER CONDITIONING	$125.65
33756	4/15/2024	6524	SCHIFFELBEIN TOWING	$500.00
33757	4/15/2024	2695	SERVICE JANITORIAL SUPPLY	$1,492.25
33758	4/15/2024	2709	SHI INTERNATIONAL CORP	$7,968.32
33759	4/15/2024	7071	SMITH KASANDRA	$9.69
33760	4/15/2024	2756	SOUTHWEST JANITORIAL SERVICE LLC	$2,340.00
33761	4/15/2024	2779	SPENCER & SPENCER PA	$9,440.33
33762	4/15/2024	2856	SYSCO OF KANSAS CITY	$11,524.02
33763	4/15/2024	2856	SYSCO OF KANSAS CITY	$30,536.13
33764	4/15/2024	6090	TELEFLEX LLC	$1,765.50
33765	4/15/2024	6167	THE COTT LAW FIRM, LLC	$9,440.33
33766	4/15/2024	3073	THOMSON REUTERS - WEST	$1,482.30
33767	4/15/2024	6565	TK ELEVATOR CORPORATION	$16,357.69
33768	4/15/2024	2922	TRANSUNION RISK & ALTERNATIVE	$75.00

Check No	Check Date	Vendor No	Vendor Name	Check Amount
33769	4/15/2024	6604	UKG KRONOS SYSTEMS LLC	$110.00
33770	4/15/2024	2949	UNIFIRST CORPORATION	$1,315.62
33771	4/15/2024	3056	WEBER REFRIGERATION & HEATING	$281.80
33772	4/15/2024	7073	WESTERN KS COALITION FOR FIRST RESPON	$500.00
33773	4/15/2024	537	WURST, WENDEL	$300.00
			Bank Account Totals:	**$419,967.79**
			Total Of Checks:	**$419,967.79**

AP Wire Register (APLT44)

Finney County

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	**Account:**	475661538		
-22765	4/15/2024	3018	VERIZON WIRELESS	$6,466.20
-22764	4/15/2024	2480	PIONEER COMMUNICATIONS	$270.80
-22763	4/15/2024	2242	MIDWEST ENERGY INC	$86.67
-22762	4/15/2024	6296	IDEA TEK TELCOM	$14,142.47
-22761	4/15/2024	1049	CITY OF GARDEN CITY	$11,174.70
-22760	4/15/2024	941	BLUE CROSS BLUE SHIELD OF KS	$113,357.97
-22759	4/15/2024	937	BLACK HILLS ENERGY	$8,300.79
-22758	4/15/2024	801	ADVANCED CORRECTIONAL HEALTHCARE INC	$18,875.97
			Bank Account Totals:	**$172,675.57**
			Total Of Wires:	**$172,675.57**

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: County Clerk
DATE: April 15, 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 ROLL CORRECTION - OIL

Tax Year: 2023

AAELT012

Printed by / Date Time gcampos 4/9/2024 2:59:51PM

TaxPayer HGOI00001
HG OIL HOLDINGS LLC

PO BOX 97
PLAINVILLE, KS 67663-0097

Check Payable to: HG OIL HOLDINGS LLC

System Control # 2024000163
County Control # 2024000163
CAMA # 0-0-0-0-0-0-0-0-0
TU 15 G 457 PWD
Quick Ref.

Tax Year 2023
Lease # 0015200
ALGRIM 13-28
Interest 0.82437500
Interest Type WK

APPRAISER SECTION (Value) Mar 27 2024 1:14PM Sondra Kendall Approved

Assessed Prior To Correction:			Assessed After Correction:			
	Penalty % 0.00			Penalty % 0.00		
Value	**Penalty**	**Total**	**Value**	**Penalty**	**Total**	**Net Change**
64,021	0	64,021	2,592	0	2,592	-61,429

Comment: DOCKET 2023-7479-TX Pursuant KSA 79-2019 t (a)

CLERK SECTION (Tax) Apr 9 2024 2:59PM Gabriela Cruz Order to Print

Tax Prior To Correction:			Tax After Correction:			
						Net Change
Levy	125.30600	**Gen Tax** 8,022.22	**Levy**	125.30600	**Gen Tax** 324.80	-7697.42

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	-61,429	**Type of Correction**	Abate
Applicable Mill Levy	125.30600	**Correction Code**	BO
Net Change in Total Tax Dollars	-7697.42	**Tax Statement #**	35039
Refund Amount	3,686.31	**Comments**	DOCKET 2023-7479-TX Pursuant KSA 79-2019 t (a)

Comment:

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

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year: 2023	TAX ROLL CORRECTION - PERSONAL PROPERTY AAELT013	Printed by / Date Time gcampos 4/9/2024 3:01:16PM

TaxPayer ROCH00061

ROCHA-JAQUEZ RENE

1988 N CHMELKA RD
GARDEN CITY, KS 67846-9710

System Control # 2024000164
User Control # 2024000164
Cama # 273-07-0-40-18-007-00-0-
Tax Unit 63 S 363 DD1
Property Location 1988 CHMELKA RD - KS 67846

Tax Year 2023
Doc # 18380
Quick Ref.

APPRAISER SECTION (Value) Apr 1 2024 3:25PM Sondra Kendall Approved

Appraised Prior To Correction:			Appraised After Correction:			Net Change
Value	Penalty %		Value	Penalty %		
18,972	5.00		33,257	5.00		14,285
Non-Watercraft Assessed Prior To Correction:			Non-Watercraft Assessed After Correction:			
Value	Penalty	Total	Value	Penalty	Total	
5,692	285	5,977	9,978	2,428	12,406	6,429
Watercraft Only Assessed Prior To Correction:			Watercraft Only Assessed After To Correction:			
0	0	0	0	0	0	0
Exempt Value:	0		Exempt Value:	0		0

Comment: K.S.A. 79-1701 (g) - TAXPAYER FAILED TO TITLE THE ATV IN HIS NAME

CLERK SECTION (Tax) Apr 9 2024 3:01PM Gabriela Cruz Order to Pr

Tax Prior To Correction:				Tax After Correction:				Net Change
Levy	131.154000	Gen Tax	783.94	Levy		Gen Tax	1627.12	843.18
		SB41 $	0.00			SB41 $	0.00	0.00
Exempt Tax Dollars			783.94	Exempt Tax Dollars			1627.12	843.18

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	6,429	**Type of Correction**	Escape
Mill Levy	131.154000	**Correction Code**	CL
		Tax Statement #	20058
Net Change in Levied Tax Dollars	843.18		
Net Change in Exempt Tax Dollars	0.00	**Comments**	K.S.A. 79-1701 (g) - TAXPAYER FAILED TO TITLE THE ATV IN HIS NAME
Net Change in Total Tax Dollars	843.18		
Refund Amount	0.00		

Comment:

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

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year: 2023	TAX ROLL CORRECTION - PERSONAL PROPERTY AAELT013	Printed by / Date Time gcampos 4/9/2024 3:01:16PM

TaxPayer JVCO00004

JV CONSTRUCCION AND HOME REMODELING LLC

1607 W DIANE ST
GARDEN CITY, KS 67846-2615

System Control # 2024000166
User Control # 2024000166
Cama # 261-12-0-10-02-004-00-0-

Tax Year 2023
Doc # 19820
Quick Ref. 3331

Tax Unit 1 GARDEN CITY
Property Location 1607 W DIANE ST - KS 67846

APPRAISER SECTION (Value) Apr 4 2024 4:22PM Ana Garcia Approved

Appraised Prior To Correction:			Appraised After Correction:			Net Change
Value	Penalty %		Value	Penalty %		
0	0.00		1,700	0.00		1,700
Non-Watercraft Assessed Prior To Correction:			Non-Watercraft Assessed After Correction:			
Value	Penalty	Total	Value	Penalty	Total	
0	0	0	510	0	510	510
Watercraft Only Assessed Prior To Correction:			Watercraft Only Assessed After To Correction:			
0	0	0	0	0	0	0
Exempt Value:	0		Exempt Value:	0		0

Comment: PURCHASED 2022 HICY TRL VIN-0918 ON 9/2/2022

CLERK SECTION (Tax) Apr 9 2024 3:01PM Gabriela Cruz Order to Pr

Tax Prior To Correction:				Tax After Correction:				Net Change
Levy	0.000000	Gen Tax	0.00	Levy		Gen Tax	81.62	81.62
		SB41 $	0.00			SB41 $	0.00	0.00
Exempt Tax Dollars			0.00	Exempt Tax Dollars			81.62	81.62

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	510	**Type of Correction**	Escape
Mill Levy	160.033000	**Correction Code**	CL
		Tax Statement #	
Net Change in Levied Tax Dollars	81.62		
Net Change in Exempt Tax Dollars	0.00	**Comments**	PURCHASED 2022 HICY TRL VIN-0918 ON 9/2/2022
Net Change in Total Tax Dollars	81.62		
Refund Amount	0.00		

Comment:

By order of the Board of County Commissioners (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 gcampos 4/9/2024 3:01:16PM

TaxPayer DRUS00005

DRUSSEL SEED & SUPPLY INC

9585 S HANDS RD
GARDEN CITY, KS 67846-8921

System Control # 2024000167
User Control # 2024000167
Cama # - -- - - - - --

Tax Year 2022
Doc # 19822
Quick Ref.

Tax Unit 125 I 457
Property Location 2197 W Parallel RD - Garden City, KS 67846

APPRAISER SECTION (Value) Apr 8 2024 12:02PM Sondra Kendall Approved

Appraised Prior To Correction:			Appraised After Correction:			Net Change
Value	Penalty %		Value	Penalty %		
0	0.00		6,120	0.00		6,120
Non-Watercraft Assessed Prior To Correction:			Non-Watercraft Assessed After Correction:			
Value	Penalty	Total	Value	Penalty	Total	
0	0	0	1,836	918	2,754	2,754
Watercraft Only Assessed Prior To Correction:			Watercraft Only Assessed After To Correction:			
0	0	0	0	0	0	0
Exempt Value:	0		Exempt Value:	0		0

Comment: ESCAPE TAX - TRAILER WAS TAGGED COMMERCIALLY - RETITLING TO MOVE TO TEXAS

CLERK SECTION (Tax) Apr 9 2024 3:01PM Gabriela Cruz Order to Pr

Tax Prior To Correction:				Tax After Correction:			Net Change
Levy	0.000000	Gen Tax	0.00	Levy	Gen Tax	349.84	349.84
		SB41 $	0.00		SB41 $	0.00	0.00
Exempt Tax Dollars			0.00	Exempt Tax Dollars		349.84	349.84

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	2,754	**Type of Correction**	Escape
Mill Levy	127.027000	**Correction Code**	CL
		Tax Statement #	
Net Change in Levied Tax Dollars	349.84		
Net Change in Exempt Tax Dollars	0.00	**Comments**	ESCAPE TAX - TRAILER WAS TAGGED COMMERCIALLY - RETITLING TO MOVE TO TEXAS
Net Change in Total Tax Dollars	349.84		
Refund Amount	0.00		

Comment:

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

Approved by Commission: _____

Attest by County Clerk: _____

Tax Year: 2023	TAX ROLL CORRECTION - PERSONAL PROPERTY AAELT013	Printed by / Date Time gcampos 4/9/2024 3:01:16PM

TaxPayer DRUS00005

DRUSSEL SEED & SUPPLY INC

9585 S HANDS RD
GARDEN CITY, KS 67846-8921

System Control # 2024000168
User Control # 2024000168
Cama # - -- - - - - --

Tax Year 2023
Doc # 19823
Quick Ref.

Tax Unit 125 I 457
Property Location 2197 W Parallel RD - Garden City, KS 67846

APPRAISER SECTION (Value) Apr 8 2024 12:08PM Sondra Kendall Approved

Appraised Prior To Correction:			Appraised After Correction:			Net Change
Value	Penalty %		Value	Penalty %		
0	0.00		5,400	0.00		5,400
Non-Watercraft Assessed Prior To Correction:			Non-Watercraft Assessed After Correction:			
Value	Penalty	Total	Value	Penalty	Total	
0	0	0	1,620	810	2,430	2,430
Watercraft Only Assessed Prior To Correction:			Watercraft Only Assessed After To Correction:			
0	0	0	0	0	0	0
Exempt Value:	0		Exempt Value:	0		0

Comment: ESCAPE TAX - TRAILER WAS TAGGED COMMERCIALLY - RETITLING TO MOVE TO TEXAS

CLERK SECTION (Tax) Apr 9 2024 3:01PM Gabriela Cruz Order to Pr

Tax Prior To Correction:				Tax After Correction:			Net Change
Levy	0.000000	Gen Tax	0.00	Levy	Gen Tax	296.28	296.28
		SB41 $	0.00		SB41 $	0.00	0.00
Exempt Tax Dollars			0.00	Exempt Tax Dollars		296.28	296.28

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value	2,430	**Type of Correction**	Escape
Mill Levy	121.926000	**Correction Code**	CL
		Tax Statement #	
Net Change in Levied Tax Dollars	296.28		
Net Change in Exempt Tax Dollars	0.00	**Comments**	ESCAPE TAX - TRAILER WAS TAGGED COMMERCIALLY - RETITLING TO MOVE TO TEXAS
Net Change in Total Tax Dollars	296.28		
Refund Amount	0.00		

Comment:

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

Approved by Commission: _____

Attest by County Clerk: _____

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: April 15, 2024
RE: Waiver of Purchasing Policy Requirements

DISCUSSION:
Staff are requesting a waiver of purchasing policy and be allowed to follow statute for publication of a request for proposals for the Fairgrounds Exhibition Building Receptacle Addition.

BACKGROUND:
The Finney County Health Department has obtained an ELC Infrastructure Expansion Grant in 2023. This grant is to be used to upgrade or expand infrastructure related to Health Department activities related to improved Covid response in the community. The grant allows for improvements to local health departments or any site they use for testing or immunization deployment and must be spent by July 31, 2024.
Finney County Health Department designated a portion of that grant to be used for upgrades to the Exhibition Building. Initially it was planned to have the building wired for full use generator power supply and a generator purchased that would run all building systems in the event of a major power outage/emergency. Due to shortage and long lead times for generator purchases it was determined that the funds would be better used for electrical and internet upgrades. This will allow for easier access to both electricity and internet during mass testing, immunization, or emergency events.
The County has engaged OSE Engineering PA to determine the scope of the project as well as prepare the RFP. In a very short time frame they have provided these services and County is ready to put out the RFP for this project.
County purchasing policy requires 30 days of publication and state statute only requires 15 days of publication. Due to bookings and the small window of time left on the funds, County staff are requesting a waiver of purchasing policy's 30 days publication and instead be allowed to use statue requirements of 15 days publication in order to get bids back and project to be started May 10th. May 10th begins a 3 week window of non-booked time in the Exhibition Building which would allow for uninterrupted work by contractors.

ALTERNATIVES:
1) approve the waiver of publication time in the current purchasing policy and allow staff to follow state statute for publication times
2) not allow the waiver of publication in current purchasing policy and direct staff to seek alternative ways to utilize the funds.

RECOMMENDATION:
Staff recommends alternative 1) to approve the waiver of the current purchasing policy requirements of 30 days publication and allow staff to follow state statute of 15 days publication.

FISCAL And/Or POLICY IMPACT:

Potential loss of $100,000 in grant funding for project.

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU: Dori J. Munyan, County Clerk
FROM:
DATE: April 15, 2024
RE: Executive Session - Attorney-Client

DISCUSSION:
Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2).

RECOMMENDATION:
Recess into an Executive Session for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2).

ATTACHMENTS:
Description
K.S.A. 75-4319

75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure. (a) Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) Justifications for recess to a closed or executive meeting may only include the following, the need:

(1) To discuss personnel matters of nonelected personnel;

(2) for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship;

(3) to discuss employer-employee negotiations whether or not in consultation with the representative or representatives of the public body or agency;

(4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;

(5) to discuss matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;

(6) for the preliminary discussion of the acquisition of real property;

(7) to discuss matters relating to parimutuel racing permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 74-8804, and amendments thereto;

(8) to discuss matters relating to the care of children permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 38-2212(d)(1) or 38-2213(e), and amendments thereto;

(9) to discuss matters relating to the investigation of child deaths permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 22a-243(j), and amendments thereto;

(10) to discuss matters relating to patients and providers permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 39-7,119(g), and amendments thereto;

(11) to discuss matters required to be discussed in a closed or executive meeting pursuant to a tribal-state gaming compact;

(12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems, facilities or equipment used in the production, transmission or distribution of energy, water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities or equipment; (C) a public body or agency, public building or facility or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the public body or agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and vulnerability assessments;

(13) to discuss matters relating to maternity centers and child care facilities permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 65-525(d), and amendments thereto;

(14) to discuss matters relating to the office of inspector general permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 75-7427, and amendments thereto; and

(15) for the governor's domestic violence fatality review board to conduct case reviews.

(c) No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.

(d) Any confidential records or information relating to security measures provided or received under the provisions of subsection (b)(12), shall not be subject to subpoena, discovery or other demand in any administrative, criminal or civil action.

History: L. 1972, ch. 319, § 3; L. 1977, ch. 301, § 3; L. 1981, ch. 344, § 1; L. 1988, ch. 315, § 4; L. 1992, ch. 318, § 9; L. 1993, ch. 286, § 75; L. 1994, ch. 254, § 3; L. 1996, ch. 256, § 23; L. 1999, ch. 96, § 2; L. 2001, ch. 190, § 2; L. 2004, ch. 177, § 2; L. 2005, ch. 126, § 4; L. 2007, ch. 177, § 16; L. 2009, ch. 132, § 14; L. 2012, ch. 16, § 33; L. 2015, ch. 68, § 16; L. 2017, ch. 73, § 4; July 1.

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Lona DuVall, President/CEO FCEDC
DATE: April 15, 2024
RE: Finney County Economic Development | Update

DISCUSSION:
Finney County Economic Development President/CEO Lona DuVall will provide an update to the Board.

RECOMMENDATION:
None.

FINNEY COUNTY
KANSAS

MEMORANDUM

TO:	County Commission
THRU:	Robert Reece
FROM:	Beth Beavers
DATE:	April 15, 2024
RE:	25th JD Youth Services FY25 Comprehensive Plan

DISCUSSION:

Kansas Department of Corrections allocated $871,370.20 for the FY25 year. The department has been flat funded for the past two years.

The most significant change for FY25 is the agency seeking to add an Intermediate Intervention Program Officer (IIP). The amount of youth referred to the program increased 14% from FY22 to FY23. FY24 has already served 143 youth.

The Juvenile Corrections Advisory Board approved the FY25 Comprehensive Plan on March 28th, 2024. The plan will be presented to Kearny, Scott, Hamilton, Greeley, and Wichita Counties throughout the month of April.

BACKGROUND:

The Kansas Department of Corrections fully funds the 25th JD Youth Services.

ALTERNATIVES:

If the BoCC does not approve the agency will revise the grant and present revisions to the BoCC for approval.

RECOMMENDATION:

The recommendation is to approve the FY25 Comprehensive Plan and Budget.

FISCAL And/Or POLICY IMPACT:

There is no fiscal impact to Finney County tax dollars.

ATTACHMENTS:

Description

FY25 Juvenile Comprehensive Plan Grant

Kansas
Department of Corrections

25th Judicial District Juvenile Services

Prepared by 25th Judicial District Community Corrections
for Kansas Department of Corrections FY2025 Juvenile Comprehensive Plan Grant - Updated

Primary Contact: Beth Beavers

Opportunity Details

Opportunity Information

Title
FY2025 Juvenile Comprehensive Plan Grant - Updated

Description
Pursuant to KSA 75-7038, the Kansas Department of Corrections is seeking applications for funding the development, implementation, operation, and improvement of juvenile community correctional services. Funding under this award will serve to support local community corrections agencies and service providers in promoting public safety, holding juveniles accountable for their behavior, and improving their ability to live more productively and responsibly in their community.

Awarding Agency Name
Kansas Department of Corrections

Agency Contact Name

Agency Contact Phone

Agency Contact Email

Fund Activity Categories

Subjects

Opportunity Posted Date
1/30/2024

Funding Opportunity Number
J-FY2025-CP

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/43d71774-0bb8-48bf-9088-e308fbe00bd2

Is Published
Yes

Funding Information

Funding Sources
State

Funding Source Description
Funds for this opportunity are appropriated by the Kansas State Legislature and distributed by the Kansas Department of Corrections.

Funding Restrictions
These funds may not be co-mingled with funds from other state or federal agencies or local funds. Refer to the KDOC Financial Rules, Guidelines and Reporting Instructions for other funding restrictions.

Award Information

Award Period
Ends 06/30/2025

Submission Information

Submission Window

01/30/2024 8:00 AM - 05/01/2024 5:00 PM

Submission Timeline Additional Information

No applications will be accepted after the Submission Close Date.

Other Submission Requirements

To facilitate the review process, it is imperative that all funding requests submitted are complete, accurate and include the required signatory approvals. The Board of County Commissioners or Governing Authority for the applicant/administrative county must review and approve the application prior to submission to KDOC. Incomplete applications will not be considered for funding unless or until all deficiencies have been corrected to KDOC's satisfaction.

Question Submission Information

Question Submission Additional Information

For questions or assistance with the requirements of this funding opportunity, the Community Corrections Program Director should contact their KDOC Regional Contact.

Eligibility Information

Eligible Applicants

- County Governments

Additional Eligibility Information

Any county or group of cooperating counties operating a community correctional services program is eligible to apply for Community Corrections Act funding. However, pursuant to KSA 75-7043, no county or group of cooperating counties shall be qualified to receive grant funding unless and until the comprehensive plan for such county or group of cooperating counties is approved by the secretary of corrections. Additionally, in order to remain eligible for Juvenile Justice Act funding, a county or group of cooperating counties shall substantially comply with the operating standards established by the secretary of corrections.

Award Administration Information

State Award Notices

Award notifications will be made to the Board of County Commissioners of the applicant/administrative county or the Governing Authority Chairperson on or before July 1, 2024.

Awards will be based on the criteria specified in KSA 75-7053 and will be awarded to the Board of County Commissioners or Governing Authority for the applicant county. If the applicant is a group of cooperating counties then funding will be awarded to the administrative county identified in the group of cooperating counties' Inter-local Agreement.

Reporting

Award recipients will be required to complete and submit quarterly financial and outcome reports in accordance with the following timelines:
Q1 (Jul-Aug-Sep) Due on/before: 10/31/2024
Q2 (Oct-Nov-Dec) Due on/before: 01/31/2025
Q3 (Jan-Feb-Mar) Due on/before: 04/30/2025
Q4 (Apr-May-Jun) Due on/before: 07/31/2025

Project Information

Application Information

Application Name
25th Judicial District Juvenile Services

Award Requested
$871,370.20

Total Award Budget
$871,370.20

Primary Contact Information

Name
Beth Beavers

Email Address
bbeavers@finneycounty.org

Address
607 W Santa Fe
Garden City, KS 67846

Phone Number
(620) 272-3802

Project Description

Agency Profile - Juvenile

Agency Leadership

Administrative Contact Name
Beth Beavers

Administrative Contact Address Line 1
607 W Santa Fe

Administrative Contact Address Line 2

Administrative Contact City
Garden City

Administrative Contact State
Kansas

Administrative Contact Zip Code
67868

Administrative Contact Phone Number
6202723802

Administrative Contact Email Address
bbeavers@finneycounty.org

Does agency leadership include an Executive/Administrative Director? This question is not intended to capture information regarding the County Administrator but rather a secondary level of leadership within the agency.

- ○ Yes
- ◉ No

Which governing authority has direct oversight of the community corrections agency, to include hiring/firing of staff?

- ◉ Board of County Commissioners (BOCC)
- ○ Governing Board

For multi-county agencies, please provide contact information for the host/administrative county BOCC Chairperson.

BOCC Chairperson Name
Gerry Schultz

BOCC Chairperson Address Line 1
311 N 9th Street

BOCC Chairperson Address Line 2

BOCC Chairperson City
Garden City

BOCC Chairperson State
KS

BOCC Chairperson Zip Code
67846

BOCC Chairperson Phone Number
16202723542

BOCC Chairperson Email Address
dmunyan@finneycounty.org

Agency Locations

Main Office

Main Office Address Line 1
607 W Santa Fe

Main Office Address Line 2

Main Office City
Garden City

Main Office State
KS

Main Office Zip Code
67846

Does your agency operate any satellite offices?
○ Yes
◉ No

Agency Personnel

Does your agency have more than 25 employees?
○ Yes
◉ No

Utilize FY25 Personnel Less than 25 employees to provide employee specific information. This form should include all employees (adult and juvenile) whose wages are paid, (solely or in part) from state grant funds.
FY25 Personnel Less than 25 employees.xlsx

Attach a completed copy of FY25 Personnel Less than 25 employeesL here.
FY25 Personnel Less than 25 employees-YS.xlsx

Organizational Chart

Attach a copy of your agency's organizational chart.
Org Chart.docx

Example Organizational Chart
FY25 Example Organizational Chart.pdf

Governing/Corrections Advisory Board

Is this a joint board with the Adult Corrections Advisory Board?
○ Yes
◉ No

Governing/Corrections Advisory Board Chairperson Name
Mike Warren

Governing/Corrections Advisory Board Chairperson Title
Sheriff

Governing/Corrections Advisory Board Chairperson Address Line 1
304 N 9th Street

Governing/Corrections Advisory Board Chairperson Address Line 2

Governing/Corrections Advisory Board Chairperson City
Garden City

Governing/Corrections Advisory Board Chairperson State
KS

Governing/Corrections Advisory Board Chairperson Zip Code
67846

Governing/Corrections Advisory Board Chairperson Email Address
mikew@ficolec.org

Governing/Corrections Advisory Board Chairperson Phone Number
6202723700

Utilize FY25 CAB Members to provide a current list of your agency's Governing/Corrections Advisory Board members.
FY25 CAB Members.xlsx

Attach a completed copy of FY25 CAB Members here.
Copy of FY25 JCAB Members.xlsx

Host/Administrative County

Does your agency operate as a single or multi-county entity?
○ Single
◉ Multi-County

Name of the Host/Administrative County
Finney County

Host/Administrative County Financial Officer Contact Information

Host/Administrative County Financial Officer Name
Robert Reece

Host/Administrative County Financial Officer Address Line 1
311 N 9th Street

Host/Administrative County Financial Officer Address Line 2

Host/Administrative County Financial Officer City
Garden City

Host/Administrative County Financial Officer State
KS

Host/Administrative County Financial Officer Zip Code
67846

Host/Administrative County Financial Officer Phone Number
6202723542

Host/Administrative County Financial Officer Email Address
rreece@finneycounty.org

Non-KDOC Funding Information

Pursuant to KSA 75-7049, does your agency receive assistance from the county or counties within your judicial district?

◉ Yes
○ No

Instructions for documenting county assistance.

Single county agencies: Include the following items when detailing what assistance is provided to the agency:

- **Type of Assistance (Allocation or In-Kind)**
- **Assistance amount, expressed in whole dollars**
- **Description/purpose of assistance**
- **If contribution has been confirmed by the county or it is a pending request.**

Multi-county agencies: In addition to the four bullet points above, include the name of the county.

Example of documenting county assistance: Allocation - $20,000 - Rent - Confirmed

Document the county assistance your agency receives.

Type of assistance: Allocation
Assistance amount: Approved 2024 budget amount: $60,445
Description/Purpose: S/B 1 Prevention Officer and operational costs. This position facilitates cog programs for youth in the community and does presentations in the schools.

Has or will your agency request funding from other sources (e.g., federal grants, private foundations grants, etc.) for FY24?

○ Yes
◉ No

Programmatic Changes

Has the agency experienced significant changes, either positive or negative, which have directly impacted your program for FY24 (e.g., new, or discontinued program services, staff turnover, policy, or procedure changes, new or discontinued community services, etc.)?

- ○ Yes
- ◉ No

Agency Outcomes

Juvenile Intake and Assessment System (JIAS)

What entity is responsible for operating JIAS in the applicant's judicial district? For this questions, Sub-Contracted Agency is defined as a private entity that is paid, through a contractual agreement, to provide Intake Services.

- ◉ Community Supervision Agency
- ○ Sub-Contracted Agency
- ○ Both

How many intakes were conducted in FY23?

223

How many youth who completed an intake in FY23 were referred for services?

181

Is law enforcement in the agency's judicial district utilizing the Notice to Appear (NTA) process pursuant to KSA 38-2330?

- ◉ Yes
- ○ No

If your agency serves a multi-county district, are all counties utilizing the NTA process?

- ◉ Yes
- ○ No

Provide a brief description of how the NTA process is working.

The NTA process is working well in all 6 counties. We are still working with Finney County to educate them on the process. We have had a couple of meeting with the County Attorney, Sheriff, GCPD and us to streamline the NTA process.

Intermediate Intervention Program (IIP)

Pursuant to KSA 38-2346, what entity is responsible for operating IIP in the agency's judicial district?

- ○ Juvenile Intake and Assessment (JIAS)
- ◉ Community Supervision Agency
- ○ Court Services
- ○ Judicial District does not meet the statutory requirements of KSA 38-2346

Has a copy of the district's signed IIP agreement been submitted to KDOC?

- ◉ Yes
- ○ No

Have any revisions or changes been made to the district's IIP agreement since it was submitted to KDOC?

- ○ Yes
- ◉ No

If your agency serves a multi-county district, are all counties participating in the IIP program?

- ◉ Yes
- ○ No

What was the agency's rate for successful IIP completions in FY23? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).

70.00%

Did the rate for successful IIP completions meet the agency's target goal for FY23?

- ○ Yes
- ◉ No

Describe any gaps or barriers that contributed to the agency not achieving its FY23 successful IIP completion target goal.

In FY22 there were no MDT board being utilized in the outer counties. In FY23 The MDT Coordinator began utilizing Finney Counties MDT board for the outer counties. This agency believes the drop in our successful rate could be due

in part to utilizing the MDT. Prior to having a MDT board the cases went back to the County Attorney's office for case decisions.
The total number of cases in FY22 was 140 cases and FY23 was 169. The increased caseload for the IIP Officer could be a part of the unsuccessful rate. The youth could be affected by less office visit time due to the increase of cases. This agency will be adding one additional IIP Officer for the next fiscal year to help ensure adequate time for each youth on the program.

Does the agency plan to address these gaps or barriers in FY25?

◉ Yes
○ No

The plan to address these gaps or barriers should be discussed in the Agency Plan section of the grant application.

Utilize FY25 Juvenile IIP Data to provide a breakdown of IIP cases by gender, race and ethnicity, if data is available.

FY25 Juvenile IIP Data.xlsx

Attach a completed copy of FY25 Juvenile IIP Data here.

FY25 Juvenile IIP Data (2).xlsx

Of those youth whose IIP was extended, how many went to MDT?

38

Of those youth whose IIP was extended, how many were extended for evidence-based program completion?

7

Of those youth whose IIP was extended, how many were extended due to not satisfactorily completing their IIP?

31

Describe the successes/accomplishments of the IIP program to date.

The IIP Officer reached out to providers in FY23 to see if there were services that the youth or family could utilize.

Describe any challenges facing the IIP program that will be addressed in FY25.

The challenge in FY23 was the increase in cases. FY22 had a total of 140 cases: FY23 169 cases; FY24 has 143 cases already this fiscal year.

Juvenile Intensive Supervised Probation (JISP) and Case Management (CM)

KDOC was unable to obtain complete data regarding successful and unsuccessful probation completions for FY23. If applicant agency tracked this information locally, please complete the applicable questions in this section. If not, please skip to the questions regarding CBI Outcomes for FY23.

What was your agency's rate for successful probation completions in FY23? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).

81.00%

Did the rate for successful probation completions meet the agency's target goal for FY23?

◉ Yes
○ No

Of the successful probation completions in FY23, how many discharged early due to earned discharge credit?

8

How many youth completing probation during FY23 met program hours in accordance with their YLS risk level per Standard CSS-04-103?

13

Did your agency offer in-house or contracted cognitive behavioral GROUP programming during FY23? This question does not address INDIVIDUAL CBI programming.

◉ Yes
○ No

Utilize FY25 CBI Group Programming Outcomes to report cognitive behavioral GROUP program outcomes for FY23. CBI programming that is completed in a one-on-one manner should not be included in this form.

FY25 CBI Group Programming Outcomes.xlsx

Attach a completed copy of FY25 CBI Group Programming Outcomes here.

FY25 Form-PROGRAMS.xlsx

How many youth who successfully completed a cognitive behavioral GROUP program are still on probation?

0

How many youth who successfully completed a cognitive behavioral GROUP program terminated probation successfully?

9

How many of the youth who successfully completed a cognitive behavioral GROUP program have had probation revoked?

0

Agency Plan

Organizational Needs

This section is available to applicants who desire to address critical needs that impact the entire agency. Examples might include plans to relocate office space, a need for additional space to deliver more on-site services or an agency-wide training initiative that would provide a means for staff/caseload specialization.

Does your agency have any organizational needs, excluding staffing levels or wages, that need to be addressed in FY25?

- ○ Yes
- ◉ No

Supervision

Utilize this section to describe how the agency will address its target population and any gaps or barriers that have been identified for FY25.

Does your plan include referrals to community-based services?

- ◉ Yes
- ○ No

Which of the following risk/need areas can be addressed through referrals to community-based services? (Check all that apply)

- ☒ Attitudes/Orientation
- ☒ Education/Employment
- ☒ Family Circumstance/Parenting
- ☐ Peer Relations
- ☒ Personality/Behavior
- ☒ Substance Abuse

For each risk/need area that can be addressed through community-based referrals, describe the target population including risk level.

All of the below risk/need's areas can be addressed through not only in-house services but through community-based referrals.

Family/circumstance: This population can fall in to the low to very high-risk level. The youth may be experiencing any number of issues going on in the household. There are many agencies in the community-based referrals.
Family/Circumstance: This populations addressed range from low to very high-risk. The youth may be experiencing any number of issues going on within the household, including parents, siblings, etc.
Education: This population has difficulty with attending school regularly or have dropped out. Clients may be long term expelled, suspended, or are truant. and fall into the high and very high-risk domain level. There are several different options available in the community for education.
Substance Abuse: These youth are referred because of substance abuse issues (alcohol and/or drug use). The target population is generally moderate to high risk.
Personality & Behavior: The target population domains can range from, low to very high risk. Client may have some mental health concerns and/or behavioral issues.
Attitudes/Orientation: The target domain is for youth low to very high. Typically, clients have difficulty with authority, have a poor outlook of things going on and possible behavioral issues.

Does your plan include referrals to programs facilitated in-house or by contracted providers? If a contracted provider is utilized, a formal agreement (MOU or Contract) must exist between the entities.

- ◉ Yes
- ○ No

Utilize FY25 Programming to provide program details.

FY25 Programming.xlsx

Attach a completed copy of FY25 Programming here.

FY25 Programming.xlsx

Does your plan include individual CBI programming (e.g., EPICS tools, Carey Guides, etc.)? (Work done one-on-one

during office contacts)

◉ Yes
○ No

Does your plan include staff trainings excluding those required by KDOC?

◉ Yes
○ No

Provide details regarding any confirmed or proposed staff trainings for FY243.

Training	Training Provider	Staff Positions being Trained	Target Training Date	Purpose of Training
First Aid/ CPR	Finney County	All	Annually	To be well versed employees
PREA	In House	All	Annually	To be well versed employees
Ethics	In House	All	Annually	To be well versed employees
Defensive Driving	Finney County	All	Biannual	To be well versed employees

Does your agency plan to utilize any assessments or screeners beyond those required by KDOC?

○ Yes
◉ No

Does the agency plan to utilize any methods/strategies that have not already been identified?

○ Yes
◉ No

Racial/Ethnic Disparities (R/ED) (formerly Disproportionate Minority Contact)

Describe any efforts made to identify and reduce racial, ethnic, geographic, and other biases that may exist within the following programs.

Juvenile Intake and Assessment System (JIAS). If applicant agency does not operate JIAS, please answer N/A for this question.

During our Juvenile Advisory Board Meetings, we reintroduced the DMC and presented the data for the 25th Judicial District. No interest was expressed from the board during this time.

Immediate Intervention Program (IIP). If applicant agency does not operate the IIP program, please answer N/A for this question.

During our Juvenile Advisory Board Meetings, we reintroduced the DMC and presented the data for the 25th Judicial District. No interest was expressed from the board during this time.

Juvenile Intensive Supervised Probation (JISP) and Case Management (CM)

During our Juvenile Advisory Board Meetings, we reintroduced the DMC and presented the data for the 25th Judicial District. No interest was expressed from the board during this time.

Delinquency Prevention Programs

Did your agency receive delinquency prevention funding in FY24?

- ○ Yes
- ◉ No

Is your agency requesting delinquency prevention program funding for FY25?

- ○ Yes
- ◉ No

Monitoring and Evaluation

Who will be responsible for monitoring and evaluating the implementation, operation, and effectiveness of the agency's FY25 plan?

The Director and Deputy Director will be responsible for monitoring and evaluating effectiveness of the agency's FY25 plan. The agency has a collaborative effort between staff and administration, including the direct supervisor of the juvenile departments.

How often will evaluations of the implementation, operation, and effectiveness of the agency's FY25 plan occur?

The agency will complete file audits on at least 10% of the active caseloads, per quarter, for clients on ISP, Case Management, IIP, JIAS and those active in programming. Office visit observation forms and YLS quality assurance forms from KDOC will be utilized for the clients on ISP and case management. Office visits will also be observed to ensure that they are meaningful and impactful. In addition, during file audits/observations, the reviewer (Deputy Director and/or Supervisor) will ensure that all required documents are in the electronic hard files. For example: signed conditions, referrals, court documents, treatment plans, etc. The reviewer will also look that standards are being maintained including but not limited to, office visits, drug screens, employment verification, intervention verifications. Audits will ensure that EPICS tools are being utilized in the manner that they are designed for. All staff will be required to review the agency's FY25 plan and outcomes. Each department will be aware of the goals, objectives and tasks that they are to be working on for the FY25 year. The agency will continue to track data needed to input into the plan to track progress.

How will the outcome of these evaluations be documented and distributed to stakeholders?

The agency has access to quality assurance and observation forms from KDOC. These forms are for office visits, YLS assessments, etc. that are utilized in daily office visits. These outcomes are documented on the forms and discussed with the staff that it coincides with. The deputy director and direct supervisor are involved in this process. Information is documented in outcomes and reported to board members during quarterly Advisory Board meetings. The final outcomes are then reported to KDOC as required.

If corrective action is required as a result of those evaluations, please describe the process for ensuring that is it addressed/responded to.

If a corrective action plan is required on any of the above listed review process, these will be noted on the appropriate form. These will be discussed individually with the appropriate staff. A deadline will be given to get the deficiencies corrected by. If there are repeated or substantial deficiencies, additional training and coaching may be required.

Goals and Objectives

Form Modifications

The FY25 Agency Caseplan form has space for five (5) goals. If you wish to include more goals, please email a copy of the form to your program consultant and advise how many additional goal fields you will need. They will be able to add the fields and return the form to you for completion and submission with the application.

Utilize FY25 Agency Case Plan to create the goals, objectives and action steps necessary to implement and evaluate the agency's plan.

Juvenile FY25 Agency Case Plan.xlsx

Attach a completed copy of FY25 Agency Case Plan here.

Goals and Objectives.xlsx

Funding Considerations

Complete FY25 Juvenile Funding Considerations to provide the statutorily required funding considerations for your agency.
FY25 Juvenile Funding Considerations.xlsx

Attach a completed copy of FY25 Juvenile Funding Considerations here.
FY25 Juvenile Funding Considerations .xlsx

Agency Fees

Current Fiscal Year Fees

Does your agency currently assess client fees?

- ○ Yes
- ◉ No

Fiscal Year 2025 Fees

Did your agency assess fees in FY24?

- ○ Yes
- ◉ No

Will your agency assess fees in FY25?

- ○ Yes
- ◉ No

Budget Instructions

FAILURE TO ADHERE TO ALL BUDGET INSTRUCTIONS WILL RESULT IN APPLICATIONS BEING RETURNED FOR CORRECTIVE ACTION. THIS MAY DELAY FINAL AWARD DECISIONS, NOTIFICATIONS AND PAYMENTS.

General Information

FY25 Planning Allocations-Juvenile Spreadsheet
FY25 Juvenile Planning Allocations.xlsx

Agencies may only budget for FY25 expenditures that are state funded.

Budgeting for pre-paid future year expenditures is not allowed.

If budgeting for equipment or vehicles, the following figures outline the maximum amount KDOC will grant for the purchase of the specified item. If purchase price exceeds these cost caps, the difference between the cost cap and the purchase price must be paid from a non-KDOC funding source.

- **Desktop Computer (CPU Replacement): $1200.00 (costs for programs (e.g. MS365) and/or accessories (mouse, keyboard, etc.) are not included in this cost cap)**
- **Laptop Computer: $1,500.00**
- **Monitor (22" flat panel): $250.00**
- **Minivan or SUV: $50,081.00**
- **Vehicle (mid-size car): $29,640.00**
- **Vehicle (compact car): $26,350.00**

Required Minimum Budget Allocation

• A minimum budget amount of $500.00 is required of each Administrative County to assist Court Services in the implementation of client incentives, which is one element of Graduated Responses enacted by Senate Bill 367. This is current practice in some JISP and CM programs and is encouraged of all programs.

This item should be budgeted under Category: Client Incentives using the Line-Item Descriptor: Client Incentives - Court Services

Budget Categories and Line Items

Budget Categories:

- **Categories are pre-defined in Amplifund.**
- **No additional categories may be created by the applicant.**

Budget Line Items:

- **Applicants will enter line items, including the line-item descriptor into the budget template in Amplifund.**
- **Applicants are required to utilize the pre-defined line-item descriptors provided in the document attached below (FY25 Juvenile Budget Category and Line-Item Descriptors).**
- **If additional line-item descriptors are needed, agencies may create those when entering their budget. These will be reviewed upon receipt of the application and if questions arise, the applicant will be contacted for clarification.**
- **Applicant must provide comments regarding how cost was determined in the "Narrative" box for each line item entered.**

The attached document provides the Budget Categories, Line Item Descriptors and Glossary. Please review it prior to creating your budget.
FY25 Juvenile Budget Category and Line Item Descriptors.xlsx

Unallowable Costs

Unallowable Costs

Applicants may not budget for the following costs with state grant funds.

- **Entertainment Costs: Costs of entertainment including amusement, diversion, and social activities and any costs directly associated with such costs (i.e. tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).**
- **Independent Audit Costs: KDOC will not pay for the cost of independent audit work. These costs are the responsibility of the local entity.**
- **Lobbying: Grantee may not use KDOC funds for any activities aimed at influencing decisions regarding grants, contracts, cooperative agreements, etc.**
- **Late Fees/Interest Charges: Grantee cannot use KDOC funds to pay late fees, interest charges, or finance charges.**
- **Food Purchases: Food purchases are unallowable for employees unless approved by county policy.**
- **Salary and Wage Costs: Grantee may not fund bonuses or other financial incentives outside of a position's normal salary costs with KDOC grant funds. Grantees must demonstrate salaries for all positions are consistent with similar county-funded positions.**
- **State general funds shall not be used in the purchasing of firearms/weapons, accessories or related trainings for employees or contract staff.**

Payout Funds

Payout Funds Line Item(s):

Costs should only be budgeted for these line items if local policy allows for existence of such a fund. If you wish to budget this as a line item in FY24, you must submit documentation of local policy, approval of the BOCC or Governing Authority and rationale for determining the amount budgeted.

Is your agency budgeting for payout funds?

○ Yes
◉ No

Supplanting

The use of KDOC funds to replace non-KDOC funds appropriated for the same purpose is prohibited. The use of KDOC funds to offset a reduction in non-KDOC funding is acceptable; however, the grantee will be required to supply documentation demonstrating the reduction in non-KDOC funds occurred for reasons other than the receipt, or expected receipt, of KDOC funds. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Sign Here

The individual responsible for creating the budget is the individual who should enter their name below.

By entering my name below, I declare that I have reviewed the budget instructions provided by KDOC and have adhered to these instructions as I developed my budget as part of the application process.

Beth Beavers

Signatory Approval

Utilize FY25 Juvenile Signature Page to obtain the required grant application signatory approvals.

FY25 Juvenile Signature Page.pdf

Attach the signed copy of FY25 Juvenile Signature Page here. Be sure to attach all pages of the form, including the additional signature BOCC signature pages if they are applicable for your agency.

Budget

Proposed Budget Summary

Expense Budget

		Grant Funded	Total Budgeted
Travel			
	Fuel	$8,000.00	$8,000.00
	K-Tag/Tolls	$150.00	$150.00
	Per diem	$6,000.00	$6,000.00
	Subtotal	**$14,150.00**	**$14,150.00**
Equipment			
	Replacement Laptops	$9,000.00	$9,000.00
	Subtotal	**$9,000.00**	**$9,000.00**
Supplies			
	Cognitive Skills Workbooks	$3,000.00	$3,000.00
	Drug Testing Supplies/Drug Screens	$6,500.00	$6,500.00
	Office Supplies	$8,029.97	$8,029.97
	Postage	$3,000.00	$3,000.00
	Printer Cartridges	$14,000.00	$14,000.00
	Subtotal	**$34,529.97**	**$34,529.97**
Agency Operations			
	Rent	$27,600.00	$27,600.00
	Vehicle Insurance	$1,200.00	$1,200.00
	Vehicle Maintenance	$5,000.00	$5,000.00
	Subtotal	**$33,800.00**	**$33,800.00**
Client Services			
	Client Incentives	$8,000.00	$8,000.00
	EMD Services	$10,000.00	$10,000.00
	Hygiene Supplies	$1,500.00	$1,500.00
	Mental Health Evaluations/Treatment	$7,500.00	$7,500.00
	Subsistence	$10,500.00	$10,500.00
	SUD Evaluations/Treatment	$12,000.00	$12,000.00
	Transportation	$6,000.00	$6,000.00
	Subtotal	**$55,500.00**	**$55,500.00**

		Grant Funded	Total Budgeted
Communications			
	Cell Phone	$1,200.00	$1,200.00
	Subtotal	**$1,200.00**	**$1,200.00**
Salary & Benefits			
	Admin Benefits	$53,412.03	$53,412.03
	Admin Salary	$118,388.41	$118,388.41
	Non-Admin Benefits	$219,428.46	$219,428.46
	Non-Admin Salary	$311,732.60	$311,732.60
	Subtotal	**$702,961.50**	**$702,961.50**
Training			
	Fuel	$2,000.00	$2,000.00
	Per Diem	$10,228.73	$10,228.73
	Registration/Tuition	$8,000.00	$8,000.00
	Subtotal	**$20,228.73**	**$20,228.73**
	Total Proposed Cost	**$871,370.20**	**$871,370.20**

Revenue Budget

		Grant Funded	Total Budgeted
Grant Funding			
	Award Requested	$871,370.20	$871,370.20
	Subtotal	**$871,370.20**	**$871,370.20**
	Total Proposed Revenue	**$871,370.20**	**$871,370.20**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Travel

Per diem

Travel per diem for meals and hotel stays.

Fuel

This is fuel for travel to the five outer counties in our judicial district.

K-Tag/Tolls

Toll fees for travel

Equipment

Replacement Laptops

Laptop replacement for computer rotation

Supplies

Printer Cartridges

Printer cartridges for printers. These have become very expensive over the last couple of years.

Office Supplies

Pens, paper, facial tissue, paper clips

Cognitive Skills Workbooks

Purchase workbooks for the youth attending EBP groups

Postage

Postage for mailing to youth and their parents as well as correspondence with other agencies.

Drug Testing Supplies/Drug Screens

Drug testing cups, gloves and drug screens.

Agency Operations

Rent

The county re-evaluated rental space. Rent was $60,000 annually and is now $27,600 annually. Rent is split between CM, ISP, IIP and IAS.

Vehicle Insurance

Vehicle Insurance for four vehicles. These are used by all divisions at Youth Services.

Vehicle Maintenance

The agencies vehicles are aging and in need of more repairs. We are also replacing more windshields due to traveling to the outer counties multiple times a week.

Client Services

Client Incentives

These are typically $5 and $10 gift cards, recreational equipment for youth who are doing well. We will do some

raffles this year for PlayStation/Xbox, air pods, gift cards and bikes. The agency will talk with other agencies to see how they do their raffles. Our IIP program has up to 70 youth on at a time. Some other items include board games, craft items, journals, pens, colored pencils, markers, bowling game certificates, hair tools, sports equipment, etc.

SUD Evaluations/Treatment

SUD evaluations and treatment for youth who cannot afford such services.

Mental Health Evaluations/Treatment

This is for youth who need mental health services who can not afford it.

Subsistence

Prescription medications, food, Clothing and school supplies for youth.

Transportation

Bus tokens, cab fare vouchers, gas cards

EMD Services

EMD monitoring. The courts keep the youth on for extended periods of time.

Hygiene Supplies

Hygiene Supplies for PPC youth

Communications

Cell Phone

Cell phone for on-call and when staff travel to the outer counties.

Salary & Benefits

Admin Salary

This is Admin Salary for the following: Director .33% Deputy Director .50% Business Manager .33% Admin Asst .50%

Admin Benefits

Admin Benefits

Non-Admin Salary

Non-Admin Salary. There is a new FTE for an IIP Officer. The number of youth being placed on has risen significantly in the past couple of years.

Non-Admin Benefits

Non-Admin Benefits

Training

Registration/Tuition

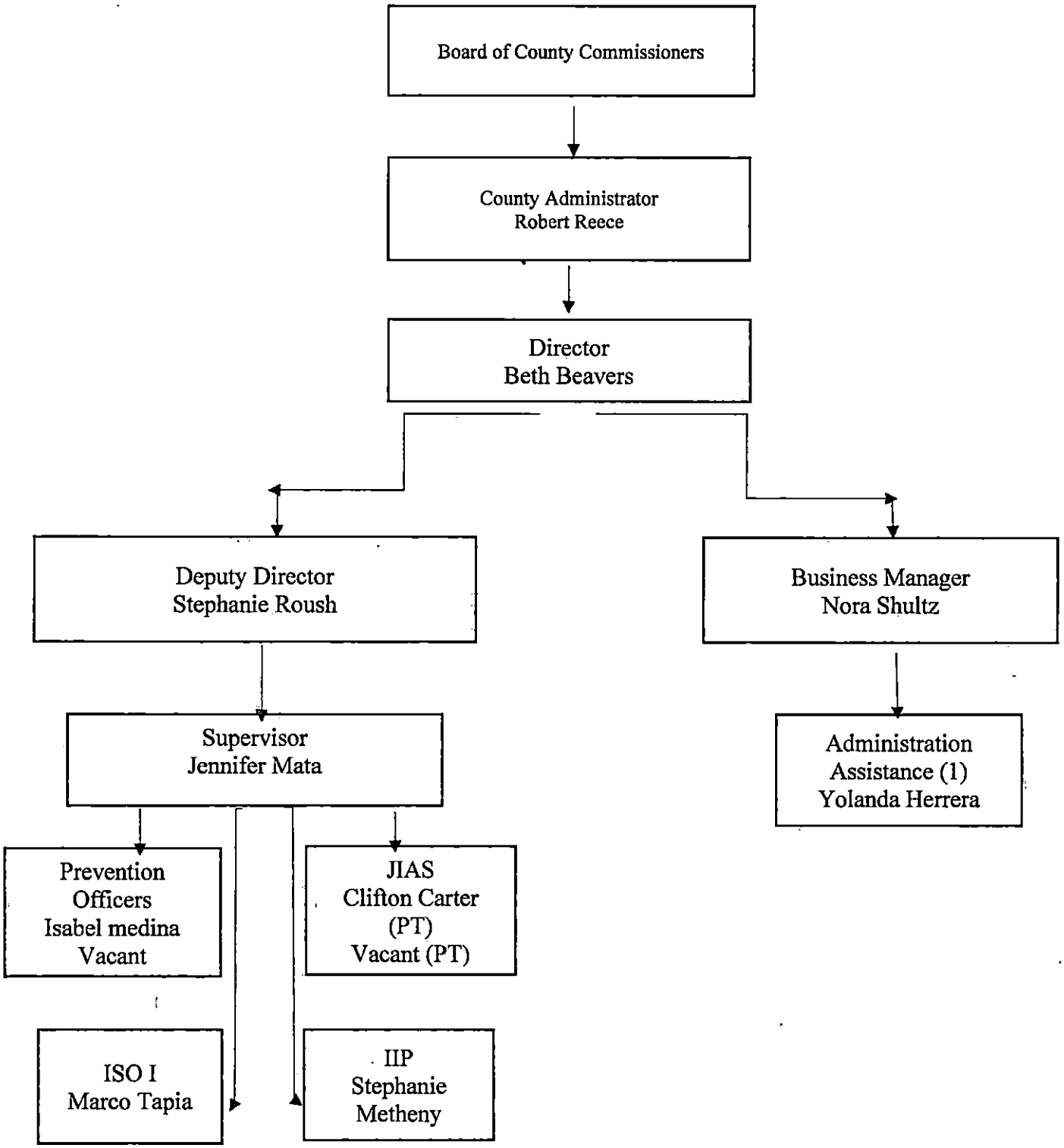
Registration for conferences and dues for classes

Per Diem

Hotel, meals, and incidentals

Fuel

Fuel for trainings.


Board of County Commissioners
County Administrator
Robert Reece
Director
Beth Beavers
Deputy Director
Stephanie Roush
Business Manager
Nora Shultz
Supervisor
Jennifer Mata
Administration
Assistance (1)
Yolanda Herrera
Prevention
Officers
Isabel medina
Vacant
JIAS
Clifton Carter
(PT)
Vacant (PT)
ISO I
Marco Tapia
IIP
Stephanie
Metheny

Governing/Corrections Advisory Board

Instructions:

In the Ethnicity column, enter the most accurate, (e.g., Hispanic (H), Non-Hispanic (N)).

In the Race column, enter the most accurate, (e.g., American Indian or Alaskan Native (I), Asian or Pacific Islander (A), Black (B), White (W)).

Agency: Finney County Juvenile Corrections

		Appointed By	Representing	Gender	Ethnicity	Race
Chairperson Name:	Sheriff Micheal Warren	Finney County Sheriff	Law Enforcement	M	N	W

Membership List

Appointed By	Representing	Member Name	Job Title	Gender	Ethnicity	Race
Garden City Commissioners	General	Lara Blake-Bors	Private Attorney	F	N	W
Finney County Commissioners	Social Services	Dawn Mesa	Therapist	F	N	W
Chief Judge	Judiciary	Craig Aronson	Court Services Director	M	N	W
Finney County Commissioners	Health Care	Deyna Ontiveros	Charge Nurse	F	H	W
Chief Judge	Judiciary	Tim Woods	Juvenile Judge	M	N	W
Garden City Chief of Police	Law Enforcement	Courtney Prewitt	Chief of Police	M	N	W
Scott County Sheriff	Law Enforcement	Jeff Pounds	Scott County Sheriff	M	N	W
Hamilton County Commissioners	General	Mike Lewis	Hamilton County Commissioner	M	N	W
Wichita County Attorney	Prosecution	Laura L. Lewis	Wichita County Attorney	F	N	W
Kearny County Commissioners	Vacant					
Greeley County Commissioners	Vacant					

Program Name	In-House or Contracted Provider	Contracted Provider Name	Program Category	Primary Risk/Need Addressed	Target Population Including Risk Level	Program/Group Composition	Program/Group Schedule	Projected Number of Clients to be Served	Client Fee	Does CC Agency Assist with Fee	Fidelity Measures
Media Awareness	In-House	N/A	Cognitive	Personality/Behaviors Peer Relations	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	20	$0	N/A	Observations and audit sheets
Substance Using Behaviors	In-House	N/A	Cognitive Behavioral	Substance Abuse	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	35	$0	N/A	Observations and audit sheets
Bullying Prevention	In-House	N/A	Cognitive	Personality/Behaviors Peer Relations	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	10	$0	N/A	Observations and audit sheets
Truancy	In-House	N/A	Cognitive	Education Family Circumstance	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	20	$0	N/A	Observations and audit sheets
Handling Difficult Feelings	In-House	N/A	Cognitive Behavioral	Personality/Behaviors Attitude & Orientation	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	35	$0	N/A	Observations and audit sheets
Suicide Prevention	In-House	N/A	Life Skills	Personality/Behaviors Attitude and Orientation Peer Relations Family Circumstances	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	10	$0	N/A	Observations and audit sheets
Theft	In-House	N/A	Cognitive	Attitude & Orientation Family Circumstances Peer Relations	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	20	$0	N/A	Observations and audit sheets
Drug and Alcohol Prevention	In-House	N/A	Life Skills	Substance Abuse Peer Relations Attitude & Orientation Family Circumstances	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	25	$0	N/A	Observations and audit sheets
Vaping	In-House	N/A	Cognitive	Substance Abuse Peer Relations	School, self, assessed, LEO referred Low-High Risk	Closed / Not gender specific	Days/Evenings/ Weekends	20	$0	N/A	Observations and audit sheets

Group CBI Program Outcomes – FY2023

Instructions:

Table I-Closed CBI Groups: use this table to report outcomes for closed CBI groups which **completed** a cycle in FY2023.

Table II- Open CBI Groups: use this table to report outcomes for open CBI groups that **began** a cycle during FY2023.

Program Name: list the name of the cognitive behavioral curriculum/program that was offered.

Provider: list your agency name if the program is facilitated by staff within your agency or the name of the provider if you have contracted with an outside source.

% Successful: use this column to report the number of successful completions during the FY2023 cycle (# Successful / Total Admissions = %).

Table I - Closed CBI Groups

Program Name	Provider	Total Admissions	Number Successful	Number Unsuccessful	% Successful
Vaping Prevention	25th Judicial Youth Services	3	3		100.0%
Drug and Alcohol Prevention	25th Judicial Youth Services	1	1		100.0%
Handling Difficult Feelings	25th Judicial Youth Services	2	2		100.0%
Media Awareness	25th Judicial Youth Services	1	1		100.0%
Substance Using Behaviors	25th Judicial Youth Services	1	1		100.0%
Truancy	25th Judicial Youth Services	1	1		100.0%
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					#DIV/0!
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					#DIV/0!

FY24 Juvenile Comprehensive Plan - IIP Data

Instructions:
Please complete the Pre-file and/or Post-file data fields below based upon which types of cases are supervised by your IIP program.
The Total Number of Cases fields will auto-populate.

Number of PRE-File Cases	[redacted]		Number of PRE-File Cases by Ethnicity		Number of PRE-File Cases by Race			
			Hispanic	Non-Hispanic	American Indian/Alaskan Native	Asian/Pacific Islander	Black	White
157	92	65	117	47	2	2	5	148

Number of POST-File Cases	Number of POST-File Cases by Gender		Number of POST-File Cases by Ethnicity		Number of POST-File Cases by Race			
	Male	Female	Hispanic	Non-Hispanic	American Indian/Alaskan Native	Asian/Pacific Islander	Black	White
13	11	2	12	1	0	0	0	13

Total Number of ALL Cases	Total Number of ALL Cases by Gender		Total Number of ALL Cases by Ethnicity		Total Number of ALL Cases by Race			
	Male	Female	Hispanic	Non-Hispanic	American Indian/Alaskan Native	Asian/Pacific Islander	Black	White
170	103	67	129	48	2	2	5	161

IIP Program

Agency	**25th Judicial District Juvenile Services**
Principle #1	**Measure relevant processes/practices.**
Goal #1	**To hire an additional IIP Officer by October 1st, 2024.**

Barriers	**Supportive Entities**
Over the past year, the county has seen a reduced number of applications coming in.	Finney County Human Resources Director/Deputy Director

Action Steps	**Person Responsible**	**Due Date**
The agency will work with the Finney County HR to post the position.	Director	7/30/2024
The agency will participate in Finney County job fairs.	DD/Supervisor	9/1/2024

Principle #2	**Increase positive reinforcement.**
Goal #2	**By October 1, 2024, the 4-1 positive reinforcement ratio (four positives to every one negative) will be used towards clients to promote positive behavioral change.**

Barriers	**Supportive Entities**
Staff are not using positive reinforcements based on the 4-1 ratio	Supervisor
Staff was giving an incentive only when they completed IIP successfully	Deputy Director

Action Steps	**Person Responsible**	**Due Date**
IIP officer will ask clients what incentives they would like to see and purchase a variety of incentives	IIP Officer	8/1/2024
IIP Officer and Supervisor will discuss the importance of celebrating small achievements throughout the youths program	IIP Officer/Supervisor	9/1/2024
Complete two file audits a quarter to verify compliance with promoting positive behavioral change	Supervisor	6/30/2025

ISP

Agency	**25th Judicial District Juvenile Services**
Principle #1	**Measure relevant processes/practices.**
Goal #1	**Complete and review initial case plan within the first 30 days of client being placed on probation.**

Barriers	Supportive Entities
The case plan review training has not been offered by KDOC for several years.	Director/Deputy Director/Supervisor
ISO/CM's have not had formal training on the case plans in Athena that includes the action steps.	KDOC

Action Steps	Person Responsible	Due Date
Review medium high and high risk domains with the client once assessment is complete throughout	Probation Officer	6/30/2025
Involve the client in developing a case plan based off the medium high and high risk needs throughout the	Probation Officer	6/30/2025
Review case plans with the clients during office visits throughout the probation period	Probation Officer	6/30/2025
Update case plan as required throughout the probation period.	Probation Officer	6/30/2025
Attend a case plan review training offered by KDOC and/or our agency's Program Consultant.	Probation Officer	6/30/2025

Principle #2	**Target interventions.**
Goal #2	**Within 45 days, ISO's will target medium high and high risk offenders through the use of case plans and placement of offenders into programs that will address their high risk needs.**

Barriers	Supportive Entities
Lack of pro-social supports.	Director/Deputy Director/Supervisor
Youth do not attend cog classes on time or not at all	Probation Officer

Action Steps	Person Responsible	Due Date
The YLS/CMI will be completed accurately following KDOC standards and policy	ISOs	Quarterly
Within 30 days of YLS/CMI, ISOs will make a referral into a program based on risk level from the YLS/CMI	ISOs	Quarterly
Offer incentives to youth such as gift cards, etc. to encourage attendance.	ISOs	Quarterly
Provide feedback and any corrective action on any problematic areas	ISOs/Supervisor	Quarterly
Complete two file audits per quarter for each officer to monitor compliance of steps 1-3.	DD/Supervisor	Quarterly
Every quarter, all staff will meet in-person to discuss case plans and progress	All Staff	Quarterly

JIAS

Agency	**25th Judicial District Juvenile Services**
Principle #1	**Engage ongoing support in natural communities.**
Goal #1	**Expand our list of volunteer placements for PPC youth from 8 to 15 by October 1, 2024.**

Barriers	**Supportive Entities**
On most occasions, volunteers on our list decline to help but want to remain listed as a volunteer.	School District
	DCF
	Law Enforcement Agencies

Action Steps	**Person Responsible**	**Due Date**
The agency will reach out to the school administrators to push down volunteer opportunities to all staff.	Supervisor	8/30/2024
The agency will reach out to the school district to sign up for teacher in-service days to speak with staff.	DD/Supervisor	8/1/2024
The agency will reach out to the ministerial alliance for potential volunteers.	DD/Supervisor	End of 1st quarter

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU: Robert Reece
FROM: Beth Beavers
DATE: April 15, 2024
RE: 25th JD Adult Corrections FY25 Comprehensive Plan

DISCUSSION:
Kansas Department of Corrections allocated $583,894.12 for the main grant and $60,124.43 for the Behavioral Health (BH) grant. The department was allocated the same amount for FY23.

The agency is asking for an increase in funding for the BH grant. We are asking for a full time Program Provider. The Program Provider if approved will facilitate educational programs for adult offenders. We are also adding an additional Intensive Supervision Officer if awarded the allocated amount.

The Adult Corrections Advisory Board approved the FY25 Comprehensive Plan and Budget on March 26, 2024. The plan will be presented for approval to Kearny, Scott, Hamilton, Greeley, and Wichita counties throughout the month of April.

ALTERNATIVES:
The BoCC can reject the Plan as presented and ask for revisions. The agency would present revisions.

RECOMMENDATION:
The recommendation is to approve the FY25 Comprehensive Plan and Budget.

ATTACHMENTS:
Description
FY25 Adult Corrections Comprehensive Plan Grant

Kansas
Department of Corrections

25th Judicial District Community Corrections

Prepared by 25th Judicial District Community Corrections
for Kansas Department of Corrections FY2025 Adult Comprehensive Plan Grant - Updated

Primary Contact: BETH A BEAVERS

Opportunity Details

Opportunity Information

Title
FY2025 Adult Comprehensive Plan Grant - Updated

Description
Pursuant to KSA 75-5291 and KSA 75-52,112, the Kansas Department of Corrections is seeking applications for funding the development, implementation, operation, and improvement of community correctional services that address the criminogenic and behavioral health needs of adult felony offenders. Funding obtained under this award will serve to support local community corrections agencies in increasing public safety, reducing the risk of probationers on community corrections supervision, and increasing the percentage of probationers successfully completing community corrections supervision.

Awarding Agency Name
Kansas Department of Corrections

Opportunity Posted Date
1/29/2024

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/a62b5220-f935-4820-a186-090a87b73423

Funding Information

Funding Sources
State

Funding Source Description
Funds for this opportunity are appropriated by the Kansas State Legislature and distributed by the Kansas Department of Corrections.

Funding Restrictions
These funds may not be co-mingled with funds from other state or federal agencies or local funds. Refer to the KDOC Financial Rules, Guidelines and Reporting Instructions for other funding restrictions.

Award Information

Award Period
Ends 06/30/2025

Submission Information

Submission Window
01/29/2024 11:30 AM - 05/01/2024 5:00 PM

Submission Timeline Type
One Time

Submission Timeline Additional Information
No applications will be accepted after the Submission Close Date.

Other Submission Requirements
To facilitate the review process, it is imperative that all funding requests submitted are complete, accurate and include the required signatory approvals. The Board of County Commissioners or Governing Authority for the applicant/administrative county must review and approve the application prior to submission to KDOC.
Incomplete applications will not be considered for funding unless or until all deficiencies have been corrected to KDOC's satisfaction.

Question Submission Information

Question Submission Additional Information
For questions or assistance with the requirements of this funding opportunity, the Community Corrections Program Director should contact their assigned KDOC Regional Contact.

Attachments

Eligibility Information

Eligible Applicants

- County Governments

Additional Eligibility Information
Any county or group of cooperating counties operating a community correctional services program is eligible to apply for Community Corrections Act funding. However, pursuant to KSA 75-5296, no county or group of cooperating counties shall be qualified to receive grant funding unless and until the comprehensive plan for such county or group of cooperating counties is approved by the secretary of corrections. Additionally, in order to remain eligible for Community Corrections Act funding, a county or group of cooperating counties shall substantially comply with the operating standards established by the secretary of corrections.

Award Administration Information

State Award Notices
Award notifications will be made on or before July 1, 2024.

Awards will be based on the criteria specified in KSA 75-52,111 and 75-52,112 and will be awarded to the Board of County Commissioners or Governing Authority for the applicant county. If the applicant is a group of cooperating counties, then funding will be awarded to the administrative county identified in the group of cooperating counties' Inter-local Agreement.

Reporting
Award recipients will be required to complete and submit quarterly financial and outcome reports in accordance with the following timelines:
Q1 (Jul-Aug-Sep) Due on/before: 10/30/2024
Q2 (Oct-Nov-Dec) Due on/before: 01/30/2025
Q3 (Jan-Feb-Mar) Due on/before: 04/30/2025
Q4 (Apr-May-Jun) Due on/before: 07/30/2025

Project Information

Application Information

Application Name
25th Judicial District Community Corrections

Award Requested
$705,378.55

Total Award Budget
$705,378.55

Primary Contact Information

Name
BETH A BEAVERS

Email Address
bbeavers@finneycounty.org

Address
607 W Santa Fe
Garden City, KS 67846

Phone Number
(620) 272-3802

Project Description

Agency Profile - Adult

Agency Leadership

Director Name
Beth Beavers

Director Address Line 1
607 W Santa Fe

Director Address Line 2

Director City
Garden City

Director State
KS

Director Zip Code
67846

Director Phone Number
16202723802

Director Email Address
bbeavers@finneycounty.org

Does agency leadership include an Executive/Administrative Director? This question is not intended to capture information regarding the County Administrator but rather a secondary level of leadership within the agency.
- ○ Yes
- ● No

Which governing authority has direct oversight of the community corrections agency, to include hiring/firing of staff?
- ● Board of County Commissioners (BOCC)
- ○ Governing Board

For multi-county agencies, please provide contact information for the host/administrative county BOCC Chairperson.

BOCC Chairperson Name
Gerry Schultz

BOCC Chairperson Address Line 1
311 N 9th Street

BOCC Chairperson Address Line 2

BOCC Chairperson City
Garden City

BOCC Chairperson State
KS

BOCC Chairperson Zip Code
67846

BOCC Chairperson Phone Number
6202723524

BOCC Chairperson Email Address
bbeavers@finneycounty.org

Agency Locations

Main Office

Main Office Address Line 1
607 W Santa Fe

Main Office Address Line 2

Main Office City
Garden City

Main Office State
KS

Main Office Zip Code
67846

Does your agency operate any satellite offices?
- ○ Yes
- ● No

Does your agency operate a residential center?
- ○ Yes
- ● No

Agency Personnel

Does your agency have more than 25 employees?
- ○ Yes
- ● No

Utilize FY25 Personnel Less than 25 employees to provide employee specific information. This form should include all employees (adult and juvenile) whose wages are paid, (solely or in part) from state grant funds.
FY25 Personnel Less than 25 employees-updated.xlsx

Attach a completed copy of FY25 Personnel Less than 25 employees here.
FY25 Personnel Less than 25 employees-AC.xlsx

Organizational Chart

Attach a copy of your agency's organizational chart. The chart should contain staff names, titles and if duties are split, the % of time spent on each set of duties.
Org Chart - FY25.docx

Example Organizational Chart
FY25 Example Organizational Chart.pdf

Governing/Corrections Advisory Board

Governing/Corrections Advisory Board Chairperson Name
Wade Dixon

Governing/Corrections Advisory Board Chairperson Title
Judge

Governing/Corrections Advisory Board Chairperson Address Line 1
PO Box 516

Governing/Corrections Advisory Board Chairperson Address Line 2

Governing/Corrections Advisory Board Chairperson City
Tribune

Governing/Corrections Advisory Board Chairperson State
KS

Governing/Corrections Advisory Board Chairperson Zip Code
67879

Governing/Corrections Advisory Board Chairperson Email Address
wade.dixon@kscourts.org

Governing/Corrections Advisory Board Chairperson Phone Number
16203764258

Utilize FY25 CAB Members to provide a current list of your agency's Governing/Corrections Advisory Board members.
FY25 CAB Members.xlsx

Attach a completed copy of FY25 CAB Members here.
FY25 ACAB Members.xlsx

Is this a joint board with the Juvenile Corrections Advisory Board?
○ Yes
● No

Host/Administrative County

Does your agency operate as a single or multi-county entity?
○ Single
● Multi-County

Name of the Host/Administrative County
Finney County

Host/Administrative County Financial Officer Contact Information

Host/Administrative County Financial Officer Name
Robert Reece

Host/Administrative County Financial Officer Address Line 1
311 N. 9th Street

Host/Administrative County Financial Officer Address Line 2

Host/Administrative County Financial Officer City
Garden City

Host/Administrative County Financial Officer State
KS

Host/Administrative County Financial Officer Zip Code
67846

Host/Administrative County Financial Officer Phone Number
6202723542

Host/Administrative County Financial Officer Email Address
rreece@finneycounty.org

Non-KDOC Funding Information

Pursuant to KSA 75-52,103, does your agency receive assistance from the county or counties within your judicial district?
○ Yes
● No

Has or will your agency request funding from other sources (e.g., federal grants, private foundations grants, etc.) for FY24?
● Yes
○ No

Describe your agency's projected funding requests. Response should include the source and amount of each request.

We applied for the Alcohol Fund Advisory Committee (AFAC) in the amount of $6,000 for indigent clients to receive Outpatient Substance Abuse treatment at no cost and cover the cost of workbooks for treatment.

Programmatic Changes

Has the agency experienced significant changes, either positive or negative, which have directly impacted your program for FY24 (e.g., new, or discontinued program services, staff turnover, policy, or procedure changes, new or discontinued community services, etc.)?

- ● Yes
- O No

Describe the changes which impacted your program in FY24.

The agency employs two Licensed Addiction Counselors (LAC). We have one counselor that has resigned in February 2024. The other counselor will be retiring in April 2024. Our area has few licensed addiction counselors. We foresee an extended shutdown of our outpatient substance abuse program due to the limited availability of LACs. We are one of only two SB123 providers in our judicial district. With only having one SB123 provider to service all clients in our judicial district, court will see a backlog of sentencings for pre SB123.

The impact to our clients will be significant due to the lack of treatment and services available for them. Clients who have to wait longer than normal for services have an increased risk of reoffending, possible overdose, and returning to the court for revocation of probation due to continued drug and alcohol use and/or other violations.

Were steps taken to address the changes in FY24?

- ● Yes
- O No

Describe the steps taken to address the changes in FY24.

The ISO's will begin facilitating Alcohol Drug Information School (ADIS), while the agency is in the process of hiring new counselors. ADIS is not a clinical form of drug and alcohol treatment. However, it will offer some support, tools and resources to help clients with maintaining sobriety. We will be asking for additional funding on the BH grant for a Program Provider. Our thoughts are to get them certified to facilitate the SAP Program. This will give clients a more higher level of class. This will bridge the gap.

other tx providers don't necessarily like to deal w/ our clients. They don't pay. They don't show up or show up on time or even @ all and treat some the providers

recruiting - Ft. Hays & K State KU

Agency Outcomes

one of our main outcomes

Data and Definitions

Utilize the attached FY23 Adult CC Case Closure Data to answer case closure questions below.
FY23 Adult CC Case Closure Data.xlsx

Definitions

- **Overall successful completion rate includes those cases closed with a termination reason of Successful, Unsuccessful, Death and Not Sentenced to Community Corrections.**
  - **This equals the Overall Success Rate column on the attached FY23 case closure document.**
- **Successful case closures includes only those cases closed with a Successful termination reason.**
  - **This equals the Success Rate column on the attached FY23 case closure document.**
- **Unsuccessful case closures includes only those cases closed with an Unsuccessful termination reason.**
  - **. This equals the Unsuccessful Rate column on the attached FY23 case closure document.**
- **Overall Revocation Rate includes those cases closed with a termination reason of Revoked-New Felony, Revoked-New Misdemeanor and Revoked-Condition Violator.**
  - **This equals the Revocation Rate column on the attached FY23 case closure document.**
- **Contracted cognitive behavioral programming is defined as programming delivered to probationers by a community-based provider through formal agreement (contract or MOU) with the community supervision agency.**

What was your agency's overall successful completion rate in FY23? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).
81.10% ← = 71.7 + 9.4 unsuccessfuls are considered successful

Describe your overall successful completion rate for FY23.
- ● Achieved 75% or higher
- ○ Did not meet 75% but achieved a 3% or higher increase from the previous year's overall success rate
- ○ Did not meet 75% or achieve a 3% increase from the previous year's overall success rate

What was your agency's successful case closures rate in FY23? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).
71.70%

What was your agency's unsuccessful case closures rate in FY23? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).
9.40%

Which case closure rate was higher, successful or unsuccessful?
- ● Successful Case Closure Rate
- ○ Unsuccessful Case Closure Rate

What were the most prominent drivers of unsuccessful case closures in FY23?
The agency's unsuccessful cases were due to clients who picked up new charges that led to a revocation being filed on their case. At the time of court an agreement was made to terminate the probation case unsuccessfully and the focus was moved to the new case and sentence.

The revocations for our agency were approximately split between new felonies and condition violators.

Will you seek to reduce the number of unsuccessful closures in FY25 and if so, describe how. Response should consider the prominent drivers you identified in the previous question.
This agency will not be seeking a reduction in the unsuccessful closures. We have very few closed out as unsuccessful. This is not something that we are going to focus on for the FY25.

What was your agency's overall revocation rate for FY23? Response should be expressed as a percentage. The rate must be entered in decimal format (e.g., 75% is entered as .75).
18.90%

Did the agency offer in-house or contracted GROUP cognitive behavioral programming in FY23? This question does not address INDIVIDUAL CBI programming.
- ○ Yes
- ● No

Agency Plan

Organizational Needs

This section is available to applicants who desire to address critical needs that impact the entire agency. Examples might include plans to relocate office space, a need for additional space to deliver more on-site services or an agency-wide training initiative that would provide a means for staff/caseload specialization.

Does your agency have any organizational needs, excluding staffing levels or wages, that need to be addressed in FY25?
- ○ Yes
- ● No

Supervision

Utilize this section to describe how the agency will address it's target population and any gaps or barriers that have been identified for FY25.

Describe your agency's target population for FY25. The response must include why the target population was selected.

The agency will target level 2 & 3 populations. This have been our main focus in years past. This population can be more amenable to change with the right dosage and intensity of supervision and programming.
This agency doesn't have any data regarding what domains to target on state assessments due to conversion of offender database system. Past data has shown this judicial district has scored high to very high risk in employment, attitudes/orientation and companions. These are the targeted areas we will continue to focus on until new data can be collected.

Does your plan include referrals to community-based services?
- ● Yes
- ○ No

Which of the following risk/need areas can be addressed through referrals to community-based services? (Check all that apply)
- ☒ Education
- ☒ Employment
- ☒ Family/Marital
- ☒ Companions
- ☒ Alcohol/Drug Problems
- ☒ Procriminal Attitude/Orientation
- ☒ Antisocial Pattern

For each risk/need area that can be addressed through community-based referrals, describe the target population including risk level.

For the risk/needs areas including education, employment, family/marital, companions; alcohol/drug problems, pro-criminal attitude/orientation, antisocial pattern, there are several places that a client can be referred to in the community for services. These can include mental health and/or substance abuse counseling, employment services, marital counseling, etc. Again, we want to target those clients that score high to very high risk in the domains. Low risk clients won't be a focus because we don't want to over supervise them do to being self correctors.

The agency is hoping to receive funding for a Program Provider and offer The Change Companies Curriculum. The agency had this position for several years and it did not seem like we were getting the results and referrals into the programs.

The target population for all identified risk/need areas are clients that score high to very high in the domains. We will target some medium risk clients that may need assistance finding/gaining employment or addressing mental health and/or substance abuse concerns. This can depend on the client and the situation that they are dealing with.

Does your plan include referrals to programs facilitated in-house or by contracted providers? If a contracted provider is utilized, a formal agreement (MOU or Contract) must exist between the entities.
- ● Yes
- ○ No

Utilize FY25 Programming to provide program details.
FY25 Programming.xlsx

Attach a completed copy of FY25 Programming here.
FY25 Programming.xlsx

Are you proposing any new programs for FY25?
- ● Yes
- ○ No

Has the program been approved by KDOC?
- ● Yes
- ○ No

Does your plan include individual CBI programming (e.g., EPICS tools, Carey Guides, etc.) ? (Work done one-on-one during office contacts)
- ● Yes
- ○ No

Does your plan include utilization of a behavior response grid?
- ● Yes
- ○ No

Attach a copy of the agency's behavior response grid here.
25thJDCCSanctions-ResponseMethodology.doc

Does your plan include staff trainings, excluding those required by KDOC?
- ○ Yes
- ● No

Does your agency plan to utilize any assessments or screeners beyond those required by KDOC?
- ○ Yes
- ● No

Does the agency plan to utilize any methods/strategies that have not already been identified?
- ○ Yes
- ● No

Behavioral Health Services

Behavioral Health Services Funding - Purpose and Allowable Use of Funds

The Kansas Department of Corrections anticipates the state legislature will allocate $3,000,000.00 to develop or enhance behavioral health services statewide in Fiscal Year 2025. Any community corrections agency is eligible to apply for this funding however, utilization of these funds is limited to the attached list of eligible positions and services.

Review BH Eligible Positions and Services for a list of positions and services which may be applied for under behavioral health services funding.
BH Eligible Positions and Services.pdf

Did your agency receive behavioral health funding in FY24?
● Yes
○ No

Enter the amount of funding received in FY24.
$60,124.43

Is your agency applying for behavioral health services funding in FY25?
● Yes
○ No

What is the total amount of funding being requested for behavioral health services in FY25?
$121,484.43

Is your agency applying for program provider FTE's?
● Yes
○ No

How many program provider FTE's are being applied for?
1.00

How will these program provider FTE's help the agency in achieving its FY25 overall success rate goal?
The agency has a gap in evidence-based programing. The community has treatment programs to deal with mental health, and substance abuse. However, we have a very limited number of programs for clients who need support educationally but not to the level of needing clinical treatment.
The agency had a Program Provider but switched our focus to mental health treatment. These funds have helped many clients obtain treatment they would otherwise not be able to afford. We have found out by refocusing those funds left a hole for our clients needing educational support.

needed life skills

Is your agency applying for peer support specialist FTE's?
○ Yes
● No

Is your agency applying for recovery coach/peer mentor FTE's?
○ Yes
● No

Is your agency applying for recovery specialist FTE's ?
○ Yes
● No

Is the agency applying for care coordinator FTE's?
○ Yes
● No

Is your agency applying for client assistance (voucher) funds?
● Yes
○ No

How will the use of client assistance (voucher) funds help the agency in achieving its FY25 overall success rate goal?
Voucher funds will be used for mental health evaluations and treatment, sex offender evaluations and treatment, psychotropic medications/medication assistance, anger management, BIP, and transitional housing. These funds will also cover any co-pays for the above services.

The amounts below are based off services in our area. These costs are subject to change depending on the agency.

Mental health evaluations and treatment are $160 an hour.
Mental health medication visits (PDI) are $210 a visit.
Sex offender evaluations are $600.
Sex offender treatment is $45 an hour.
Psychotropic medications vary based on medication and provider.
Transitional housing varies.

Clients are typically financially limited due to court fees, restitution, garnishments, unemployment or being underemployed, and dealing with an increase in the cost of living. These voucher funds would allow clients to get services by removing financial barriers. These services are necessary and beneficial to the success of not only their supervision but to assist them in being productive members in the community.

25th Judicial District Community Corrections

Monitoring and Evaluation

Who will be responsible for monitoring and evaluating the implementation, operation, and effectiveness of the agency's FY25 plan?

The Director and Deputy Director will be responsible for monitoring and evaluating effectiveness of the agency FY25 plan. The agency has a collaborative effort between staff and administration.

How often will evaluations of the implementation, operation, and effectiveness of the agency's FY25 plan occur?

The agency will complete file audits on 10% of the active caseload of clients on probation, per quarter. File audits will be completed on all staff files. The review will consist of completing the agency's file audit form. Office visits will be monitored to ensure that the ISO's are utilizing the tools provided by KDOC. They will also be utilized to ensure that office visits are meaningful, impactful, and case plans are the topic of discussion. In addition, the review (Deputy Director and/or supervisor) will ensure that all required documents are in the client's hard files. For example: signed conditions, court documents, treatment information, journal entry of sentencing and any revocation paperwork. The reviewer will utilize the audit sheet to check hard files and Athena information. The review will also look that standards are being met and maintained; including but not limited to, office visits, drug screens, employment verification and intervention verifications. Audits will ensure that EPICS tools are being utilized in the manner they are designed for. The ISO's will help assist with file audits as needed. Any deficiencies discovered during the file audit and/or observation audit will be corrected by the respective ISO and returned to the supervisor for review.

All staff will be required to review the agency's FY25 plan and outcomes. Each department will be aware of the goals, objectives and tasks that they are to be working on for the FY25 year. The agency will continue to track data needed to input into the plan to track progress.

How will the outcome of these evaluations be documented and distributed to stakeholders?

The agency has access to quality assurance and observation forms, provided by KDOC. These forms are for office visits and assessments that are utilized in daily office visits. These outcomes are documented on the forms and discussed with the staff that it coincides with. The Deputy Director and direct supervisor are involved in this process. Information is documented in outcomes and reported to board members during quarterly Advisory Board meetings. The final outcomes are then reported to KDOC as required..

If corrective action is required as a result of those evaluations, please describe the process for ensuring that is it addressed/responded to.

If a corrective action plan is required on any of the above listed review process, these will be noted on the appropriate form. These will be discussed individually with the appropriate staff. A deadline will be given to get the deficiencies corrected by. If there are repeated or substantial deficiencies, additional training and coaching may be required.

Goals and Objectives

Utilize FY25 Adult Agency Case Plan to create the goals, objectives and action steps necessary to implement and evaluate the agency's FY25 plan.
FY25 Adult Agency Case Plan.xlsx

Attach a completed copy of FY25 Adult Agency Case Plan here.
Outcomes.xlsx

Funding Considerations

Complete FY25 Adult Funding Considerations to provide the statutorily required funding considerations for your agency.
FY25 Adult Funding Considerations.xlsx

Attach a copy of the completed FY25 Adult Funding Considerations here.
FY25 Adult Funding Considerations.xlsx

Agency Fees

no Changes in Fees For FY25 -

Current Fiscal Year Fees

Does your agency currently assess client fees?
- ● Yes
- ○ No

Does your agency assess a supervision fee?
- ● Yes
- ○ No

What is the amount of the supervision fee?
$20.00

How often is the supervision fee assessed?
- ○ One Time
- ○ Weekly
- ● Monthly
- ○ Per Court Case
- ○ Other

Does your agency assess a courtesy transfer fee
- ● Yes
- ○ No

What is the amount of the courtesy transfer fee?
$100.00

How often is the courtesy transfer fee assessed?
- ● One Time (any number of cases transferred)
- ○ Per Court Case Transferred
- ○ Other

Does your agency assess a fee for drug screenings?
- ● Yes
- ○ No

What is the amount of the fee for drug screenings?
$10.00

How often is the drug screening fee assessed?
- ○ One Time
- ○ Weekly
- ○ Monthly
- ● Per Screening
- ○ Other

Does your agency assess a fee for drug screening confirmations?
- ● Yes
- ○ No

What is the amount of the fee for drug screening confirmations?
$25.00

How often is the fee assessed for drug screening confirmations?
- ○ One Time
- ○ Weekly
- ○ Monthly
- ○ Per Confirmation
- ● Only if Confirmation Result is Positive
- ○ Other

Does your agency assess a fee for electronic monitoring devices?
- ● Yes
- ○ No

What is the amount of the fee assessed for electronic monitoring devices?
$10.00

How often is the fee for electronic monitoring devices assessed?
- ○ One Time
- ○ Weekly
- ○ Monthly
- ● Other

Since Other was selected as the electronic monitoring device fee frequency, please describe.
They are charged a $50 activation and then $10 a day

Does your agency assess a fee for alcohol monitoring devices?
- ○ Yes
- ● No

Does your agency assess any fees not already identified?
- ○ Yes
- ● No

Fiscal Year 2025 Fees

Did your agency assess fees in FY24?
- ● Yes
- ○ No

Will your agency assess the same fees in FY25?
- ● Yes
- ○ No

Budget Instructions

FAILURE TO ADHERE TO ALL BUDGET INSTRUCTIONS WILL RESULT IN APPLICATIONS BEING RETURNED FOR CORRECTIVE ACTION. THIS MAY DELAY FINAL AWARD DECISIONS, NOTIFICATIONS AND PAYMENTS.

General Information

FY25 Planning Allocations-Adult Spreadsheet
FY25 Adult Planning Allocations.xlsx

Agencies may only budget for FY25 expenditures that are state funded.

Budgeting for pre-paid future year expenditures is not allowed.

If budgeting for equipment or vehicles, the following figures outline the maximum amount KDOC will grant for the purchase of the specified item. If purchase price exceeds these cost caps, the difference between the cost cap and the purchase price must be paid from a non-KDOC funding source.

- **Desktop Computer (CPU Replacement): $1200.00 (costs for programs (e.g. MS365) and/or accessories (mouse, keyboard, etc.) are not included in this cost cap)**
- **Laptop Computer: $1,500.00**
- **Monitor (22" flat panel): $250.00**
- **Minivan or SUV: $50,081.00**
- **Vehicle (mid-size car): $29,640.00**
- **Vehicle (compact car): $26,350.00**

NEED TO UPDATE THE COST CAPS

Budget Categories and Line Items

Budget Categories:

- **Categories are pre-defined in Amplifund.**
- **No additional categories may be created by the applicant.**

Budget Line Items:

- **Applicants will enter line items, including the line item descriptor into the budget template in Amplifund.**
- **Applicants are required to utilize the pre-defined line item descriptors provided in the document attached below (FY25 Adult Budget Category and Line Item Descriptors).**
- **If additional line item descriptors are needed, agencies may create those when entering their budget. These will be reviewed upon receipt of the application and if questions arise, the applicant will be contacted for clarification.**
- **Applicant must provide comments regarding how cost was determined in the "Narrative" box for each line item entered.**

The attached document provides the Budget Categories, Line Item Descriptors and Glossary. Please review it prior to creating your budget.
FY25 Adult Budget Category and Line Item Descriptors.xlsx

Unallowable Costs

Applicants may not budget for the following costs with state grant funds.

- **Entertainment Costs: Costs of entertainment including amusement, diversion, and social activities and any costs directly associated with such costs (i.e. tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities).**
- **Independent Audit Costs: KDOC will not pay for the cost of independent audit work. These costs are the responsibility of the local entity.**
- **Lobbying: Grantee may not use KDOC funds for any activities aimed at influencing decisions regarding grants, contracts, cooperative agreements, etc.**
- **Late Fees/Interest Charges: Grantee cannot use KDOC funds to pay late fees, interest charges, or finance charges.**
- **Food Purchases: Food purchases are unallowable for employees unless approved by county policy.**
- **Salary and Wage Costs: Grantee may not fund bonuses or other financial incentives outside of a position's normal salary costs with KDOC grant funds. Grantees must demonstrate salaries for all positions are consistent with similar county-funded positions.**
- **State general funds shall not be used in the purchasing of firearms/weapons, accessories or related trainings for employees or contract staff.**

Payout Funds

Payout Funds Line Item(s):

Costs should only be budgeted for these line items if local policy allows for existence of such a fund. If you wish to budget this as a line item in FY25, you must submit documentation of local policy, approval of the BOCC or Governing Authority and rationale for determining the amount budgeted.

Is your agency budgeting for payout funds?
○ Yes
● No

Supplanting

The use of KDOC funds to replace non-KDOC funds appropriated for the same purpose is prohibited. The use of KDOC funds to offset a reduction in non-KDOC funding is acceptable; however, the grantee will be required to supply documentation demonstrating the reduction in non-KDOC funds occurred for reasons other than the receipt, or expected receipt, of KDOC funds. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

Sign Here

The individual responsible for creating the budget is the individual who should enter their name below.

By entering my name below, I declare that I have reviewed the budget instructions provided by KDOC and have adhered to these instructions as I developed my budget as part of the application process.
Beth Beavers

Signatory Approval

Utilize FY25 Adult Signature Page to obtain the required grant application signatory approvals.
FY25 Adult Signature Page.pdf

Attach the signed copy of FY25 Adult Signature Page here. Be sure to attach all pages of the form, including the additional signature BOCC signature pages if they are applicable for your agency.

Budget

Proposed Budget Summary

Expense Budget

		Grant Funded	Total Budgeted
Supplies			
	A-BH-Group Supplies	$2,500.00	$2,500.00
	A-BH-Supplies	$1,500.00	$1,500.00
	Subtotal	**$4,000.00**	**$4,000.00**
Agency Operations			
	Rent	$16,449.12	$16,449.12
	Subtotal	**$16,449.12**	**$16,449.12**
Contractual			
	A-BH-Contractual	$40,124.43	$40,124.43
	Subtotal	**$40,124.43**	**$40,124.43**
Salary & Benefits			
	Admin Benefits	$53,427.00	$53,427.00
	Admin Salaries	$119,378.00	$119,378.00
	BH Program Provider Benefits	$27,395.00	$27,395.00
	BH Program Provider Salary	$47,965.00	$47,965.00
	Non-Admin Benefits	$154,783.00	$154,783.00
	Non-Admin Salaries	$239,857.00	$239,857.00
	Subtotal	**$642,805.00**	**$642,805.00**
Training			
	A-BH-Training	$800.00	$800.00
	A-BH-Training Per Diem	$1,200.00	$1,200.00
	Subtotal	**$2,000.00**	**$2,000.00**
	Total Proposed Cost	**$705,378.55**	**$705,378.55**

Revenue Budget

		Grant Funded	Total Budgeted
Grant Funding			
	Award Requested	$705,378.55	$705,378.55
	Subtotal	**$705,378.55**	**$705,378.55**
	Total Proposed Revenue	**$705,378.55**	**$705,378.55**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Supplies

A-BH-Group Supplies

This will purchase Change Companies workbooks for clients. This will provide for free programming.

A-BH-Supplies

This will provide for setting up an office and classroom for the Program Provider. The agency still has the laptop and desk from FY23.

Agency Operations

Rent

Rent is $2150x12= $25,800. The remaining $9,350.88 will be paid out of Carryover Reimbursement.

Contractual

A-BH-Contractual

Voucher funds will be used for mental health evaluations and treatment, sex offender evaluations and treatment, psychotropic medications/medication assistance, anger management, BIP, and

transitional housing. These funds will also cover any co-pays for the above services. The amounts below are based off services in our area. These costs are subject to change depending on the agency. Mental health evaluations and treatment are $160 an hour. Mental health medication visits (PDI) are $210 a visit. Sex offender evaluations are $600. Sex offender treatment is $45 an hour. Psychotropic medications vary based on medication and provider. Transitional housing varies. Clients are typically financially limited due to court fees, restitution, garnishments, unemployment or being underemployed, and dealing with an increase in the cost of living. These voucher funds would allow clients to get services by removing financial barriers. These services are necessary and beneficial to the success of not only their supervision but to assist them in being productive members in the community.

Salary & Benefits

Admin Salaries

This is a percentage of four salaries: Director: .33% Deputy Director: .50% Business Manager: .33% Administrative Assistant: .50% This includes a 20 year longevity for the Director

Admin Benefits

This is a percentage of four staff. Director: .33% Deputy Director: .50% Business Manager: .33% Administrative Assistant: .50% This includes a 20 year longevity for the Director

Non-Admin Salaries

This salaries for 5 ISO's. We have had 4 ISO's for several years. Caseload sizes are increasing, and OV are not as impactful as they should be.

Non-Admin Benefits

This benefits for 5 ISO's. We have had 4 ISO's for several years. Caseload sizes are increasing, and OV are not as impactful as they should be. BCBSKS rates went up drastically for 2025.

BH Program Provider Salary

The is the addition of this position. We had a Program Provider for several years and let that position expire to focus on mental health and substance abuse treatment. We are seeing a need for cognitive programing as well as treatment.

BH Program Provider Benefits

The is the addition of this position. We had a Program Provider for several years and let that position expire to focus on mental health and substance abuse treatment. We are seeing a need for cognitive programing as well as treatment.

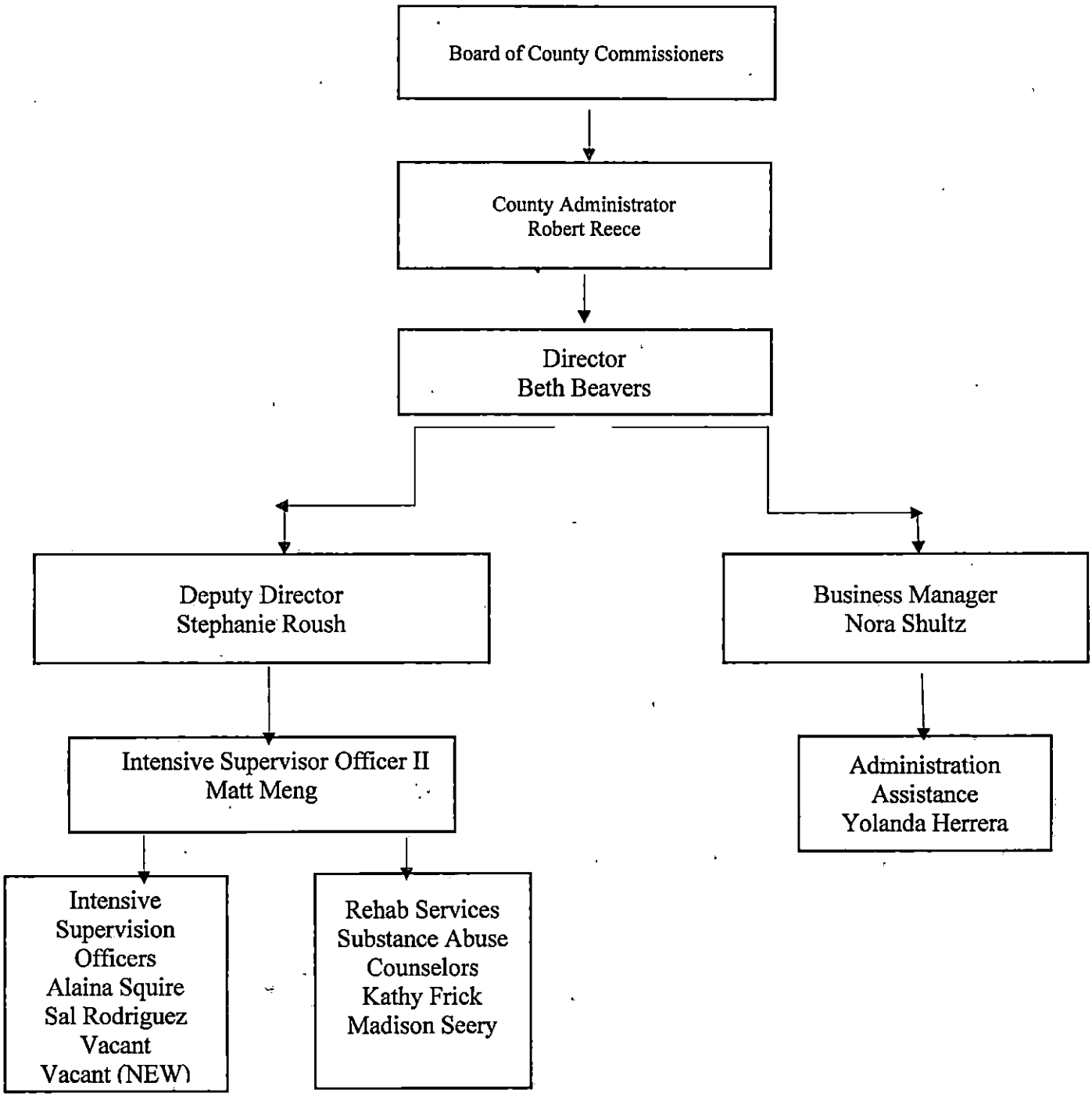
Training

A-BH-Training

This will provide training to get certified in the Change Companies curriculum and SAP certification.

A-BH-Training Per Diem

This will provide hotel, meals and incidentals for SAP training.


Board of County Commissioners
County Administrator
Robert Reece
Director
Beth Beavers
Deputy Director
Stephanie Roush
Business Manager
Nora Shultz
Intensive Supervisor Officer II
Matt Meng
Administration
Assistance
Yolanda Herrera
Intensive
Supervision
Officers
Alaina Squire
Sal Rodriguez
Vacant
Vacant (NEW)
Rehab Services
Substance Abuse
Counselors
Kathy Frick
Madison Seery

Governing/Corrections Advisory Board

Instructions:

In the Ethnicity column, enter the most accurate, (e.g., Hispanic (H), Non-Hispanic (N)).

In the Race column, enter the most accurate, (e.g., American Indian or Alaskan Native (I), Asian or Pacific Islander (A), Black (B), White (W)).

Agency: Finney County Adult Community Corrections

		Appointed By	Representing	Gender	Ethnicity	Race
Chairperson Name:	Magistrate Judge Wade Dixon	Aministrative Judge	Judiciary	M	W	C

Membership List

Appointed By	Representing	Member Name	Job Title	Gender	Ethnicity	Race
Administrative Judge	Judiciary	Craig Aronson	Chief Court Services Officer	M	W	C
Scott County Board of County Commissioners	General	Sara Ramsey	Citizen	F	W	C
Finney County Board of County Commissioners	General	Robert Reece	County Administrator	M	W	C
Finney County Board of County Commissioners	Law Enforcement	Jennifer Rogers	Investigation Captain	F	W	C
Finney County Attorney	Prosecution	Stryder Montgomery	Assistant County Attorney	M	W	C
Garden City Board of City Commissioners	Education	Kimberly Fisher	Behavioral Health Liaison	F	W	C
Wichita County Board of County Commissioners	General	Cole Carpenter	County Commissioner	M	W	C
Kearny County Sheriff	Law Enforcement	Dave Horner	County Sheriff	M	W	C
Garden City Board of City Commissioners	Law Enforcement	Courtney Prewitt	Chief of Police	M	W	C
Garden City Board of City Commissioners	State Parole	Hazel Elliott	Parole Supervisor	F	A	P
Garden City Board of City Commissioners	Public Social Service	Carlos Murillo	Deputy Director	M	H	M

	B	C	D	E	F	G	H	I	J	K	L	M
1	Program Name	In-House or Contracted Provider	Contracted Provider Name	Program Category	Primary Risk/Need Addressed	Target Population Including Risk Level	Program/Group Composition	Program/Group Schedule	Projected Number of Clients to be Served	Client Fee	Does CC Agency Assist with Fee	Fidelity Measures
2	SAP	In-house	N/A	Evidence Based Cognitive Behavioral	Education/Employment, Financial	Medium, High, Very High	Closed, Non gender specific	Days, Evenings, Weekends	50		Can waive for Indigent clients	Observations and Audit Sheets
3	Anger Management	In-house	N/A	Evidence Based Cognitive Behavioral	Emotional Personal, Family/Marital, Attitudes/Orientation	Medium, High, Very High	Closed, Non gender specific	Days, Evenings, Weekends	35		Can waive for Indigent clients	Observations and Audit Sheets
4	Social Values/Responsible Thinking	In-House	N/A	Evidence Based Cognitive Behavioral	Attitudes/Orientation, Companions	Medium, High, Very High	Closed, Non gender specific	Days, Evenings, Weekends	25		Can waive for Indigent clients	Observations and Audit Sheets
5	Self-Control/Substance Use	In-House	N/A	Evidence Based Cognitive Behavioral	Education/Employment, Financial	Medium, High, Very High	Closed, Non gender specific	Days, Evenings, Weekends	25		Can waive for Indigent clients	Observations and Audit Sheets
6	Financial Fitness	In-House	N/A	Evidence Based Cognitive Behavioral	Financial, Education/Employment	Low, Medium, High, Very High	Closed, Non gender specific	Days, Evenings, Weekends	40		Can waive for Indigent clients	Observations and Audit Sheets
7	Employment Group	In-house	N/A	Life Skills	Education/Employment, Financial	Low, Medium, High, Very High	Closed, Non gender specific	Days, Evenings, Weekends	25		Can waive for Indigent clients	Observations and Audit Sheets
8	Alcohol Drug Information School (ADIS)	In-House	N/A	Life Skills	Alcohol/Drug, Attitudes/Orientation	Low, Medium, High, Very High	Closed, Non gender specific	Days, Evenings, Weekends	$75	$150	Can waive for Indigent clients	Observations and Audit Sheets
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

Agency	25th JD Community Corrections
Principle #1	**Target interventions.**
Goal #1	**Within 45 days, ISOs will target higher risk offenders through well-developed case plans and placement of offenders into cognitive-behavioral interventions that will address their specific criminogenic needs.**

Barriers	Supportive Entities
1. Lack of cognitive programs	1. CBI facilitators
2. Lack of pro-social supports	2. Director/Deputy Director
3. Time constraint in concurrence with ISO caseload	3. Supervisor
4. ISO's not targeting high risk domains from the LS/CMI or WRNA	4. KDOC Program Consultant

Action Steps	Person Responsible	Due Date
1. Complete the LS/CMI or WRNA accurately and according to KDOC Program Standards and policy to	ISOs	6/30/2025
2. Within 30 days, ISO will make referral to Cognitive Behavioral Therapy programs/groups according to risk	ISOs	6/30/2025
3. Client will be re-assessed 12 months after initial and/or if client experiences dramatic change.	ISOs	6/30/2025
4. Complete one file audit per quarter for each officer to monitor compliance of steps 1-3.	DD/Supervisor	6/30/2025
5. Provide feedback and corrective action when necessary for any problematic areas.	DD/Supervisor	6/30/2025
6. Every quarter, all staff will meet in-person to discuss quality case plan developments.	All Staff	6/30/2025

Principle #2	**Skill train with directed practice (use cognitive behavioral treatment methods).**
Goal #2	**In FY25, the agency will hire a Program Provider to provide cognitive based programming to address high risk needs.**

Barriers	Supportive Entities
1. Behavioral Health Grant approval	1. ISOs
2. No current programs in-house	2. Program Facilitator
3. Limited programs in the community	

Action Steps	Person Responsible	Due Date
1. Hire a Program Provider	Director/DD/ Supervisor	10/1/2024
2. Train and have Program Provider certified in all programs offered and develop referral procedure for all programs	Program Provider/ Supervisor	12/1/2024
3. Provide training on referral process for programs to all ISOs	Program Provider/ ISOs	12/1/2024
4. Program Provider will provide ongoing client progress to ISOs	Program Provider	6/30/2025

Principle #3	**Measure relevant processes/practices.**
Goal #3	**In FY25 reduce caseload sizes to increase quality of office visits (such as; case plans, EPICS tools, Carey Guides).**

Barriers	Supportive Entities
1. Lack of qualified applicants	Finney County HR
2. Rushed office visits due to backup of clients needing to report	Director/DD
3. Lack of required KDOC trainings available for new staff (lag time in trainings)	KDOC Trainers
	KDOC Program Consultant

Action Steps	Person Responsible	Due Date
1. Recruit and hire qualified ISO	Director/DD/ Supervisor	10/1/2024
2. Train ISO in required KDOC trainings and agency policy and procedure	Supervisor	10/1/2024
3. Review caseloads and redistribute clients	Supervisor	10/1/2024
4. Create office visit checklist to assist ISOs in meaningful and impactful office visits	Supervisor	8/1/2024
5. Complete 1 observation audit form per ISO, every quarter	DD/ Supervisor	6/30/2024

	A	B	C	D	E	F	G	H	I	J
1	JD	Community Corrections Agency	Total Closures	Revoked Closures	Revocation Rate	Successful Closures	Success Rate	Unsuccessful Closures	Unsuccessful Rate	Overall Success Rate
2	01JD-AT	1st Judicial District Community Corrections - Atchison	41	17	41.5%	17	41.5%	7	17.1%	58.5%
3	01JD-LV	1st Judicial District Community Corrections - Leavenworth	104	40	38.5%	45	43.3%	19	18.3%	61.5%
4	02JD	2nd Judicial District Community Corrections	113	11	9.7%	90	79.6%	12	10.6%	90.3%
5	03JD	3rd Judicial District Community Corrections	314	59	18.8%	233	74.2%	22	7.0%	81.2%
6	04JD	4th Judicial District Community Corrections	151	38	25.2%	50	33.1%	63	41.7%	74.8%
7	05JD	5th Judicial District Community Corrections	65	15	23.1%	32	49.2%	18	27.7%	76.9%
8	06JD	6th Judicial District Community Corrections	110	40	36.4%	60	54.5%	10	9.1%	63.6%
9	07JD	7th Judicial District Community Corrections	111	26	23.4%	65	58.6%	20	18.0%	76.6%
10	08JD	8th Judicial District Community Corrections	147	29	19.7%	72	49.0%	46	31.3%	80.3%
11	09JD	9th Judicial District Community Corrections	155	40	25.8%	92	59.4%	23	14.8%	74.2%
12	10JD	10th Judicial District Community Corrections	489	86	17.6%	366	74.8%	37	7.6%	82.4%
13	11JD	11th Judicial District Community Corrections	139	41	29.5%	78	56.1%	20	14.4%	70.5%
14	12JD	12th Judicial District Community Corrections	68	21	30.9%	28	41.2%	19	27.9%	69.1%
15	13JD	13th Judicial District Community Corrections	178	43	24.2%	120	67.4%	15	8.4%	75.8%
16	14JD	14th Judicial District Community Corrections	139	43	30.9%	65	46.8%	31	22.3%	69.1%
17	16JD	16th Judicial District Community Corrections	168	41	24.4%	66	39.3%	61	36.3%	75.6%
18	19JD	18th Judicial District Community Corrections	742	361	48.7%	360	48.5%	21	2.8%	51.3%
19	19JD	19th Judicial District Community Corrections	59	9	15.3%	39	66.1%	11	18.6%	84.7%
20	20JD	20th Judicial District Community Corrections	173	41	23.7%	114	65.9%	18	10.4%	76.3%
21	21JD	21st Judicial District Community Corrections	84	21	25.0%	40	47.6%	23	27.4%	75.0%
22	22JD	22nd Judicial District Community Corrections	61	15	24.6%	45	73.8%	1	1.6%	75.4%
23	23JD	24th Judicial District Community Corrections	50	6	12.0%	24	48.0%	20	40.0%	88.0%
24	25JD	25th Judicial District Community Corrections	127	24	18.9%	91	71.7%	12	9.4%	81.1%
25	26JD	26th Judicial District Community Corrections	123	36	29.3%	76	61.8%	11	8.9%	70.7%
26	27JD	27th Judicial District Community Corrections	237	48	20.3%	170	71.7%	19	8.0%	79.7%
27	28JD	28th Judicial District Community Corrections	199	59	29.6%	130	65.3%	10	5.0%	70.4%
28	29JD	29th Judicial District Community Corrections	334	62	18.6%	135	40.4%	137	41.0%	81.4%
29	30JD-SCK	30th Judicial District Community Corrections - SCK	70	13	18.6%	42	60.0%	15	21.4%	81.4%
30	30JD-SU	30th Judicial District Community Corrections - SU	42	11	26.2%	25	59.5%	6	14.3%	73.8%
31	31JD	31st Judicial District Community Corrections	94	22	23.4%	52	55.3%	20	21.3%	76.6%
32	15,17,23JD	Northwest Kansas Community Corrections	202	44	21.8%	144	71.3%	14	6.9%	78.2%

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Finney County Public Works Department
DATE: April 15, 2024
RE: 2024 CM-A and Chip Sealing Bid

DISCUSSION:
The Board of County Commissioners is asked to consider and approve awarding two bids for the 2024 Chip Sealing Project.

BACKGROUND:
The Public Works Department plans on chip sealing approximately 45 miles of County roads (see attached map) for the 2024 Chip Sealing Project.

On March 5th, 2024, the Public Works Department advertised for two bids as part of the 2024 Chip Sealing Project.

The first bid was opened at 10:00 a.m. on April 8th, 2024, at the Public Works Office for the purchase of CM-A material. Two bids were submitted from Huber Sand and Klotz Sand Co., Inc.

The second bid was opened at 11:00 a.m. on April 8th, 2024, at the Public Works Office for the chip sealing contracted work. One bid was received from B & H Paving, Inc.

Below are the results of the bid openings:

CM-A Bid
1. Huber Sand for $129,200.00 for 7,600 tons of CM-A material to be delivered onsite.
2. Klotz Sand Co., Inc., for $188,752.00 for 7,600 tons of CM-A material to be delivered onsite.

Chip Seal Bid
1. B & H Paving, Inc., for $998,527.50 to chip seal 45 miles of County roads.

ALTERNATIVES:
There are two action items for the Board of County Commissioners to consider.

Action 1:
1. The Board may accept the bid from Huber Sand for $129,200.00 for 7,600 tons of CM-A material.
2. The Board may accept the bid from Klotz Sand Co., Inc., for $188,752.00 for 7,600 tons of CM-A material.
3. The Board may reject all bids.

Action 2:

1. The Board may accept the bid from B & H Paving, Inc., for $998,527.50 and approve the Chairman to sign the contract.
2. The Board may reject the bid.

RECOMMENDATION:

Action Item 1:

Staff recommends Alternative 1, accept the bid from Huber Sand for $129,200.00 for 7,600 tons of CM-A material.

Action Item 2:

Staff recommends Alternative 1, accept the bid from B & H Paving, Inc., for $998,527.50 and approve the Chairman to sign the contract.

FISCAL And/Or POLICY IMPACT:

The fiscal impact is $1,127,727.50 to be paid out of the Public Works budget.

ATTACHMENTS:

Description

Bid Tab Sheet for CM-A Material

Bid Tab Sheet for Chip Seal Bid

Chip Sealing Map

2024 Chip Sealing Contract

FINNEY COUNTY DEPARTMENT
OF PUBLIC WORKS
BID TABULATION SHEET

CM-A Sand-Gravel Bid
April 8, 2024
10:00 a.m.

BIDDER	BID Per Ton	TONNAGE	TOTAL COST	
Huber Sand	$17.00/Ton All Sites	7,600 Tons	$129,200.00	
Klotz Sand	$22.80/Ton Bruno Pit $24.00/Ton Jennie Barker Rd. $24.60/Ton Mansfield Rd. $27.80/Ton Mennonite Rd.	3670 = $83,676.00 510 = $12,240.00 700 = $17,220.00 2720 = $75,616.00	$188,752.00	
J & R Sand Company	No Bid			

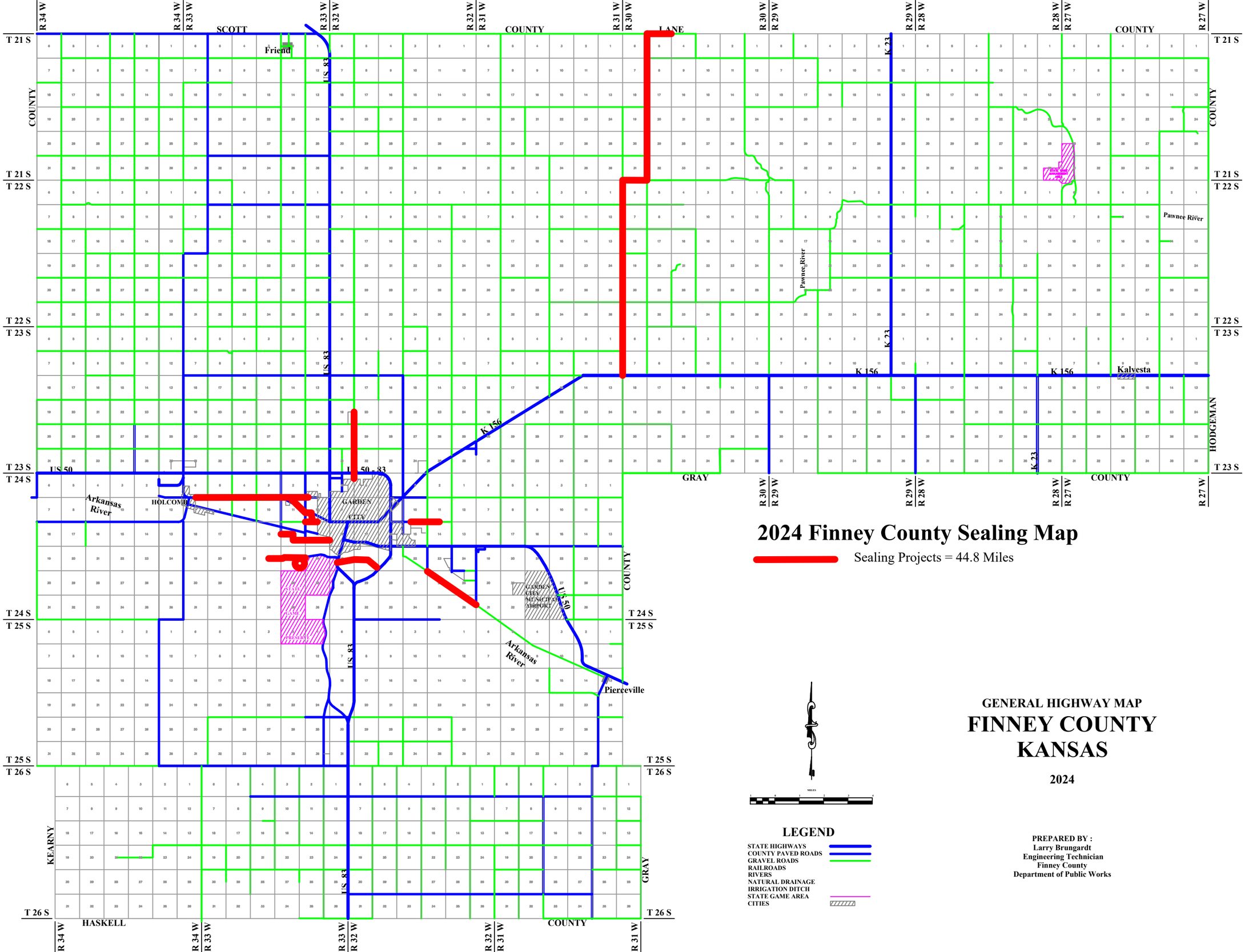
** BID AWARDED

2024 Sealing

Bid Tabulation Sheet

Company	Bid
APAC	No Bid
B & H Paving	$998,527.00
HEFT & SONS	No Bid
A-1 Chip Seal	No Bid
Tri-State Sealing and Striping	No Bid

** BID AWARDED



2024 Finney County Sealing Map

Sealing Projects = 44.8 Miles

GENERAL HIGHWAY MAP

FINNEY COUNTY KANSAS

2024

LEGEND

- STATE HIGHWAYS
- COUNTY PAVED ROADS
- GRAVEL ROADS
- RAILROADS
- RIVERS
- NATURAL DRAINAGE
- IRRIGATION DITCH
- STATE GAME AREA
- CITIES

PREPARED BY :
Larry Brungardt
Engineering Technician
Finney County
Department of Public Works

CONTRACT

THIS AGREEMENT made and entered into this_____ day of _____ **2024**,
by and between The Finney County Board of Commissioners, hereinafter called "OWNER" and
_____
_____hereinafter called "CONTRACTOR".

WITNESSETH:

ARTICLE 1: The CONTRACTOR will commence and complete the project known as
2024 Chip Sealing Project

ARTICLE 2: It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the CONTRACTOR by the COUNTY as set forth in the Proposal, the said CONTRACTOR shall furnish all labor, equipment, accessories and materials (except materials salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the improvement in a good, substantial and workmanlike manner, ready for use, and in strict accordance with the Contract Documents, as set forth below, as approved and filed pursuant to law in the office of the legal representative of the COUNTY.

ARTICLE 3: It is hereby further agreed, that the CONTRACTOR will perform all of the work described in the contract documents and comply with the terms therein for the sum
$ 998,527.50 as accepted by the COUNTY.

ARTICLE 4: It is hereby further agreed, that in consideration of the faithful performance of the work by the CONTRACTOR, the COUNTY shall pay the CONTRACTOR the sum or sums due him at stated intervals and in amounts certified by the Public Works, in accordance with the provisions of the General Conditions and as set forth in the Proposal as accepted by the COUNTY.

ARTICLE 5: It is further agreed, that at the completion of the work and its acceptance by the COUNTY, all sums due the CONTRACTOR by reason of his faithful completion of the work, taking into consideration additions to, or deductions from, the contract price by reason of alterations or modifications of the original Contract Documents by Change Order or Force Account work authorized under the Contract in accordance with the General Documents, will be paid to the CONTRACTOR by the COUNTY within thirty (30) days after said completion and acceptance.

ARTICLE 6: It is hereby further agreed, that the term "CONTRACT DOCUMENTS" means and includes the Notice to Bidders, Information for Bidders, Nondiscrimination Clauses, Special Attachment, Equal Employment Opportunity Clauses, General Conditions of the Specifications, General Provisions, Technical Provisions, Technical Specifications, General Specifications, Special Provisions, Certification of Nonsegregated Facilities, Plans and/or Drawings, Proposal, Contract, Contract and Maintenance Bond, and Statutory Bond, as applicable to the project, and are hereby made part of this agreement as fully as if set out at length herein.

ARTICLE 7: It is hereby further agreed, that the words "he", "him", or "it" wherever used herein as referring to the CONTRACTOR shall be deemed to refer to said CONTRACTOR, whether a person, partnership, or corporation, and that this contract and all covenants and agreements thereof shall be binding and for the benefit of the heirs, executors, administrators, successors and assigns of said CONTRACTOR.

ARTICLE 8: It is hereby further agreed, that the CONTRACTOR will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within the time provided in the Contract Documents, unless the period for such completion is otherwise extended pursuant to the Contract Documents.

ARTICLE 9: It is hereby further agreed, that should the CONTRACTOR fail to complete all work within the time provided, the CONTRACTOR shall be liable to the COUNTY for liquidated damages at the rate as specified in the Contract Documents.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract on the date first above written, in triplicate, each of which shall be considered as the original.

Finney COUNTY, KANSAS	**CONTRACTOR**
_____	_____
Chairman of the County Commission Board	
ATTEST:	ATTEST:
_____	_____
County Clerk	

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Mackenzie Phillips, Development & Administrative Coordinator
DATE: April 15, 2024
RE: 2024 Holcomb Spring Cleanup

DISCUSSION:
The Board of County Commissioners is asked to waive the $2.00 per ton municipal waste fee for the City of Holcomb's 2024 Spring Cleanup.

BACKGROUND:
Finney County Public Works received a request from the City of Holcomb requesting Finney County to assist in the Spring Cleanup program by waiving the $2.00 per ton municipal waste fee. The City of Holcomb's Spring Cleanup will last from April 13th through April 28th, 2024.

Finney County receives $2.00 per ton for municipal waste from the landfill. Waste Connections sends this money to the County on a quarterly basis. We have waived this fee for the City's cleanup in the past.

ALTERNATIVES:
1. The Board of County Commissioners may approve the waiver for Holcomb's 2024 Spring Cleanup.
2. The Board may not approve the waiver for Holcomb's 2024 Spring Cleanup.

RECOMMENDATION:
Staff recommends Alternative 1, approve the waiver for Holcomb's 2024 Spring Cleanup.

FISCAL And/Or POLICY IMPACT:
During the clean-up period, Finney County's cost is $1.00 per ton (state fee) for municipal waste. The normal rate is $49.00 per ton.

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: April 15, 2024
RE: Justice Planners Agreement

DISCUSSION:
In March the board voted to enter into an agreement for services with Justice Planners LLC for the purpose planning for improvements to the LEC and potential new jail.

BACKGROUND:
County staff has review the agreement and it is now ready for the Boards consideration.

ALTERNATIVES:
1. Approve and sign agreement.
2. Reject agreement

RECOMMENDATION:
County Staff recommends approval and signing of the agreement.

FISCAL And/Or POLICY IMPACT:
Cost of the agreement will come out of the LEC reserve fund.

ATTACHMENTS:

Description

Justice Planner agreement

CONTRACTING AGREEMENT
BETWEEN
FINNEY COUNTY, KANSAS
AND
JUSTICE PLANNERS, LLC

THIS CONTRACT entered into this ___ day of April 2024 is between Finney County (hereinafter referred to as the "County") and Justice Planners, LLC. (hereinafter referred to as the "Consultant").

WITNESS THAT:

WHEREAS, the County desires to engage the Consultant to render certain technical and professional services, as specified in Exhibit A, Scope of Work.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1: ENGAGEMENT OF THE CONSULTANT

The County hereby agrees to engage the Consultant and the Consultant agrees to furnish and deliver all services and products herein set forth in Exhibit A and as mutually agreed.

ARTICLE 2: PURPOSE AND SCOPE OF SERVICES

A. The Consultant shall do, perform, and carry out in a satisfactory professional and proper manner as determined and approved by the County the services as specified in Exhibit A.

B. The County may engage the Consultant to perform additional services beyond the Scope of Services. If additional services are requested, the County and Consultant shall agree in writing to the scope of the additional services.

ARTICLE 3: TIME OF PERFORMANCE

A. The term of this contract shall begin upon execution of this contract and shall end upon scope of services being performed, estimated to be on or before October 1, 2024. The contract period may be extended subject to mutual agreement by both parties and documented by a written signed amendment. It is specifically understood that the Consultant will not be liable for schedule delays that may result due to actions or inaction of the County and circumstances beyond the control of the Consultant.

B. If the performance of any part of this Contract by the Consultant is delayed or rendered impossible by reason of pandemic, natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies (a “Force Majeure Event”), the Consultant shall immediately give notice to the County of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the County may, by giving written notice, extend or terminate this Contract.

ARTICLE 4: COMPENSATION

A. The County shall pay the Consultant a fixed professional fee of $79,360, inclusive of fees and travel expenses. Any additional work that may be required outside the scope of services will be negotiated between the County and Consultant.

B. Any additional work that may be requested by the County which is beyond the Scope of Services will be negotiated for and compensation made as a fixed price professional fee.

ARTICLE 5: EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall comply with all the requirements of Title 21, USA, Chapter 5, Subchapter 6, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all Subcontracts.

ARTICLE 6: GENERAL TERMS AND CONDITIONS

A. Any changes, amendments or extensions of this contract, which are mutually agreed upon by the parties hereto, shall be incorporated in written amendments attached to this Contract.

B. Any end product or by-product of professional service accomplished by the Consultant under this Contract shall be and remain the property of the County.

C. This Contract may be terminated, prior to the end of the term specified in Article 3 by either party by giving written notice of such termination, and on such date, compensation under this Contract shall likewise be terminated. Should this Contract be terminated by either party, all finished or unfinished products of professional service, including all notes, working papers, etc., shall be the property of the County, and the Consultant hereby agrees to, within ten (10) days after termination of this Contract, make any such disposition of the property as the County may direct. In the event of termination, the Consultant will be compensated, as called for in Article 4 herein, for costs incurred through and including the date of termination.

D. This Contract and any written amendments hereto shall constitute the sole agreement between the County and Consultant.

E. The Consultant, or employees of the Consultant, its subcontractors, partners or independent contractors or agents shall not be considered employees of Finney County under this agreement.

F. Additional contract provisions and required by Finney County are attached to this contractual agreement as Exhibit B.

ARTICLE 7: INSURANCE AND INDEMNIFICATION

Consultant agrees to defend, indemnify, and hold County, its employees and officials harmless from any claims, demands or actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of Consultant, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by Contractor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

Workers Compensation coverage is not required as the firm does not employ the minimum number of staff to require this type of coverage.

The Consultant shall maintain in force the following policies and minimum amounts of general and comprehensive liability insurance:

General and Comprehensive Liability	$1,000,000 each occurrence $2,000,000 aggregate limit
Professional Liability	$1,000,000 each occurrence $2,000,000 aggregate limit

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Finney County, Kansas
(County)

Signature:_____

Printed Name:_____

Title: _____

Date: _____

Justice Planners, LLC
(Consultant)

Signature:_____

Printed Name: Alan Richardson

Title: President

Date: April 1, 2024

Exhibit A
SCOPE OF WORK

PROJECT UNDERSTANDING AND APPROACH

The purpose of this Jail Needs Assessment and Feasibility Study for Finney County is to ascertain the need for improvements to maximize the efficiency and effectiveness of the criminal justice system, and in turn, to guide a sensible plan regarding the future of the jail facility. Our philosophical approach is that the use of costly bedspace in the jail should be used only when necessary. The risks and needs for each encounter with law enforcement should be assessed to determine the best possible outcome for the individual and the community. The goal of this comprehensive assessment will be to enable the County to make informed decisions on the policies and procedures in all phases of the criminal justice system.

Our approach will be tailored to address your challenges and identify solutions effectively and efficiently. We will involve all agreed upon local criminal justice stakeholders in a policy group-oriented planning process which collaborates to create effective, realistic options.

The best approach to analyzing the Finney County Criminal Justice System is to leverage a 'big data' strategy within the framework of a systems analysis. Sophisticated, customized statistical models will be built to explain and predict the county's justice system.

Our team members have extensive experience in conducting assessments for courts, law enforcement, jails, and criminal justice systems both large and small. We pride ourselves on working with agencies to provide practical data-driven recommendations that are actionable, and not just a report that looks good on your shelf. We also recognize that just because a program or idea works well in one jurisdiction, does not mean it is the right direction for Finney County to take. We will work with you to identify the right solutions for your criminal justice system.

PHASE 1: PRE-KICKOFF PLANNING & LITERATURE REVIEW

Prior to the official kickoff, our team members will review all previous reports, documents, and studies we are able to obtain that are related to the work of the Finney County criminal justice system. During this phase, our team will submit preliminary data requests to various agencies to maximize the efficiency of the activities during Phase 2. In general, we have found that individual-level data are needed to estimate the impact on the projected population, assuming certain alternatives to incarceration and intermediate sanctions are adopted by the courts or corrections. Overall, we anticipate the need to analyze comprehensive data extracts from law enforcement agencies (such as arrest, citation, and manpower data), the Finney County jail (ideally a complete extract of the last 5 years from the jail's information management system), the judiciary (case processing data such as hearing dates and outcomes for every case filed during the past 5 years), and other relevant data (including juvenile detention data).

PHASE 2: KICKOFF & STAKEHOLDER INTERVIEWS

Our team will hold initial discussions with designated Finney County staff and stakeholders who will be involved throughout the study to confirm the County's goals, priorities, and the task schedule. Meetings will also be held with key data collection people. A schedule for the agencies, staff and officials that will need to be interviewed and list of necessary data will also be agreed upon. These interviews will ideally occur in person, but some may need to be conducted remotely due to availability and scheduling conflict. At a minimum, interviews should be conducted with:

- County Sheriff
- Jail Administrator
- County Commissioners
- County Administration
- Local Law Enforcement Agencies
- Judiciary/Court Administration
- County Attorney
- Public Defender
- Finney County Health & Human Services

A crucial task will be to engage with key criminal justice system stakeholders to gain a clear understanding of processes throughout the criminal justice system. Our approach invites every possible perspective to help us develop a knowledge base of how the system should ideally function as well as how the system actually functions. At the same time, we will be collecting publicly available data to inform the project, such as crime rate and arrest statistics, county population data, court data, etc.

PHASE 3: CRIMINAL JUSTICE SYSTEM DATA ANALYSIS

Concurrent with Phase 2, the data analysis work includes follow-up conversations with appropriate contacts within a variety of agencies. Upon receipt and verification of the requested data, we will begin to identify and track the criminal justice system's workflows and prepare a statistically informed narrative of the flow of defendants through the judicial system. If appropriate, we will prepare brief operational descriptions of major judicial events to document current judicial practices. The data analysis will include population, demographics, crime rates, arrest rates, remand rates, lengths of incarceration, case processing timelines, and historic data. The final product of the data analysis will hopefully be a 'start to finish' assessment of all relevant workflows and processes of the criminal justice system. As part of this analysis, we will forensically reconstruct the facility's historical population for each day within the data in order to assess the internal shifts within the overall population. Such shifts may be symptomatic of long-term processes or potential areas for stakeholder attention.

Special attention will be paid to the following factors:

1. Possible system alterations to improve efficiency and effectiveness,
2. Alternatives to incarceration,
3. The impact of information technology practices on the criminal justice system,
4. Potential changes to public policy at the state and federal levels which may affect the Finney County criminal justice system,

5. Juvenile justice, including potential changes to the current policies and procedures regarding juvenile detention,
6. Mental health issues, and
7. Demographic disparities in all phases.

Phase 3 is also the period in which the stakeholder interview information will be aggregated and synthesized. Initial narratives will be constructed which combine the quantitative data and interview data. Where possible, we will leverage the information gained from the personal interviews with each of the major system organizations or agencies, including the Sheriff's Office, Courts, Clerk's offices, the Public Defender's Office (as well as appropriate members of the private bar), the County Attorney's Office, local law enforcement agencies and community service providers. Surveys may be developed as necessary to collect information from individuals who cannot be interviewed.

PHASE 4: EVALUATION OF INCARCERATION ALTERNATIVES

Any evaluation of Finney County's criminal justice system must include an examination of the current utilization of alternatives to incarceration programs. It is essential that issues of crowding not be seen simply as the jail's problem, as virtually every decision-maker in the justice system exercises discretion that can affect the correctional facility's population.

The historical patterns in alternative forms of incarceration, including the use of any specialty courts, will be analyzed in conjunction with the jail assessment. Caseloads will be analyzed for each criminal justice agency or department and of the community-based correctional programs operating in the County, such as pre-trial release, supervised release, probation, specialty court, etc. The objective of this analysis will be to identify the impact these programs have on the need for bedspace in the County Jail. In addition, we will conduct a thorough analysis of juvenile justice, focusing on current levels of detention as it relates to contacts with law enforcement as well as the impact of potential policy changes in the future.

The assessment of long-term space needs depends upon a number of factors, including changes in operational and judicial philosophies (specifically, what changed in the past to create bed space and will those types of changes continue into the future), judicial organization, case processing needs, administrative practices and policies, changing technological applications, and changes in client population/demographics and the demand for services as well as changes in other local government operations, such as law enforcement activities.

Our team will review recent or anticipated legislative changes and trends, previous studies and reports, and other materials related to the operation of each system component, such as annual and statistical reports.

Where applicable, we will review existing performance standards that may exist for the processing of court cases. At each point in the criminal justice system from arrest through sentencing and incarceration there are many decision points (bail hearings, preliminary hearings, arraignments, trial, or plea) where policies and procedures, organizational resources, and information intersect to influence events that in turn impact resource requirements.

PHASE 5: PROJECTION MODEL SCENARIOS

With the qualitative and quantitative analyses largely in place, the research team will next turn to developing a host of time series statistical forecasts of the jail's population as well as the factors that contribute to that population. The forecasts will cover time horizons of 10, 15, and 20-year periods and will be stratified to include key variables of interest (such as classification level, juvenile vs. adult status, gender, special needs populations, etc.). In addition, our time series modeling allows us to develop a host of scenarios. Our base forecasts are always constructed to show what is likely to occur if the status quo is maintained into the future. Additional scenarios will include the impacts of changes to booking numbers and increased/decreased lengths of stay on the time horizon projections.

PHASE 6: FUTURE SPACE NEEDS

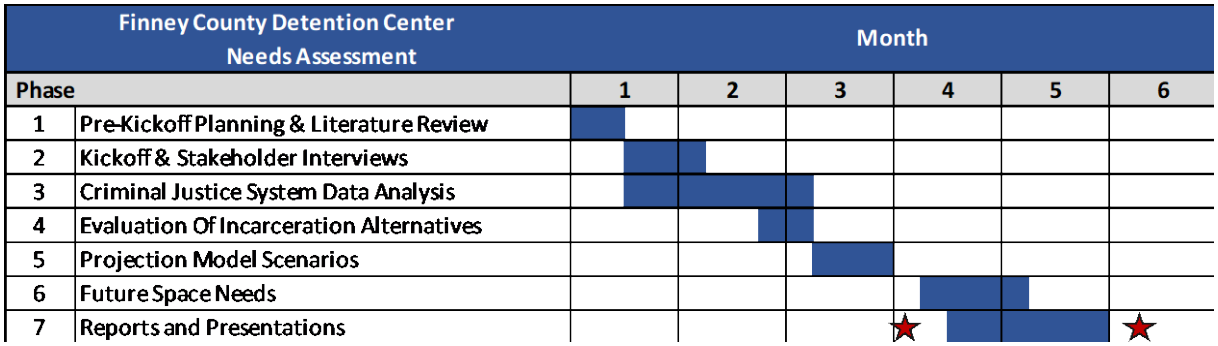
Using the information gathered, incorporating the projection model scenarios, recommendations will be made for various alternatives for the physical plant and the future operations of the jail. These alternatives will include high-level space needs, inmate housing summaries, and staffing estimates for each alternative in 10-, 15-, and 20-year time periods.

PHASE 7: REPORTS AND PRESENTATIONS

While interim deliverables will be provided throughout the study, a draft report for the needs assessment and feasibility study will be delivered in a single document suitable for review and acceptance. Our team and Finney County will conduct a meeting with involved leaders and staff to review the entire document. Upon completion of the review, we will make any agreed upon changes and prepare a final report document. Any formal final presentations that the County may request will also be coordinated as necessary.

PRELIMINARY SCHEDULE & TIMELINE

Through our experience in the public sector, we have developed a firm understanding of the sequencing of the investigation and the required time for building occupant input and ownership and believe that successful schedule planning and management is achieved only through whole-hearted partnering of the entire project team. Below is a work plan which identifies the critical path needed to achieve the targeted deadline. The flow chart demonstrates that it is critical to develop the space projections while considering current trends; evaluate existing buildings' capacities while establishing a strategic plan; and develop options while constantly monitoring impacts.



FEE SCHEDULE

The table below shows the total proposed fee by task along with reimbursable expenses.

Finney County Detention Center Needs Assessment		
	Task	Total
1	Pre-Kickoff Planning & Literature Review	$6,400
2	Kickoff & Stakeholder Interviews	$9,600
3	Criminal Justice System Data Analysis	$14,800
4	Evaluation Of Incarceration Alternatives	$9,600
5	Projection Model Scenarios	$11,200
6	Future Space Needs	$6,400
7	Reports and Presentations	$12,000
	Total Fee:	$70,000
	Total Reimbursables:	$ 9,360
	Total Project Cost:	$ 79,360

Reimbursable costs assume two onsite visits. The first will be to kick off the project, and the second will be for a final presentation.

Exhibit B

CONTRACTUAL PROVISIONS ATTACHMENT
FINNEY COUNTY, KANSAS

This form contains additional contract provisions and must be attached to or incorporated in all copies of any contractual agreement involving Finney County.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall be in the District Court of Finney County, Kansas, or in the United States District Court for the District of Kansas in Wichita, Kansas.

3. **Kansas Cash Basis Law**: This Contract is governed by the Kansas Cash Basis Law, K.S.A. 10-1101, *et seq*. Notwithstanding any other provision of the contract, Finney County shall have the right to unilaterally terminate the contract at any time without further liability if, in the sole judgment of the Board of County Commissioners of Finney County, Kansas, sufficient funds are not appropriated to continue the functions performed in the Contract and for the payment of the charges thereunder. Finney County shall give reasonable notice of such termination, and shall be required to pay to the contractor all regular contractual payments incurred through the date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require Finney County to hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the County; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the County. Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the County or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, Finney County and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: Finney County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: Finney County shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the County to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece
DATE: April 15, 2024
RE: Neighborhood development contract

DISCUSSION:
The Board of County Commissioners has been asked by the City to consider the attached consulting agreement.

ALTERNATIVES:
Accept the attached consulting agreement by the City.

Reject the attached consulting agreement by the City.

RECOMMENDATION:
Subject to discussion by the Board.

ATTACHMENTS:
Description
Consulting Agreement

GARDEN CITY
KANSAS

April 3, 2024

Gerald O. Schultz, Chairman
Finney County Board of Commissioners
311 N. Ninth Street
Garden City, Kansas 67846

Chairman Schultz,

At our April 2, 2024 regular meeting the City Commission reviewed and considered options regarding the state of negotiations with Finney County concerning delivery of services to the County by the Neighborhood & Development Services Department. Please find attached a copy of that agenda item cover page and support material.

The City Commission did not take a vote. The Commission, instead, asked me to send you this letter requesting the County Commission consider the agreement we passed at our February 6, 2024 regular meeting. This agreement was forwarded on to Finney County for consideration and we believe it not to be a City proposal, but rather the product of the direction provided by our two boards in the summer of 2023 and subsequently crafted by a working group comprised of City staff, County staff, City legal counsel, and County legal counsel.

If the County Commission elects to reject that agreement, in the historic spirit of cooperation between the City of Garden City and Finney County we are willing to meet again to better understand the County Commission's change in position from last year. If there is a possibility of finding common ground on another alternative which doesn't negatively impact customer service, we are open to that discussion. Our primary goal is providing responsive customer service that consistently applies the adopted codes of the jurisdictions we serve. Our secondary goal is to try and avoid Garden Citians paying for two agencies doing the same thing. Ultimately, we have to accept that our secondary goal is largely at the political will of the Finney County Board of Commissioners and if after two years of discussions that is what you feel is best for serving development in Finney County, we will respect your decision.

I look forward to listening to the County Commission's deliberation of the agreement we approved on February 6, 2024, at your next meeting.

Respectfully submitted,

Manuel F. Ortiz, Mayor

Cc: Garden City Commissioners
Robert Reece, Finney County Administrator
Matt Allen, City Manager

Manuel F. Ortiz
Mayor

Roy Cessna
Commissioner

Bryce Landgraf
Commissioner

Tom Nguyen
Commissioner

Troy R. Unruh
Commissioner

Matthew C. Allen
City Manager

City Administrative Center
301 N. 8th
P.O. Box 998
Garden City, KS 67846

620-276-1160

www.garden-city.org

GARDEN CITY
— KANSAS —

MEMORANDUM

TO: City Commission
THRU: Matthew C. Allen, City Manager
FROM: Danielle B. Burke, Assistant City Manager
DATE: April 2, 2024
RE: Neighborhood & Development Services Interlocal Agreement Options for Consideration

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ISSUE:
The Governing Body is asked to provide direction on how to proceed with the interlocal agreement for joint Neighborhood & Development Services.

BACKGROUND:
City and County staff have been meeting regarding Neighborhood & Development Services since June of 2022. Beginning in November of 2022, those discussions started to more narrowly focus on process improvements and changes to the existing Neighborhood & Development Services Interlocal Agreement that was last updated in 2015.

Over the past 22 months, there have been approximately 14 meetings between City and County staff to negotiate options for how to proceed with service delivery of planning, zoning, code enforcement, and inspections to Garden City and Finney County residents. There have also been a number of updates to both Governing Bodies during this time.

Since the beginning of these discussions there have been some key variables driving the negotiations. First and foremost, there is a desire by both agencies to keep strong working relationships across the organizations. The County has expressed an interest to have a larger role in making, to both the Planning Commission and Board of County Commissioners, recommendations related to projects that occur in unincorporated Finney County. The City has expressed an interest in clearly identifying roles and responsibilities so that expectations can be clearly communicated to customers and there isn't a duplication of efforts.

Over the 22 months, there have been a number of topics addressed. Both City and County staff are requesting direction regarding how to proceed. There are 4 options for each Governing Body to consider regarding how to move forward with Neighborhood & Development Services.

Option 1:
The first option would keep the existing agreement with modifications related to sanitary sewer inspections, update reference to the current building code, clarify reporting requirements, and add clarifications regarding the code enforcement process.

Option 2:
The second option would be to proceed with the consultant-type agreement that has been drafted and already presented and approved by the City Commission at their February 6, 2024 meeting.

This option would maintain a joint Planning Commission and the City would serve as the staff liaison. Additionally, the City would continue to complete all building inspections.

Option 3:
The third option would be to direct staff to draft an agreement that would move all planning and zoning responsibilities for projects in unincorporated Finney County to County staff. The only exceptions would be for building code reviews (which would still be completed by the City's Chief Building Official) and fire code reviews (which would still be completed by the City's Fire Marshal).

This option would maintain a joint Planning Commission and the City would serve as the staff liaison. Additionally, the City would continue to provide initial review of code enforcement complaints as well as complete all building inspections.

Option 4:
The fourth option would be to terminate the agreement and the City and County would be responsible for providing all planning, zoning, code enforcement, and inspection services for their respective jurisdictions.

There would need to be subsequent discussions about the joint Planning Commission and whether any additional action would be required to keep that as a joint operation or if there is a desire to have separate bodies for that as well.

Option 5:
On Monday, March 25, the Board of County Commissioners received an update regarding the ongoing discussions between the City and County for Neighborhood & Development Services. As a follow-up, on Thursday, March 28, County staff reached out requesting a meeting with both City and County staff along with two commissioner's from each governing body. If the City Commission has a desire to have a meeting with County staff and elected personnel outside of a public meeting, staff would request the Governing Body identify which two members they would like to attend so a meeting date can be identified.

Additionally, in that communication County staff recalled that the County had drafted, and presented to the Board of County Commissioners, at a June 19, 2023 regular meeting, an agreement for the City's consideration. That agreement was subsequently presented to the City Commission at a Pre-Meeting Workshop on August 15, 2023. The County was invited to attend that Pre-Meeting Workshop and was represented by County Counselor, Kara Schartz. During that meeting, the City Commission indicated they were not in support of moving that agreement forward. This agreement is also included as an attachment for reference.

ALTERNATIVES:

1. The Governing Body may direct staff to proceed with Option 1, keep the existing agreement with modifications related to sanitary sewer inspections, update reference to the current building code, clarify reporting requirements, and add clarifications regarding the code enforcement process.
2. The Governing Body may direct staff to proceed with Option 2, adopt the consultant-type agreement.
3. The Governing Body may direct staff to proceed with Option 3, to draft a new agreement that reflects the County taking over all planning and zoning functions in unincorporated Finney

County.

4. The Governing Body may direct staff to proceed with Option 4, provide the appropriate notice to terminate the existing agreement and identify next steps related to the Planning Commission.
5. The Governing Body may direct staff to proceed with Option 5, identify two City Commissioners to sit in on a follow-up meeting to discuss next steps for joint Neighborhood & Development Services.
6. The Governing Body may provide alternative direction.

RECOMMENDATION:

Staff requests the Governing Body identify preferred, acceptable, and unacceptable paths they wish to pursue so as to more effectively and efficiently bring a conclusion to work that began in June 2022.

FISCAL NOTE:

The fiscal impact will depend on which option is selected.

ATTACHMENTS:

Existing Interlocal Agreement
Consultant-Type Agreement
County Proposed Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GARDEN CITY, KANSAS
AND THE COUNTY OF FINNEY, KANSAS

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into this 15th day of December, 2015, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

WHEREAS, it is the desire of CITY and COUNTY to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

WHEREAS, CITY and COUNTY have expressed a desire to consolidate resources and services to provide for uniformity in building codes and building code inspection and enforcement, and public nuisance abatement in CITY and COUNTY; and

WHEREAS, CITY and COUNTY previously entered into agreements, dated April 26, 1994, June 19, 1995, June 22, 1999, October 2, 2001, September 14, 2004, May 15, 2006, July 12, 2006, July 23, 2007, June 16, 2008, February 15, 2011, and September 2, 2014, for such purposes, and the latest edition of the agreement now needs to be amended.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **DEFINITIONS.** The following definitions shall apply to this Agreement

   Building Codes: Any and all codes incorporating by reference the 2009 Editions of the following: International Building Code, International Residential Code, International Existing Building Code, ICC Performance Code for Buildings and Facilities, ICC Electrical Code- Administrative Provisions, International Plumbing Code, International Mechanical Code, and the International Fuel Gas Code, as they may be amended from time to time by CITY.

   Inoperable Vehicle: As defined in COUNTY Resolution No. 25-2010.

   Public Nuisance: As defined in COUNTY Resolution No. 25-2010.

2. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908 *et seq.*, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.

3. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

4. **DURATION.** This Agreement shall be for a term of one (1) year beginning January 1, 2016, and ending December 31, 2016. This Agreement shall thereafter automatically

be renewed for one (1) year terms, unless either party gives the other party written notice of intent to terminate on or before July 1st of any annual term.

5. **SEPARATE ENTITY/ADMINISTRATION.** It is not the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the functions of this Agreement. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.

6. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by CITY and/or COUNTY.

7. **TERMINATION.** This Agreement may be terminated by either party, for any reason, at the end of any term, by giving written notice to the other party, on or before July 1st of any annual term.

8. **REVIEW.** The parties agree to review this Agreement in June 2016, and each June thereafter, to determine if any mutually agreed revisions need to be made to the Agreement, including but not limited to any revisions for credits or payments due hereunder.

9. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.

10. **PURPOSE.** The purpose of this Agreement is to provide for the consolidation and coordination of, (a) building code inspection and enforcement of building codes in CITY and COUNTY to include the functions of planning, zoning, and subdivision regulation as specified herein, (b) public nuisance complaint investigation and abatement, and (c) the other specifically designated codes, regulations, or functions set forth below. The specific responsibilities of each of the parties shall be as follows:

    a. CITY shall assume all responsibility for building code inspection and enforcement in CITY and COUNTY. CITY shall issue all licenses, permits, and collect all applicable fees.

        i. CITY shall also assume all responsibility for building code inspection and enforcement and the issuance of licenses, permits and collections of all applicable fees for all areas of COUNTY, including all residential, commercial, public, and/or industrial facilities not otherwise exempt under paragraph 11 of this Agreement.

b. All fees paid for licenses, permits, or any other assessments, shall be the sole property of CITY. On a case by case basis, COUNTY may waive applicable fees in COUNTY for mileage, zoning fees, building permits, subdivision fees, penalty fees and additional or recall inspections, up to eighty percent (80%) of the fee value. COUNTY shall reimburse CITY for all waived fees.

c. All personnel involved in building code inspection and enforcement shall be employees of CITY, under the exclusive direction and control of CITY.

d. CITY shall administer and enforce the Floodplain Regulations within COUNTY, with assistance provided by COUNTY, as set forth in this Agreement.

e. CITY shall administer and enforce the Environmental Code of COUNTY, including new septic tank and system inspection. CITY is authorized to contract with a third party for the services to be provided in this paragraph. Should CITY be unable to contract for these services, CITY and COUNTY shall renegotiate the enforcement of the Environmental Code with COUNTY.

f. CITY, through its Code Compliance Officer (Compliance Officer) is designated by COUNTY, and is authorized to act as Compliance Officer, as provided by COUNTY Resolution No. 25-2010 (Resolution No. 25-2010). At the request of COUNTY, Compliance Officer shall investigate and verify public nuisances, as defined by Resolution No. 25-2010. COUNTY will provide, legal advice, and timely prosecution for implementation of Resolution No. 25-2010. It is the intent of the parties that the Compliance Officer employed by CITY shall be involved in implementation of Resolution No. 25-2010. Hearing, abatement, appeal, assessment, and prosecution proceedings and provisions of Resolution No. 25-2010 shall be the exclusive responsibility of COUNTY, although CITY agrees that its Compliance Officer shall participate at the same level of input and cooperation as the employee does for CITY Code of Ordinances enforcement. The provisions of this subparagraph (f) shall be reviewed annually. COUNTY agrees to review the need for additional staff and fiscal support to the administration of COUNTY Resolution No. 18-2005 should time, expense, utilization of existing personnel and new workload warrant.

g. CITY shall provide staff support to the Finney County Board of Zoning Appeals.

h. CITY shall continue to update and revise the field survey of all areas of the COUNTY to determine proper land use of public and private real property in accordance with all controlling land use and zoning plans, rules, and regulations. The field survey by CITY shall be performed on a continual basis.

i. CITY shall timely enforce all applicable building codes and respond in a timely manner to all complaints and alleged violations of building codes. CITY agrees that building codes shall be equally enforced throughout the inspection area.

j. CITY agrees to allow COUNTY to appoint a representative to the Building Safety Board of Appeals.

k. CITY shall provide COUNTY with periodic reports regarding Code Compliance, Building Inspections and Planning and Zoning.

COUNTY:

aa. COUNTY shall adopt Chapter 18 of the Code of Ordinances of CITY with the exception of Article VII- Television and Radio Antennas and Article XIII – Housing Code.

bb. COUNTY shall take the necessary action to empower and authorize employees of CITY to carry out and enforce Chapter 18 of the Code of Ordinances of CITY, as it exists at the time of approval of this Agreement or as it may be amended from time to time (with exceptions of Article VII – Television and Radio Antennas and Article XIII – Housing Code), COUNTY zoning ordinances and regulations, and COUNTY environmental code, in the COUNTY to the extent of CITY's responsibilities set forth in paragraphs 10(a) and 10(e) above.

cc. COUNTY shall make an annual payment to CITY to cover a portion of the expenses of CITY's Neighborhood & Development Services Department which includes inspections, code compliance, planning and zoning, to cover a portion of services in the following amount:

January 1, 2016 to December 31, 2016 - $185,000.00

Thereafter, each subsequent annual term of this Agreement, the fee shall increase by no more than 5%. The percentage increase is spread over the total annual term of this Agreement, the CITY Neighborhood & Development Services Department budget to cover operational expenses, such as, but not limited to, fuel, insurance, equipment, and office materials for the specified services provided to the COUNTY.

The payment shall also be used to cover the cost associated with operation of the Finney County Board of Zoning Appeals. Payment amounts may be evaluated, annually, as needed based on services rendered.

dd. COUNTY shall take action to abate and/or timely prosecute, through the office of the COUNTY Counselor or COUNTY Attorney, in the District Court of Finney County, Kansas, all complaint violations of Resolution No. 25-2010 and all other controlling codes.

ee. COUNTY shall provide assistance for the COUNTY Assessor and COUNTY Engineer, reference the identification of agricultural structures that may be placed in a

FEMA Flood Hazard Zone Area after the approval of this Agreement. (Such structures are exempt from building permitting as outlined in Paragraph 11.) Upon notification of a potential structure location, CITY shall evaluate whether the identified structure is in a FEMA Flood Hazard Zone Area. The COUNTY Engineer shall provide elevation data on specified structures upon request by CITY.

ff. COUNTY shall allow CITY to connect data processing equipment to COUNTY equipment as to allow CITY access to real property and special assessment records.

gg. COUNTY shall provide to CITY, reproducible base maps for CITY's maintenance and creation of maps for planning and zoning functions within COUNTY. CITY shall maintain and update, as required, reproducible maps relating to the Finney County Comprehensive Plan and the Finney County Zoning Regulations.

11. **EXEMPTIONS FROM BUILDING CODES.** The parties agree that all individuals and entities engaged in agricultural pursuits, on land designated Agricultural by the Finney County Zoning Regulations, in all areas of COUNTY, shall be exempt from application of the building codes to be enforced by CITY, as outlined in the Finney County Zoning Regulations.

12. **LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party of any obligation or responsibility imposed upon a party by law.

13. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or COUNTY for any obligations required under the terms and conditions of this Agreement pursuant to the notice requirements set forth herein.

14. **EFFECTIVE DATE.** This Agreement shall take effect on January 1, 2016, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.

15. **PREVIOUS INTERLOCAL AGREEMENT.** The parties agree that this Agreement shall supersede and replace the previous interlocal agreement of September 2014, which shall be deemed to be terminated by the parties as of the effective date of this Agreement.

16. **GENERAL COVENANTS.**
    a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

i. If to CITY: City Manager
P.O. Box 998
Garden City, Kansas 67846

ii. If to COUNTY: County Administrator
P.O. Box M
Garden City, Kansas 67846

Notice served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.

c. This Agreement may be amended, changed, or modified, only upon the written consent of both parties.

d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.

e. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

By _____
Janet A. Doll, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

COUNTY OF FINNEY, KANSAS

By _____
Duane Drees, Chairman

ATTEST:

Elsa Ulrich

Elsa Ulrich, County Clerk

COUNTY CLERK SEAL FINNEY COUNTY KANSAS

STATE OF KANSAS)
) SS.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the _____ day of December, 2015, before me, a Notary Public in and for the County and State aforesaid, came Janet A. Doll, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

STATE OF KANSAS)
) SS.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the 9th day of December,2015, before me, a Notary Public in and for the County and State aforesaid, came Duane Drees, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seat as of the day and year last above written.

Anita Garcia
Notary Public

My Commission Expires:

NOTARY PUBLIC - State of Kansas
ANITA GARCIA
My Appt. Exp._____

11-3-19

W:\RDG\CITY\AGREEMENTS-INTERLOCAL\Interlocal Inspection\City of GC-FICo Interlocal Agreement 2015 (Final).docx

PLANNING & DEVELOPMENT CONSULTANT AGREEMENT

THIS PLANNING & DEVELOPMENT CONSULTANT AGREEMENT ("Agreement") is made and entered into the _____ day of _____, 2023, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), and the **COUNTY OF FINNEY, KANSAS**, a duly organized Kansas county ("COUNTY"), together collectively referred to as the "Parties".

RECITALS

A. CITY is a city of the first class situated in Finney County, Kansas that maintains a community planning and development services department capable of providing comprehensive planning for neighborhood livability and smart development by working alongside the public to create long-range goals, plans, and strategies to guide the future of Garden City, Kansas and to promote a livable and economically vibrant community.

B. COUNTY is a duly organized county in the State of Kansas that does not maintain a community planning and development services department to serve the unincorporated areas of Finney County, Kansas but provides for such services by entering into a governmental services agreement with CITY.

C. COUNTY and CITY have had an ongoing contractual relationship since 1994 for CITY to provide community planning and development services to the unincorporated areas of Finney County, Kansas, which, pursuant to the most recent of such agreements, authorizes CITY to perform the inspection and enforcement of building codes, the issuance of licenses and permits, the administration and enforcement of floodplain regulations, the administration and enforcement of the environmental code, the necessary support services for the Finney County Board of Zoning Appeals, and the revision of the field survey.

D. In addition thereto, CITY is authorized by County Resolution No. 25-2010 to, through its code compliance officer, investigate and verify public nuisances at the request of COUNTY.

E. The residential, commercial, and industrial development within the corporate limits of Garden City, Kansas and the unincorporated areas of Finney County, Kansas have substantially increased since the last agreement was entered into and have, thereby, increased the demand for community planning and development services.

F. CITY has expanded its capabilities and resources to address the demand by creating a new position of Assistant Director and by hiring additional planners.

G. COUNTY has expanded its capabilities and resources to address the demand by creating a new position of Development & Administrative Coordinator, who can provide limited community planning and development services to the unincorporated areas of Finney County, Kansas.

H. COUNTY desires for CITY to continue to provide community planning and development services to the unincorporated areas of Finney County, Kansas but in a more limited role as a consultant, pursuant to the terms and conditions of this Agreement.

I. CITY is willing to furnish COUNTY with the aforementioned governmental services exchange for compensation and pursuant to the terms and conditions of this Agreement.

J. Continuing to provide a cooperative approach to community planning and development services within the unincorporated areas of Finney County, Kansas is benefit to the governmental functions of CITY and COUNTY and is a benefit to the general public within each respective jurisdiction.

K. The Parties desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the cooperative provision of community planning and development services within the unincorporated areas of Finney County, Kansas.

L. Each individual Party has the authority to contract with any other city or county for the performance of any governmental service, activity, or undertaking so long as each contracting party is authorized by law to perform that particular service, activity, or undertaking.

M. Each individual Party is authorized by law to operate a department to provide community planning and development services within their respective jurisdictions.

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

1. **PURPOSE.** The purpose of this Agreement is to establish the rights and duties of the Parties in relation to the cooperative provision of community planning and development services within the unincorporated areas of Finney County, Kansas. Nothing in this Agreement shall be construed so as to establish a separate governmental entity for the performance of any function. Each and every recital is restated and incorporated by reference as if fully set forth herein.

2. **AUTHORITY.** Nothing in this Agreement shall be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.* This Agreement shall be respectively authorized by the governing body of CITY and COUNTY, as required by K.S.A. 12-2908. Any reference made in this paragraph to a statute, constitutional provision, or ordinance is a reference to the version of the statute, provision, or ordinance that is in effect on the effective date of this Agreement and is a reference to any amendments that may be subsequently made to any such statute, provision, or ordinance. The Parties enter into this Agreement pursuant to the following authorities, to the extent stated immediately thereafter: (a) K.S.A. 12-2908 (applicable to both Parties); (b) Article 12, Section 5 of the Kansas Constitution (applicable to CITY); (c) K.S.A. 12-101 (applicable to CITY); (d) K.S.A. 19-101 (applicable to COUNTY); and (e) K.S.A. 19-101a (applicable to COUNTY).

3. **ADOPTION.** This Agreement has been authorized and approved by each respective governing body of CITY and COUNTY and all necessary actions have been taken by each respective governing body to adopt this Agreement. Specifically, the City Commission of City of Garden City, Kansas has approved this Agreement and has authorized and directed the Mayor and City Clerk to execute this Agreement for and on behalf of CITY. Furthermore, the Board of County Commissioners of Finney County, Kansas ("Board of County Commissioners") has approved this Agreement and has authorized and directed the Chairperson to execute this Agreement for and on behalf of COUNTY.

4. **SCOPE OF SERVICES.** In exchange for the compensation set forth in Paragraph 6, Payment for Services, herein, CITY shall provide community planning and development services to COUNTY as follows, to be collectively referred to herein as "Consulting Services":

(a) **INSPECTIONS.**

i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to inspections that are to be performed by CITY shall be limited to: (A) receiving, processing, and approving or denying any application or formal request for a building permit or certificate of occupancy submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such building permit, certificate of occupancy, or inspection related thereto; and (C) receiving, investigating, and making a recommendation on, and assisting with the

prosecution of any complaint received from the public alleging a violation of any resolution of COUNTY that incorporates by reference the NFPA 70: National Electrical Code, the International Building Code, the International Residential Code for One- and Two-Family Dwellings, the International Existing Building Code, the International Code Council Performance Code for Buildings and Facilities, the International Plumbing Code, the International Mechanical Code, International Fuel Gas Code, the International Property Maintenance Code, the International Swimming Pool and Spa Code, and the International Fire Code, as they may be amended from time to time by CITY, as the same may be omitted, deleted, modified, added, or amended by COUNTY in such resolution ("Building Codes").

ii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any application or request for a building permit or certificate of occupancy set forth in Subparagraph (a)(i)(A) herein, CITY shall make a decision of approval or denial of any such application or formal request within a reasonable time and shall notify the respective application or requesting party of any such decision within a reasonable time thereafter. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in making any such approval or denial and CITY's failure to do so shall not constitute an element of default under this Agreement.

iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (a)(i)(B) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.

iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Building Codes, as set forth in Subparagraph (a)(i)(C) herein, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.

(b) **CODE ENFORCEMENT.**

i. **RESOLUTION NO. 25-2010.** Nothing in this Agreement shall be construed to require CITY to comply with Resolution No. 25-2010, passed and approved by the Board of County Commissioners on November 8, 2010 ("Resolution No. 25-2010").

(c) **CONSULTING REPORT.**

i. **GENERAL; CONTENTS.** Whenever CITY receives any preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A), (d)(i)(B), or (e)(i)(A), CITY shall prepare a written recommendation to COUNTY that shall include, at a minimum, the following information and documents: (i) the relevant

background information; (ii) a copy of any plat, application, or formal request that was submitted; (iii) a copy of any other information or documentation that was submitted; and (iv) a recommendation stating whether the preliminary plat, final plat, application, or written request should be approved or denied ("Consulting Report").

ii. **TIME FRAME.** A Consulting Report shall be submitted by CITY to COUNTY within a reasonable time after: (A) CITY has gathered all necessary information and documentation from the owner, developer, applicant, requesting party, or any other source that enables CITY to make a recommendation of approval or denial of the preliminary plat, final plat, application, or written request; and (B) CITY has had a reasonable time to review the same.

iii. **CONSULTANT STATUS REPORT.** In lieu of any Consulting Report, CITY may submit a status report to COUNTY stating that additional information, documentation, or review is required and any such status report shall state the expected time frame for a recommendation to be made; provided, however, that any such time frame shall not be binding ("Consultant Status Report").

iv. **INDEPENDENT RECOMMENDATION.** The manner and means of making any such recommendation shall not be subject to the supervision, control, or direction of COUNTY and CITY's failure to obtain COUNTY approval prior to submitting any Consulting Report to COUNTY. Any such failure by CITY shall not constitute an element of default under this Agreement.

v. **INDEPENDENT DECISION.** Nothing in this Agreement shall be construed to require COUNTY to accept the recommendation of any Consulting Report and, upon the receipt of such report, COUNTY may accept or reject the recommendation or, in lieu thereof, may submit a request to CITY for additional information or documentation pursuant to Paragraph 4(c)(vi), Request for Further Information, herein.

vi. **REQUEST FOR FURTHER INFORMATION.** In lieu of accepting or rejecting a recommendation made in a Consulting Report, COUNTY may submit a request to CITY for additional information or documentation, but only upon the condition that the request is reasonable after consideration is given to the nature of the underlying plat, application, or request ("Request for Further Information"). CITY shall fulfill any Request for Further Information by obtaining the requested information and documentation and providing the same to COUNTY within a reasonable time.

(d) **PLANNING.**

i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to planning that are to be performed by CITY shall be limited to: (A) receiving, processing, and making a recommendation on any preliminary plat, or final plat submitted by the public pursuant to the Subdivision Regulations of Finney County, Kansas ("Subdivision Regulations"); (B) receiving, processing, and making a recommendation on any application or written request submitted by the public in relation to any variance, exception, or waiver pursuant to the Subdivision Regulations, but excluding any bond; (C) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such preliminary plat, final plat, application, or written request; and (D) receiving, investigating, and making a recommendation on, and assisting with the prosecution of any complaint received from the public alleging a violation of the Subdivision Regulations.

ii. **PLATS, APPLICATIONS, AND WRITTEN REQUESTS.** Upon the receipt of any preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A) or (B), CITY shall gather all necessary information and documentation from the owner, developer, applicant, requesting party, or any other source that enables CITY to make a recommendation of approval or denial of the preliminary plat, final plat, application, or written request. CITY shall thereafter review all information and documentation and shall prepare and submit a Consulting Report or Consultant Status Report to COUNTY, subject to Paragraph 4(c), Consulting Report, herein.

iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (d)(i)(C) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.

iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Subdivision Regulations, as set forth in Subparagraph (d)(i)(D) herein, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.

(e) **ZONING.**

i. **SCOPE OF SERVICES.** The scope of Consulting Services relating to zoning that are to be performed by CITY shall be limited to: (A) receiving, processing, and making a recommendation on any application or written request submitted by the public in relation to any rezoning, conditional use permit, variance, exception, or waiver pursuant to the Zoning Regulations; (B) receiving and responding to customer service inquiries of the public, whether directly received by or forwarded to CITY, in relation to any such application or written request; and (C) receiving, investigating, making a recommendation on, and assisting with the prosecution of any complaint received from the public alleging a violation of the Zoning Regulations of Finney County, Kansas ("Zoning Regulations")

ii. **APPLICATIONS AND WRITTEN REQUESTS.** Upon the receipt of any application or formal request set forth in Subparagraph (e)(i)(A), CITY shall gather all necessary information and documentation from the applicant, requesting party, or any other source that enables CITY to make a recommendation on approval or denial of the application or formal request. CITY shall thereafter review all information and documentation and shall prepare and submit a Consulting Report or Consultant Status Report to COUNTY, subject to Paragraph 4(c), Consulting Report, herein.

iii. **CUSTOMER SERVICE INQUIRIES.** Upon the receipt of any customer service inquiry set forth in Subparagraph (e)(i)(B) herein, CITY shall respond to the inquiring party within a reasonable time. CITY shall not be required to notify or seek the opinion, approval, or consent of COUNTY in responding to such inquiry and CITY's failure to do so shall not constitute an element of default under this Agreement.

iv. **INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION.** Upon the receipt of any complaint alleging a violation of the Zoning Regulations, as set forth in Subparagraph (e)(i)(C) herein, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each alleged violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, subject to Paragraph 4(f), Investigation Report, herein. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d(a), and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.

(f) **INVESTIGATION REPORT.**

i. **GENERAL; CONTENTS.** Whenever CITY receives any complaint alleging a violation of the Building Codes, Subdivisions Regulations, or Zoning Regulations, as set forth in Subparagraphs (a)(i)(C), (d)(i)(D), (e)(i)(C) herein, respectively, CITY shall prepare a written recommendation to the County Counselor of COUNTY that shall include, at a minimum, the following information and documents: (i) the relevant background information; (ii) a copy of any other information or documentation that was submitted or gathered from the complaining party or any other source; and (iii) a recommendation stating whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d(a), and amendments thereto ("Investigation Report").

ii. **TIME FRAME.** An Investigation Report shall be submitted by CITY to the County Counselor of COUNTY within a reasonable time after: (A) CITY has gathered all necessary information and documentation from the complaining party, any third-party witnesses, or any other source that enables CITY to make a recommendation of whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d(a), and amendments thereto; and (B) CITY has had a reasonable time to review the same.

iii. **INVESTIGATION STATUS REPORT.** In lieu of any Investigation Report, CITY may submit a status report to COUNTY stating that additional information, documentation, or review is required and any such status report shall state the expected time frame for a recommendation to be made; provided, however, that any such time frame shall not be binding ("Investigation Status Report").

iv. **INDEPENDENT RECOMMENDATION.** The manner and means of making any such recommendation shall not be subject to the supervision, control, or direction of COUNTY and CITY's failure to obtain COUNTY approval prior to submitting any Investigation Report to COUNTY. Any such failure by CITY shall not constitute an element of default under this Agreement.

v. **INDEPENDENT DECISION.** Nothing in this Agreement shall be construed to require COUNTY to accept the recommendation of any Investigation Report and, upon the receipt of such report, COUNTY may accept or reject the recommendation or, in lieu thereof, may submit a request to CITY for additional information or documentation pursuant to Paragraph 4(f)(vi), Request for Further Information, herein.

vi. **REQUEST FOR FURTHER INFORMATION.** In lieu of accepting or rejecting a recommendation made in an Investigation Report, COUNTY may submit a request to CITY for additional information or documentation, but only upon the condition that the request is reasonable after consideration is given to the nature of each alleged violation of the Building Codes, Subdivision Regulations, or Zoning Regulations ("Request for Further Information"). CITY shall fulfill any Request for Further Information by obtaining the requested information and documentation and providing the same to COUNTY within a reasonable time.

(g) **EXCLUSIONS.**

i. **AMENDMENTS TO REGULATIONS NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to receive or process any request from the public or from COUNTY to amend the Subdivision Regulations or Zoning Regulations; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission"), the Board of Zoning Appeals of Finney County, Kansas ("BZA"), the Board of County Commissioners, or any combination thereof.

ii. **RESOLUTION DRAFTING NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to draft any resolution, variance, exception, waiver, or other record that may be requested by COUNTY in order to document the official action taken in relation to a Consulting Report or in relation to any underlying preliminary plat, final plat, application, or written request set forth in Subparagraphs (d)(i)(A), (d)(i)(B), or (e)(i)(A). Notwithstanding the foregoing, CITY may be required to draft any report, exhibit, or other document required by the County Counselor of COUNTY to assist with any prosecution pursuant to K.S.A. 19-101d(a), and amendments thereto.

iii. **NOTICES NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to send any notice required by law, ordinance, resolution, or regulation to a particular person, group of people, or the public in general, including, but not limited to, any notice by certified mail or by publication.

iv. **PROACTIVE ENFORCEMENT NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the Building Codes, Subdivision Regulations, or Zoning Regulations.

(h) **FEES AND OTHER ASSESSMENTS.** CITY shall be authorized to charge and collect any fees or other assessments for the processing or administration of any license, permit, application, or request, regardless of whether such fee is established by CITY or COUNTY, including, but not limited to, any mileage fees, penalty fees, and inspection

fees. Any such fees and assessments shall be the sole property of CITY. COUNTY may, from time-to-time and on a case-by-case basis, waive a fee or assessment up to eighty percent (80%) of the fee value, but only upon the condition that COUNTY reimburses CITY for such waived amount within a reasonable time after the fee is paid.

(i) **LEGAL INTERPRETATIONS; LEGAL ADVICE.** In the event that CITY requires a legal interpretation of any law, ordinance, resolution, or regulation or any other legal advice in the performance of Consulting Services, CITY may elect to obtain a legal interpretation or other legal advice from the County Counselor of COUNTY, City Attorney of CITY, Assistant City Attorney of CITY, special legal counsel approved by CITY, special legal counsel approved by COUNTY, or any combination thereof. CITY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from its City Attorney, Assistant City Attorney, or special legal counsel approved by CITY. COUNTY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from the County Counselor of COUNTY or from any special legal counsel approved by COUNTY. The failure of CITY to obtain a legal interpretation or other legal advice from any legal counsel or to obtain a legal interpretation or other legal advice from the County Counselor of County or from special legal counsel approved by COUNTY shall not constitute an element of default under this Agreement. COUNTY shall have no obligation to accept the legal opinion of any legal counsel utilized by CITY.

(j) **OPEN RECORDS.** Any information or document that is received or created by CITY in the course of providing Consulting Services, including, but not limited to, emails, shall be maintained and controlled by CITY. Nothing in this Agreement shall be construed to in any way limit, restrict, or prohibit CITY from disclosing any such record to the Planning Commission, the BZA, the Board of County Commissioners, to the respective applicant or requesting party, or to any other party. Likewise, nothing in this Agreement shall be construed to in any way limit or waive any exception to disclosure that CITY may have pursuant to the Kansas Open Records Act, K.S.A. 45-215 et seq. and amendments thereto, or pursuant to any other law.

(k) **NO KEY PERSONNEL.** Nothing in this Agreement shall be construed to require CITY to designate, assign, or use any particular employee, contractor, or agent of CITY to provide Consulting Services.

5. **TERM.** The term of this Agreement shall be for a term of three (3) years, commencing on the 1st day of January, 2024 ("Effective Date") and ending on the 31st day of December, 2026.

6. **PAYMENT FOR SERVICES.** The compensation for Consulting Services that COUNTY shall pay to CITY for each year during the term of this Agreement shall be as set forth and payable as provided for in this paragraph and its subparagraphs. The payment method for any payment made pursuant to this paragraph shall be by a check made payable to the City Clerk of CITY or by any other payment method agreed to in writing by the City Manager of CITY.

(a) **YEAR ONE.** COUNTY shall pay CITY a total of **$247,917.70**, which shall be payable in two (2) payments of $123.958.85, with the first payment to be paid on or before January 15, 2024 and the second payment to be paid on or before July 15, 2024.

(b) **YEAR TWO.** COUNTY shall pay CITY a total of **$260,313.58**, which shall be payable in two (2) payments of $130,156.79, with the first payment to be paid on or before January 15, 2025 and the second payment to be paid on or before July 15, 2025.

(c) **YEAR THREE.** COUNTY shall pay CITY a total of **$273,329.26** which shall be payable in two (2) payments of $136,664.63, with the first payment to be paid on or before January 15, 2025 and the second payment to be paid on or before July 15, 2025.

7. **INDEPENDENT CONTRACTOR.** CITY acknowledges and agrees that any of its employees, contractors, or agents who perform Consulting Services shall be considered as independent contractors of COUNTY and shall not be considered as employees of COUNTY. COUNTY shall not exercise any supervision, control, or direction over the manner or means by which any employee, consultant, or agent of CITY performs Consulting Services.

8. **NO EMPLOYMENT RELATIONSHIP; LABOR COSTS.** CITY acknowledges and agrees that no employment relationship shall exist between COUNTY and any employee, contractor, or agent of CITY who provides Consulting Services, except as may be established by separate agreement between the Parties for a shared employee. CITY shall be solely responsible for the payment of any and all labor costs and labor expenses in relation to any employee, contractor, or agent of CITY who provides Consulting Services or in relation to any other obligation of CITY pursuant to this Agreement. CITY shall maintain workers' compensation insurance, pursuant to the laws of the State of Kansas, for any of its employees who provide Consulting Services. CITY shall be solely responsible for all withholdings required by law and the payment of any taxes and assessments associated therewith for any of its employees who perform Consulting Services.

9. **TERMINATION.** This Agreement shall not be terminated, except in the case of termination due to: (a) nonpayment pursuant to Paragraph 12, Nonpayment, herein; (b) default pursuant to Paragraph 13, Default, herein; (c) termination due to non-appropriation of funds pursuant to Paragraph 14, Non-Appropriation of Funds, herein; (d) unilateral termination by COUNTY, but only upon the condition that COUNTY provides at least sixty (60) days' prior written notice of its intent to terminate to CITY; (e) unilateral termination by CITY, but only upon the condition that CITY provides at least One Hundred Eight (180) days' prior written notice of its intent to terminate to COUNTY; or (f) upon the written consent of both Parties. Any termination pursuant to or referenced by this paragraph shall terminate all rights and obligations between the Parties, except that COUNTY shall be responsible for paying the Pro-Rata Payment and CITY shall be responsible for the Winding Down Activities. Notwithstanding the foregoing, any provisions within the scope of Paragraph 19(i), Survivability, herein shall survive any termination pursuant to or referenced by this paragraph.

10. **PRO-RATA PAYMENT UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 9, Termination, herein, COUNTY shall only be responsible for the payment of Consulting Services rendered by CITY up to date of termination, which shall be calculated on a pro-rata daily basis, and COUNTY shall have no responsibility, duty, or obligation under this Agreement to pay any additional amount to CITY after the date of termination ("Pro-Rata Payment"). COUNTY shall make such payment to CITY within thirty (30) days after the date of termination. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

11. **WINDING DOWN UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 9, Termination, herein, COUNTY shall immediately upon the date of termination assume responsibility of and perform all acts designated as Consulting Services, including, but limited to, the intake and processing of new applications, written requests, and customer service inquiries. In addition thereto, CITY shall work towards transferring any pending matters to COUNTY that relate to the Consulting Services provided prior to the date of termination and shall work towards otherwise winding down any such matters ("Winding Down Activities"). CITY and COUNTY shall cooperate with one another

to ensure an orderly wind down of any such pending matters and to ensure that the public is properly

directed to COUNTY for assistance with or filing any new applications, written requests, or customer service inquiries with minimum disruption to applicants, developers, and other public. CITY shall have no other obligation to continue to provide Consulting Services to COUNTY other than the Winding Down Activities. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

12. **NONPAYMENT.** The failure of COUNTY to pay any fee required to be paid under this Agreement shall be considered a default in the event that any such fee is in arrears and remains unpaid for thirty (30) days after the date it is due; provided, however, that COUNTY's failure to appropriate funds pursuant to Paragraph 14 herein shall not constitute an element of default under this paragraph ("Nonpayment"). Upon any such Nonpayment, CITY may terminate this Agreement thereby terminating the rights and obligations between the Parties; provided, however, that any termination pursuant to this paragraph shall require CITY to give ten (10) days written notice to COUNTY of its intention to terminate due to Nonpayment, at the end of which time this Agreement shall be terminated, unless such default shall have been cured within such ten (10) days. Any such notice shall identify the amount of arrearage and the date on which the payment was originally due. This Agreement shall not limit in any manner the legal rights or remedies CITY may have in the event of such Nonpayment. Any waiver of Nonpayment by CITY shall not be deemed as a continuing waiver and shall not operate to prevent CITY from declaring a default for any succeeding breach, either of the same or other covenant. Should CITY be required to take any legal action to enforce the terms and conditions of this Agreement, whether through litigation or otherwise, COUNTY shall be responsible for all costs and expenses of CITY, including, but not limited to, reasonable attorney fees and court costs.

13. **DEFAULT.** COUNTY may terminate this Agreement in the event that any employee, consultant, or agent of CITY who provides Consulting Services fails to submit any Consulting Report or Investigation Report to COUNTY, but only upon the condition that: (a) CITY has received written notice of default from COUNTY that specifies the particular application or written request requiring such report ("Notice of Default"); (b) CITY thereafter fails to submit the particular report to COUNTY within thirty (30) days after CITY's receipt of the Notice of Default; (c) CITY has received notices of default pursuant to this paragraph on different matters and on different occasions at least twice in the sixty (60) days immediately preceding the date that the Notice of Default was received by CITY; and (d) COUNTY provides CITY with a written notice of termination. CITY may terminate this Agreement in the event that COUNTY or any of its elected officials, employees, officers, directors, agents, or contractors attempts to exercise any supervision, control, or direction over the manner or means by which any employee, consultant, or agent of CITY performs Consulting Services, but only upon the condition that: (a) COUNTY has received written notice of default from CITY that specifies the particular attempt to exercise such supervision, control, or direction ("Notice of Default"); (b) COUNTY thereafter continues to exercise such supervision, control, or direction within thirty (30) days after COUNTY's receipt of the Notice of Default; (c) COUNTY has received notices of default pursuant to this paragraph on different occasions at least twice in the sixty (60) days immediately preceding the date that the Notice of Default was received by COUNTY; and (d) CITY provides COUNTY with a written notice of termination. Any Party declaring a default or terminating pursuant to this paragraph shall have the right to pursue all available remedies allowed by law or equity, subject to any limitations set forth in this Agreement.

14. **NON-APPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated by the respective governing body of CITY or COUNTY for any payment required to be paid under this Agreement or to fund any service to be provided under this Agreement, any such non-appropriating Party may terminate this Agreement in the fiscal year in which funds were last appropriated for such payments; provided, however, that such Party shall notify the other Party if such funds are not going to be available due to non-appropriation and any such notice shall occur at least One Hundred Eighty (180) days prior to the expiration of the Party's fiscal year then in effect. Failure of a Party to appropriate funds for continuation of this Agreement shall not constitute an element of default under this Agreement.

15. FORCE MAJEURE. Any unforeseeable and unavoidable occurrence beyond the reasonable control of a Party that prevents a Party from fully performing its obligations hereunder, including, without

limitation, acts of God, criminal acts, acts of war, explosions, epidemics, pandemics, civil disturbances, labor problems, loss or malfunctions of utilities, loss or malfunction of computer or communication services, or unforeseeable and unavoidable actions by a governmental authority not a party to this Agreement shall relieve the Parties from compliance with this Agreement.

16. **LIMITATION OF LIABILITY.** CITY shall not be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, or in connection with the Consulting Services or any default of this Agreement, regardless of: (a) whether such damages were foreseeable; (b) whether or not CITY was advised of the possibility of such damages; (c) the legal or equitable theory upon which the claim is based, such as contract, tort, or otherwise; and (d) the failure of any agreed or other remedy of its essential purpose. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

17. **INDEMNIFICATION OF THIRD-PARTY CLAIMS.** COUNTY shall indemnify, hold harmless, and defend CITY and any of its elected officials, employees, officers, directors, agents, and contractors from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts which CITY, or any of its elected officials, employees, officers, directors, agents, or contractors, are or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of a third-party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of CITY, or any of its elected officials, employees, officers, directors, agents, or contractors, in relation to the performance of Consulting Services or otherwise in relation to this Agreement, whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

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

If to CITY:

City of Garden City, Kansas
Attn: Matthew Allen, City Manager
P.O. Box 998
Garden City, Kansas 67846
Telephone: (620) 276-1160
Facsimile: (620) 276-1169
Email: matt.allen@gardencityks.us

With a copy to:

Jennifer V. Cunningham, City Attorney
Doering, Grisell & Cunningham, P.A.
124 Grant Avenue
Garden City, Kansas 67846
Telephone: (620) 275-8084
Facsimile: (620) 275-5076
jenniferc@dgcpa.law

If to COUNTY:

County of Finney, Kansas
Attn: Robert Reece, County Administrator

P.O. Box M
Garden City, Kansas 67846
Telephone: (620) 272-3524
Facsimile: (620) 272-3599
rreece@finneycounty.org

With a copy to:

Kara L. Schartz, County Counselor
Hope, Mills, Bolin, Collins & Ramsey, L.L.P.
607 North 7th Street
Garden City, Kansas 67846
Telephone: (620) 276-3203
Facsimile: (620) 276-3300

19. **GENERAL COVENANTS**

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

(b) **WAIVER.** A waiver by a Party of any breach or default of the other Party shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

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

(d) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.

(e) **NON-ASSIGNABILITY.** Neither Party may assign its rights and obligations hereunder without obtaining the prior written consent of the other Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.

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

(g) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and COUNTY as to the cooperative provision of community planning and development within the unincorporated areas of Finney County, Kansas. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and COUNTY concerning said subject matter of this Agreement, including, but not limited to, the agreement entered into on or about December 15, 2015, by and between CITY and COUNTY, bearing the title of *Interlocal Agreement Between the City of Garden City, Kansas and the*

County of Finney, Kansas, effective as of January 1, 2016, and the amendment entered into on or about March 17, 2020, by and between CITY and COUNTY, bearing the title of *Amendment to Interlocal Agreement Between the City of Garden City, Kansas and the County of Finney, Kansas*, effective as of March 16, 2020.

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

(i) **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraphs 10, 11, 16, and 17, titled as Pro-Rata Payment Upon Termination, Winding Down Upon Termination, Limitation of Liability, and Indemnification of Third-Party Claims, herein, respectively, shall survive any such termination.

(j) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF GARDEN CITY, KANSAS

By_____
MANNY ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

COUNTY OF FINNEY, KANSAS

By_____
GERALD O. SCHULTZ, Chairperson
Board of County Commissioners of
Finney County, Kansas

ATTEST:

_____
DORI MUNYAN, County Clerk

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GARDEN CITY, KANSAS
AND THE COUNTY OF FINNEY, KANSAS

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into this _____ day of _____, 2023, by and between the CITY OF GARDEN CITY, KANSAS, a municipal corporation (CITY), and the COUNTY OF FINNEY, KANSAS (COUNTY).

WHEREAS, it is the desire of CITY and COUNTY to make the most efficient use of their powers by cooperating to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the community; and

WHEREAS, CITY and COUNTY have expressed a desire to consolidate resources and services to provide for uniformity in building codes and building code inspection and enforcement, and public nuisance abatement in CITY and COUNTY; and

WHEREAS, CITY and COUNTY previously entered into agreements, dated April 26, 1994, June 19, 1995, June 22, 1999, October 2, 2001, September 14, 2004, May 15, 2006, July 12, 2006, July 23, 2007, June 16, 2008, February 15, 2011, September 2, 2014, and December 15, 2015, for such purposes, and the latest edition of the agreement now needs to be amended.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **DEFINITIONS.** The following definitions shall apply to this Agreement

   Building Codes: Any and all codes incorporating by reference the 2017 Edition of the "NFPA 70: National Electrical Code," as it may be amended from time to time by CITY, and the 2018 Editions of the following: International Building Code, International Residential Code for One- and Two-family Dwellings, International Existing Building Code, International Code Council Performance Code for Buildings and Facilities, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Property Maintenance Code, International Swimming Pool and Spa Code and International Fire Code, as they may be amended from time to time by CITY.

   Inoperable Vehicle: As defined in COUNTY Resolution No. 25-2010.

   Public Nuisance: As defined in COUNTY Resolution No. 25-2010.

2. **AUTHORITY TO CONTRACT.** CITY and COUNTY possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2908 *et seq.*, K.S.A. 19-101, and K.A.A. 19-101a, and the Kansas Constitution, Article 12, Sec. 5.

3. **ADOPTION.** CITY and COUNTY shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion.

4. **DURATION.** ~~This Agreement shall be for a term of one (1) year beginning January 1, 2016, and ending December 31, 2016.~~ This agreement shall become effective upon the signature of the parties and shall continue until December 31, 2023 wherein it will automatically renew for a one year term beginning January 1, 2024 and ending December 31, 2024. This Agreement shall thereafter automatically be renewed for one (1) year terms, unless either party gives the other party written notice of intent to terminate on or before July 1st of any annual term.

5. **SEPARATE ENTITY/ADMINISTRATION.** It is not the intent of CITY and COUNTY to create a separate legal or administrative entity to perform the functions of this Agreement. The City Manager of CITY and the County Administrator of COUNTY shall be responsible for administration of this Agreement, subject to approval by the governing bodies of CITY and COUNTY.

6. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds as appropriated annually by CITY and/or COUNTY.

7. **TERMINATION.** This Agreement may be terminated by either party, for any reason, at the end of any term, by giving written notice to the other party, on or before July 1st of any annual term.

8. **REVIEW.** The parties agree to review this Agreement in June 2024, and each June thereafter, to determine if any mutually agreed revisions need to be made to the Agreement, including but not limited to any revisions for credits or payments due hereunder.

9. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days prior to the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.

10. **PURPOSE.** The purpose of this Agreement is to provide for the consolidation and coordination of, (a) building code inspection and enforcement of building codes in CITY and COUNTY to include the functions of planning, zoning, and subdivision regulation as specified herein, (b) public nuisance complaint investigation and abatement, and (c) the other specifically designated codes, regulations, or functions set forth below. The specific responsibilities of each of the parties shall be as follows:

    a. CITY shall assume all responsibility for building code inspection and enforcement in CITY and COUNTY. CITY shall issue all licenses, permits, and collect all applicable fees.

        i. CITY shall also assume all responsibility for building code inspection and enforcement and the issuance of licenses, permits and collections of all applicable fees for all areas of COUNTY, including all residential, commercial, public, and/or industrial facilities not otherwise exempt under paragraph 11 of this Agreement.

b. All fees paid for licenses, permits, or any other assessments, shall be the sole property of CITY. On a case by case basis, COUNTY may waive applicable fees in COUNTY for mileage, zoning fees, building permits, subdivision fees, penalty fees and additional or recall inspections, up to eighty percent (80%) of the fee value. COUNTY shall reimburse CITY for all waived fees.

c. ~~All personnel involved in building code inspection and enforcement shall be employees of CITY, under the exclusive direction and control of CITY.~~ City shall administer and enforce building code inspection and enforcement within COUNTY, with assistance provided by County, as set forth in this Agreement.

d. CITY shall administer and enforce the Floodplain Regulations within COUNTY, with assistance provided by COUNTY, as set forth in this Agreement.

~~e. CITY shall administer and enforce the Environmental Code of COUNTY, including new septic tank and system inspection. CITY is authorized to contract with a third party for the services to be provided in this paragraph. Should CITY be unable to contract for these services, CITY and COUNTY shall renegotiate the enforcement of the Environmental Code with COUNTY.~~

e. CITY, through its Code Compliance Officer (Compliance Officer) is designated by COUNTY, and is authorized to act as Compliance Officer, as provided by COUNTY Resolution No. 25-2010 or any subsequent amendments or modifications (Resolution No. 25-2010). At the request of COUNTY, Compliance Officer shall investigate and verify public nuisances, as defined by Resolution No. 25-2010. COUNTY will provide, legal advice, and timely prosecution for implementation of Resolution No. 25-2010. It is the intent of the parties that the Compliance Officer employed by CITY shall be involved in implementation of Resolution No. 25-2010. Hearing, abatement, appeal, assessment, and prosecution proceedings and provisions of Resolution No. 25-2010 shall be the exclusive responsibility of COUNTY, although CITY agrees that its Compliance Officer shall participate at the same level of input and cooperation as the employee does for CITY Code of Ordinances enforcement. The provisions of this subparagraph (f) shall be reviewed annually. COUNTY agrees to review the need for additional staff and fiscal support to the administration of COUNTY Resolution ~~No. 18-2005~~ No. 25-2010 should time, expense, utilization of existing personnel and new workload warrant.

f. CITY shall provide staff support to the Finney County Board of Zoning Appeals.

g. CITY shall continue to update and revise the field survey of all areas of the COUNTY to determine proper land use of public and private real property in accordance with all controlling land use and zoning plans, rules, and regulations. The field survey by CITY shall be performed on a continual basis.

h. CITY shall timely enforce all applicable building codes and respond in a timely manner to all complaints and alleged violations of building codes. CITY agrees that building codes shall be equally enforced throughout the inspection area.

i. CITY agrees to allow COUNTY to appoint a representative to the Building Safety Board of Appeals.

j. ~~CITY shall provide COUNTY with periodic reports regarding Code Compliance, Building Inspections and Planning and Zoning.~~ CITY shall provide COUNTY with monthly reports regarding Code Compliance and Building Inspections. The monthly Building Inspection reports shall include but not be limited to the amount, type, description, and location of inspections performed, certificates of occupancy issued, and building permits issued. CITY shall provide COUNTY with bi-weekly reports, which shall include but not be limited to information and status for plats, Planning Commission, and Finney County Board of Zoning Appeals cases.

k. CITY shall include and consult with COUNTY through a designated COUNTY Development Liaison on all issues involving the functions of COUNTY planning, zoning, and subdivision regulation. CITY shall notify COUNTY Development Liaison of any development within the unincorporated area of the COUNTY.

l. CITY shall provide COUNTY Counselor a minimum of two weeks prior to any Board of COUNTY COMMISSIONERS meeting to review and draft resolutions before being submitted to the agenda for the Board of COUNTY Commissioners. More time may be required depending on the complexity and circumstances. CITY shall include and consult the COUNTY Counselor and COUNTY Development Liaison on all zoning and subdivision regulation amendments.

COUNTY:

aa. COUNTY shall adopt Chapter 18 of the Code of Ordinances of CITY with the exception of Article VII- Television and Radio Antennas and Article XIII – Housing Code.

bb. COUNTY shall take the necessary action to empower and authorize employees of CITY to carry out and enforce Chapter 18 of the Code of Ordinances of CITY, as it exists at the time of approval of this Agreement or as it may be amended from time to time (with exceptions of Article VII – Television and Radio Antennas and Article XIII – Housing Code), and COUNTY zoning ordinances and regulations, ~~and COUNTY environmental code,~~ in the COUNTY to the extent of CITY's responsibilities set forth in paragraphs 10(a) and 10(l) above.

cc. COUNTY shall make an annual payment to CITY to cover a portion of the expenses of CITY's Neighborhood & Development Services Department which includes inspections, code compliance, planning and zoning, to cover a portion of services in the following amount:

January 1, 2023 to December 31, 2023 - $236,112.10

Thereafter, each subsequent annual term of this Agreement, the fee shall increase by no more than 5%. The percentage increase is spread over the total annual term of this Agreement, the CITY Neighborhood & Development Services Department budget to cover operational expenses, such as, but not limited to, fuel,

insurance, equipment, and office materials for the specified services provided to the COUNTY.

The payment shall also be used to cover the cost associated with operation of the Finney County Board of Zoning Appeals. Payment amounts may be evaluated, annually, as needed based on services rendered.

dd. COUNTY shall take action to abate and/or timely prosecute, through the office of the COUNTY Counselor or COUNTY Attorney, in the District Court of Finney County, Kansas, all complaint violations of Resolution No. 25-2010 and all other controlling codes.

ee. COUNTY shall provide assistance for the COUNTY Assessor and COUNTY Engineer, reference the identification of agricultural structures that may be placed in a FEMA Flood Hazard Zone Area after the approval of this Agreement. (Such structures are exempt from building permitting as outlined in Paragraph 11.) Upon notification of a potential structure location, CITY shall evaluate whether the identified structure is in a FEMA Flood Hazard Zone Area. The COUNTY Engineer shall provide elevation data on specified structures upon request by CITY.

ff. COUNTY shall allow CITY to connect data processing equipment to COUNTY equipment as to allow CITY access to real property and special assessment records.

gg. COUNTY shall provide to CITY, reproducible base maps for CITY's maintenance and creation of maps for planning and zoning functions within COUNTY. CITY shall maintain and update, as required, reproducible maps relating to the Finney County Comprehensive Plan and the Finney County Zoning Regulations.

hh. COUNTY shall provide a COUNTY Development Liaison to provide support to the employees of the CITY on all issues involving the functions of planning, zoning, and subdivision regulation. The COUNTY Development Liaison shall be notified by the CITY of any development within the unincorporated area of the COUNTY and shall be the lead coordinator for all development within the unincorporated area of the COUNTY.

ii. COUNTY shall administer and enforce the Environmental Code of COUNTY pursuant to Resolution 34-92, including new septic tank and system inspection.

jj. COUNTY shall draft all COUNTY resolutions upon CITY's completion of their duties as laid out in paragraphs 10(a) and 10(l) above.

11. **EXEMPTIONS FROM BUILDING CODES.** The parties agree that all individuals and entities engaged in agricultural pursuits, on land designated Agricultural by the Finney County Zoning Regulations, in all areas of COUNTY, shall be exempt from application of the building codes to be enforced by CITY, as outlined in the Finney County Zoning Regulations.

12. **LEGAL RESPONSIBILITY.** It is not the intent of CITY or COUNTY to relieve either party

of any obligation or responsibility imposed upon a party by law.

13. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by CITY or COUNTY for any obligations required under the terms and conditions of this Agreement pursuant to the notice requirements set forth herein.

14. **EFFECTIVE DATE.** This Agreement shall take effect on _____ ___, 2023, and after its approval by the Board of County Commissioners of COUNTY, and the City Commission of CITY.

15. **PREVIOUS INTERLOCAL AGREEMENT.** The parties agree that this Agreement shall supersede and replace the previous interlocal agreement of December 2015, which shall be deemed to be terminated by the parties as of the effective date of this Agreement.

16. **GENERAL COVENANTS.**
    a. All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

        i. If to CITY: City Manager
        P.O. Box 998
        Garden City, Kansas 67846

        ii. If to COUNTY: County Administrator
        P.O. Box M
        Garden City, Kansas 67846

    Notice served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

    b. This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.

    c. This Agreement may be amended, changed, or modified, only upon the written consent of both parties.

    d. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.

    e. This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated herein.

CITY OF GARDEN CITY, KANSAS

By _____
Deborah Oyler, Mayor

ATTEST:

_____
Celyn N. Hurtado, City Clerk

COUNTY OF FINNEY, KANSAS

By _____
Gerry Schultz, Chairman

ATTEST:

_____
Dori Munyan, County Clerk

STATE OF KANSAS)
) SS.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the _____ day of _____, 2023, before me, a Notary Public in and for the County and State aforesaid, came Janet A. Doll, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

STATE OF KANSAS)
) SS.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the _____ day of _____, 2023, before me, a Notary Public in and for the County and State aforesaid, came Duane Drees, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seat as of the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Dori J Munyan, County Clerk
DATE: April 15, 2024
RE: Upcoming Meetings & Events

DISCUSSION:
Schedule of upcoming meetings and events

RECOMMENDATION:
Informational report only; no action required.

ATTACHMENTS:
Description
Upcoming Meetings & Events

Upcoming Meetings & Events

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

Upcoming Community Events

Date	Time	Event	Location
April			
12 - 14	various	Mean Girls: High School Version	Garden City High School Theater 7:00 p.m. April 12 & 13, 2:30 p.m. April 14
20 - 21	8:30 a.m. daily	Battle for the Bats	Peebles Field
27	1:00 p.m. - 5:00 p.m.	10th Annual SWKS Sidewalk Chalk Contest	Stevens Park
May			
4 - 5	daily	Fred Tichenor Memorial Tournament	Peebles Field
6	7:00 p.m. - 9:00 p.m.	Southwest Kansas Community Concerts 7000 Miles to Broadway	Clifford Hope Auditorium
8	7:00 p.m. - 9:00 p.m.	Southwest Kansas Community Concerts Divas 3	Clifford Hope Auditorium
18 - 19	8:30 a.m. daily	Garden City Grand Slam Tournament	Peebles Field
June			
May 31 - June 9	daily	Beef Empire Days	Various locations
1 - 2	8:30 a.m. daily	Dinger Deby Baseball Tournament	Various fields
8 - 9	daily	Silver Sage Renaissance Festival	Finnup Park
22	9:00 a.m. - 4:00 p.m.	Art in the Park	Stevens Park
24 - 30	daily	10th Annual Garden City Charity Classic	Buffalo Dunes Golf Course

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Mackenzie Phillips, Development & Administrative Coordinator
DATE: April 15, 2024
RE: Development Update

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

RECOMMENDATION:
N/A

ATTACHMENTS:
Description
Development Update

Development Process

Plan Review → RHID → Planning Commission → Governing Body

Plan Review

Preliminary Plat

The preliminary drawing indicating the proposed layout of a subdivision.

Final Plat

The final layout of the subdivision that will be recorded after approval by the Governing Body.

Infrastrucutre/ Construction Drawings

Drawings showing specific location and design of improvements to be installed in the subdivision.

RHID

Residntial Only

Kick-Off Meeting

Staff & Developer meet to discuss the RHID process. The developer is provided with an outline of the process and an estimated timeline.

Resolution 1

The Governing Body establishes the development area as a potential RHID location. A copy of the Resolution must be sent to the Secretary of Commerce.

Resolution 2

Staff creates the development plan. The Governing Body establishes a date for a public hearing for the consideration of the development plan.

Resolution 3

After the public hearing, Governing Body approves the establishment of RHID & the development plan/agreement.

Planning Commission

Rezoning Recommendation

Planning Commission considers recommendation of the rezoning request to the Governing Body.

Preliminary Plat Approval

Planning Commission considers final approval of preliminary plat.

Final Plat Recommendation

Planning Commission considers recommendation of the final plat to the Governing Body.

Governing Body

Rezone Approval

Governing Body considers adoption of a resolution to approve the zoning change.

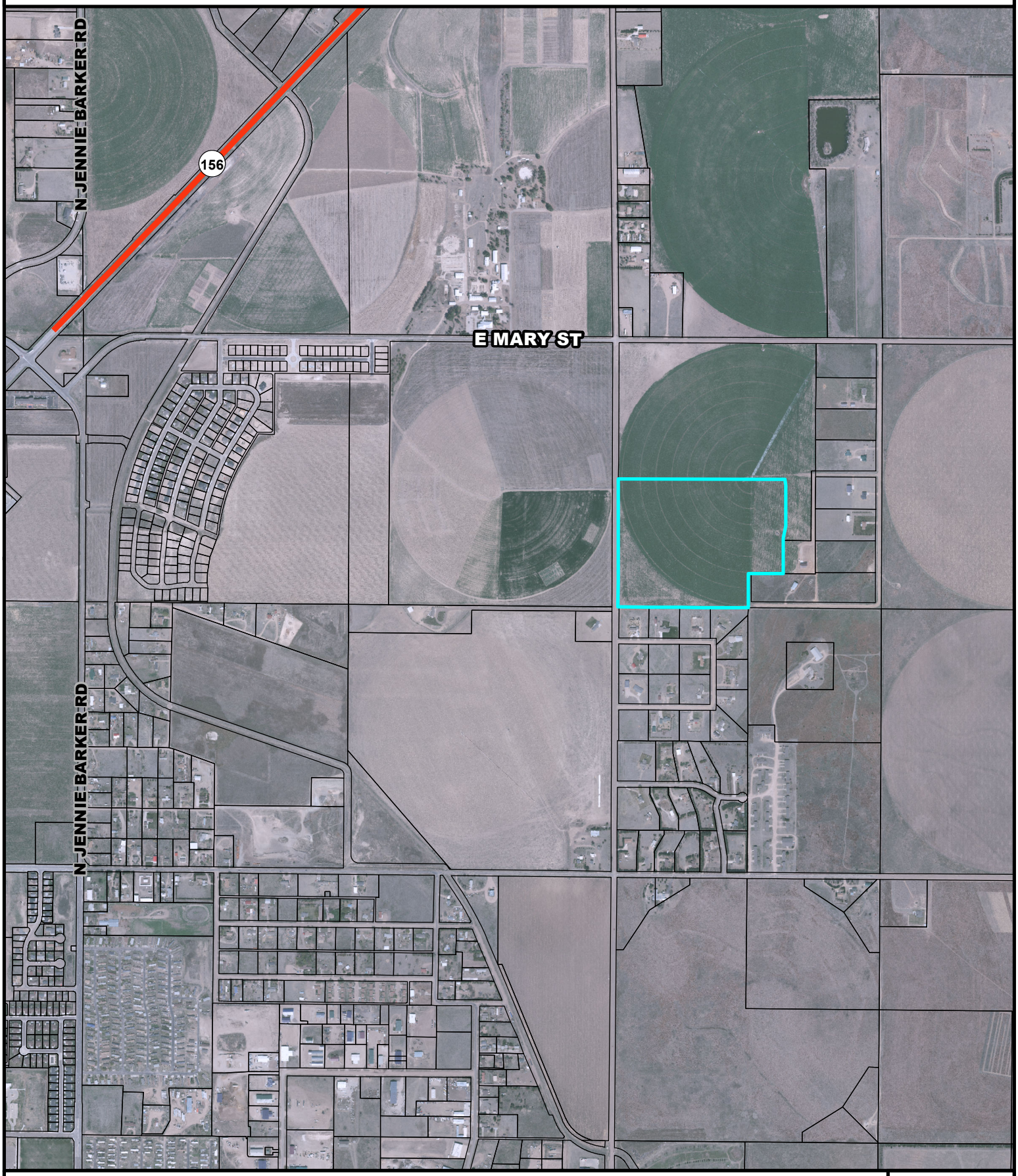
Development Agreement Approval

Governing Body considers approval of the development agreement. This step differs with RHID.

Final Plat Approval

Governing Body considers the approval of the final subdivision plat.

Country Acres Phase 1



N

0 750 1,500 3,000 Feet

FINNEY COUNTY
KANSAS

Country Acres Phase 1

Plan Review → RHID → Planning Commission → Governing Body

Plan Review

Preliminary Plat	Final Plat	Infrastructure/ Construction
Completed.	Completed.	Contractor has completed water and road infrastructure. A final inspection will be scheduled.

RHID

Residntial Only

Kick-Off Meeting	Resolution 1	Resolution 2	Resolution 3
Completed.	County Resolution 22-2022 was adopted on 4/18/22, establishing Country Acres as a potential RHID location.	Awaiting cost estimates from the developer to complete to development plan.	Awaiting Resolution 2.

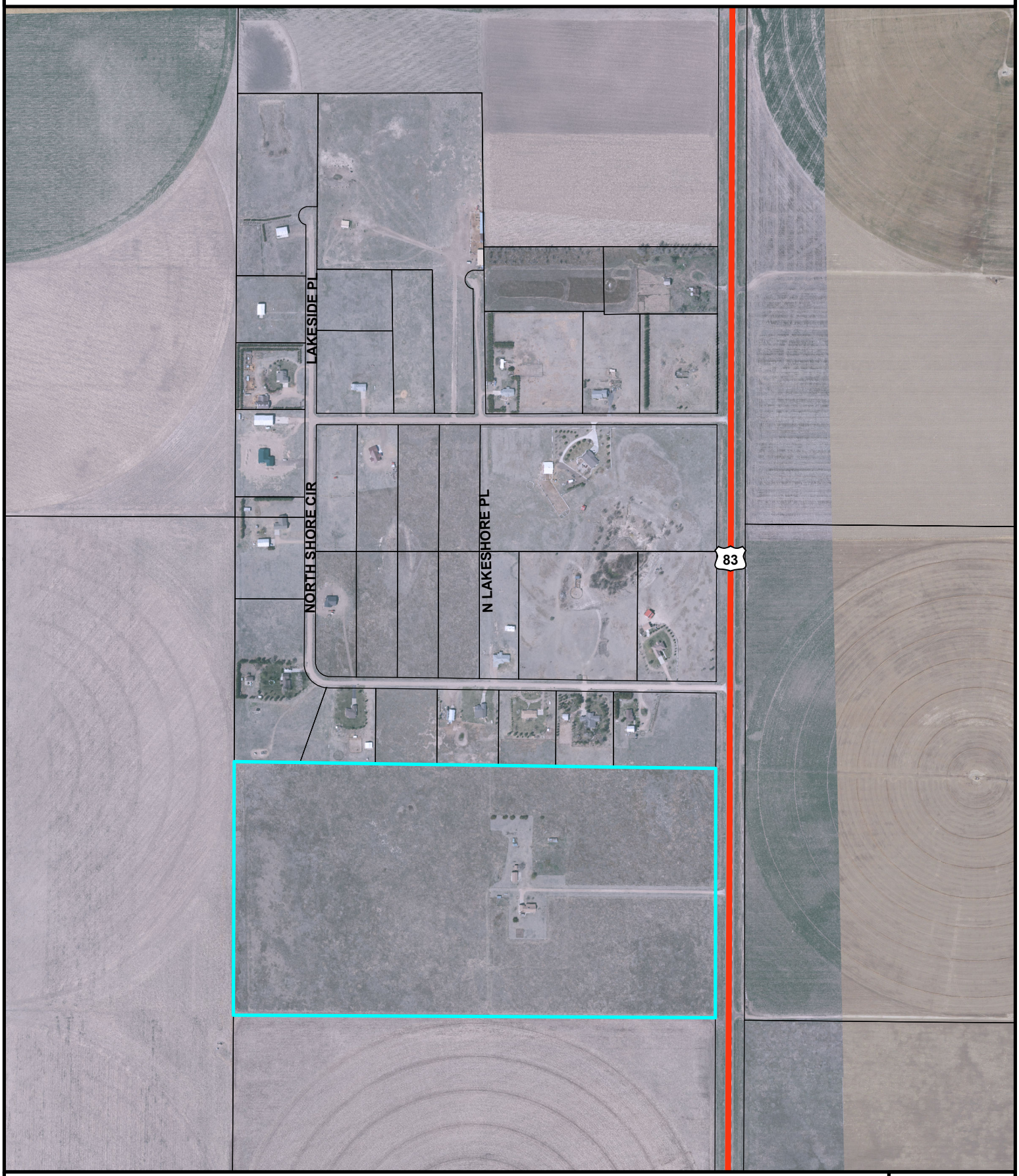
Planning Commission

Rezoning Recommendation	Preliminary Plat Approval	Final Plat Recommendation
Completed.	Completed.	Completed.

Governing Body

Rezone Approval	Development Agreement Approval	Final Plat Approval
Completed.	Completed.	Completed.

Randall Estates



N

0 400 800 1,600 Feet

FINNEY COUNTY
KANSAS

Randall Estates

Plan Review → RHID → Planning Commission → Governing Body

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

Plan Review

Preliminary Plat	*Final Plat	Infrastrucutre/ Construction Drawings	
Found to meet regulations. Developer was notified on 9/20/22.	*Found to meet regulations. Developer was notified on 9/20/22.	Engineer submitted changes to infrastructure drawings 3/7/24.	Contractor is continuing earthwork.

RHID

Residntial Only

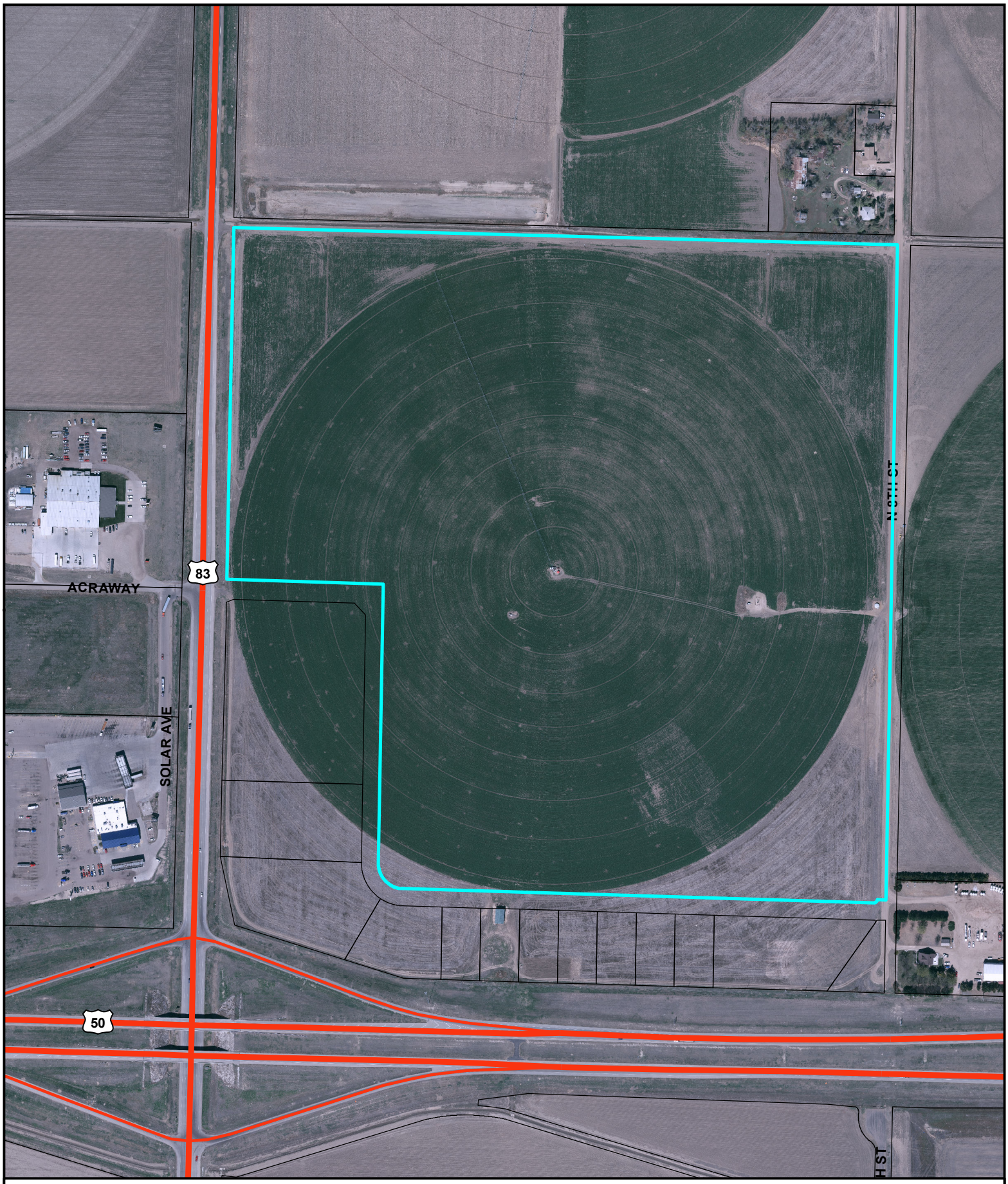
Kick-Off Meeting	Resolution 1	Resolution 2&3	Amendment
Completed.	County Resolution 22-2022 was adopted on 4/18/22, establishing Randall Estates as a potential RHID location.	Completed.	The amendment will be brought before the board for approval on August 7, 2023.

Planning Commission

Rezoning Recommendation	Preliminary Plat Approval	Final Plat Recommendation
Completed.	Completed.	Completed.

Governing Body

Rezone Approval	Development Agreement Approval	Final Plat Approval
Completed.	Completed.	Completed.

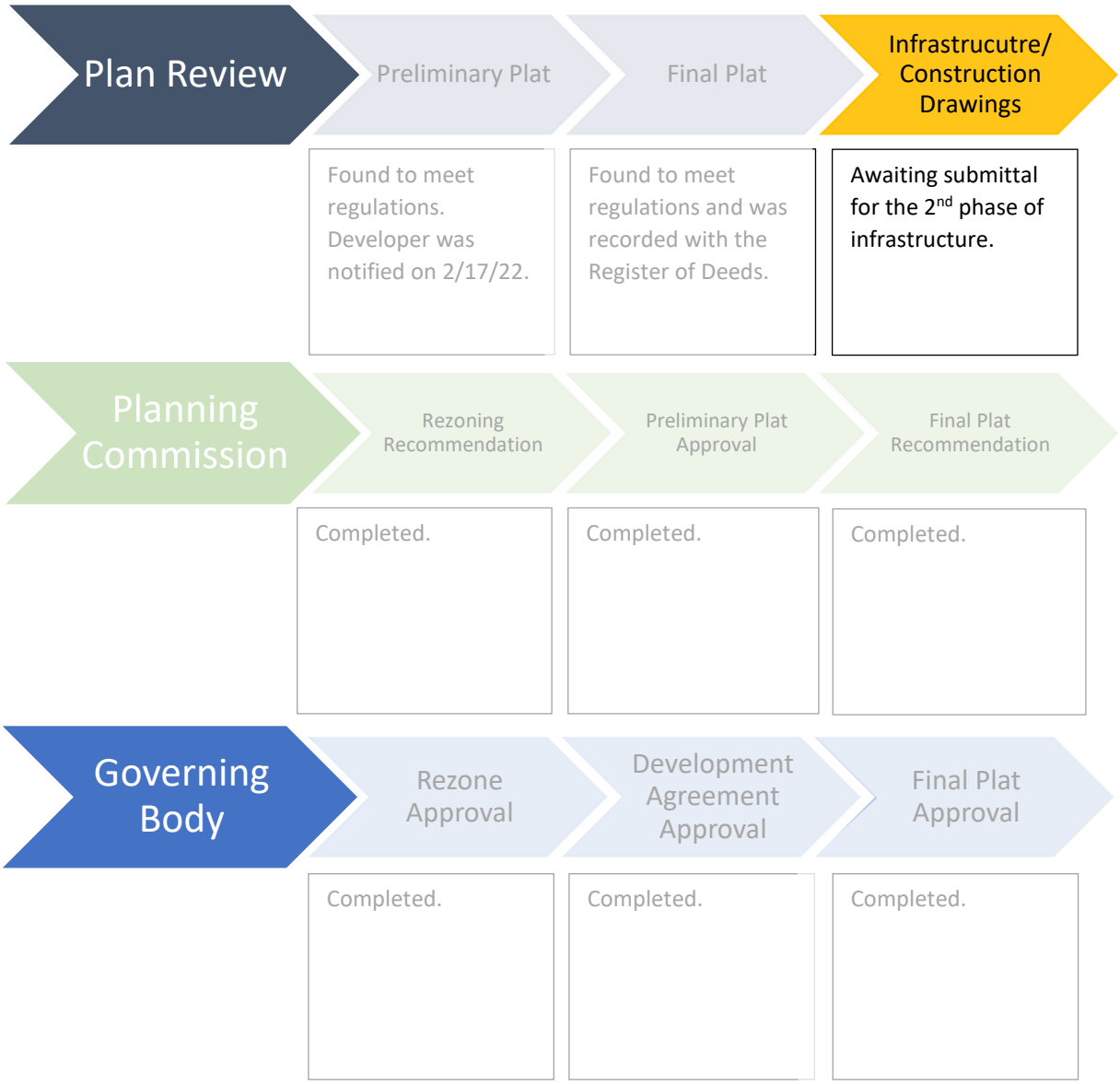


N

0 250 500 1,000 Feet

FINNEY COUNTY
KANSAS

Western Kansas Corridor Phase 2&3



FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece, County Administrator
DATE: April 15, 2024
RE: Department Monthly Reports

DISCUSSION:
Monthly reports as submitted by department heads.

RECOMMENDATION:
N/A

ATTACHMENTS:
Description
Monthly Department Reports

FINNEY COUNTY FAIRGROUNDS

March 2024 Report

Revenue: Compared with the last 4 years revenue totals

Revenue Generated from Facility Rentals

Month	Total Revenue 2020	Total Revenue 2021	Total Revenue 2022	Total Revenue 2023	Total Revenue 2024
January	$3,275.00	$425.00	$3,977.00	$5,935.00	$4,292.76
February	$8,287.00	$1,333.00	$6,375.50	$13,024.50	$9,247.50
March	$7,095.00	$8,348.00	$15,726.00	$16,943.75	$11,170.00
1st Quarter Totals	**$18,657.00**	**$10,106.00**	**$26,078.50**	**$35,903.25**	**$13,540.26**
April	-$165.00	$13,196.50	$11,901.26	$11,977.50	
May	$0.00	$4,551.00	$11,398.10	$16,593.60	
June	$120.00	$3,415.70	$5,232.29	$6,027.50	
2nd Quarter Totals	**-$45.00**	**$21,163.20**	**$28,531.65**	**$34,598.60**	**$0.00**
July	$238.00	$4,823.00	$5,415.00	$3,184.96	
August	$6,965.00	$5,771.00	$3,544.51	$5,372.50	
September	$10,059.50	$10,655.00	$10,312.00	$21,382.60	
3rd Quarter Totals	**$17,262.50**	**$21,249.00**	**$19,271.51**	**$29,940.06**	**$0.00**
October	$5,052.50	$16,958.00	$8,830.00	$12,821.00	
November	$2,780.00	$9,245.00	$9,235.00	$6,321.98	
December	$4,410.00	$12,273.02	$1,780.00	$2,045.00	
4th Quarter Totals	**$12,242.50**	**$38,476.02**	**$19,845.00**	**$21,187.98**	**$0.00**
Year to Date Total	**$48,117.00**	**$90,994.22**	**$93,726.66**	**$121,629.89**	**$13,540.26**

Event Staff:

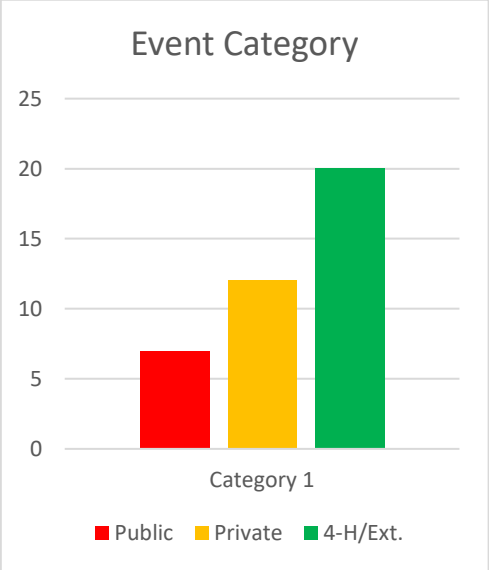
- Set up & tear down for events that occurred during the month
- Inventoried supplies for reorder
- Completed routine building checks
- Relabeled Breaker Boxes in the 4-H Building
- Resealed the 4-H Large Side
- Continue working on arena ground
- Continued painting handrails on the plaza

Coordinator:

- Completed March Follow Ups for upcoming events
- Check over time for Fairgrounds
- Bank Reconciling for February
- Met with upcoming event holders to discuss their events/complete checklists
- Promoted Public Events on the Fairground's Facebook page

FINNEY COUNTY FAIRGROUNDS

- Created Daily Task Lists (DTL's) for Fairground's staff
- Met with Roxanne for suggestions on new/updated Fairground Policies and Fees
- Continued attending CPM classes
- Attended Fairboard Meeting
- Completed Fairgrounds Business Plan



March Facility Usage: 38 Events Total

- **Revenue Generating Events-14**
- **Non-Revenue Generating Events-25**
  - Those include 4-H/Extension events, Finney County department events, first responder trainings, and other outside agencies that receive funds from Finney County.
- **Multiple 4-H/Extension Events: 20 Total**
  - Finney Flyers Monthly Meeting (3/3/2024)
  - Happy Hustlers Monthly Meeting (3/3/2024)
  - Kourageous Kids Monthly Meeting (3/10/2024)
  - Wide Awake Monthly Meeting (3/11/2024)
  - 4-H Council Meeting (3/18/2024)
  - Cloverbuds Monthly Meeting (3/25/2024)
  - Beacon Booster's Monthly Meeting (3/25/2024)
  - Walk With Ease (3x week for 8 weeks)
  - 4-H Project Class (3/12/2024)
  - 4-H YQCA Training (3/12 & 19/2024)
  - Rabbit Club Meeting (3/16/2024)
- (2) Birthday Parties
- GC Kennel Club Monthly Meeting
- GC Kennel Club Obedience Classes (every Thursday thru 3/14/2024)

FINNEY COUNTY FAIRGROUNDS

- Essential Services Showcase
- Fairboard Monthly Meeting (3/13/2024)
- (1) Johnston Auction
- Midwest Custom Ag & Aviation Customer Appreciation Luncheon
- Boothill Model Railroad Show
- 49th Better Home & Living Show
- (2) Baptisms
- Elections
- All Aboard Kid's Consignment Sale
- Noxious Weed Meeting
- Storm Spotter Training
- (1) Quinceanera
- (1) Gender Reveal Party
- RV Guests (not with an event)
    - 5 Guests
        - Total Revenue $240.00
- Stall Guests (not with an event)
    - 2 Guest- 2 Stalls
        - Total Revenue: $65.00

Upcoming Events in April:

- Various 4-H Club Meetings
- Various Extension Events
    - Walk With Ease (Last week-first week of April)
    - 4-H Project Class
- Garden City Kennel Club's Monthly Meeting
- KLA Horse & Cowboy Workshop
- GCFD ARFF Recertification
- GCCC Rodeo
- (1) Communion
- GCCC Endowment Auction
- (1) Quinceanera
- Fairboard Meeting
- Central Plains Eq. Customer Appreciation Dinner
- AKC Dog Show
- All Tex's Gun & Knife Tradeshow

MONTHLY REPORT – MARCH 2024

HUMAN RESOURCES

ACTIVITIES/UPDATES

- BEGAN ADVERTISING FOR PW, MAINTENACE AND FAIRGROUNDS TEMPORARY, SUMMER HELP – INTERVIEWS WILL BEGIN BEING HELD IN APRIL
- ATTENDED EMPLOYMENT LAW TRAINING AND HAVE MORE SCHEDULED APRIL AND MAY.
- WORKING WITH GCHS ON JOB SHADOWING AND ON THE JOB TRAINING OPPORTUNITIES. HOPING TO HOLD AN OPEN HOUSE AND GET THIS STARTED BY SUMMER.
- MET WITH GCCC ON THEIR APPRENTICESHIP PROGRAM; THE SECRETARY IS GETTING SOME ADDITIONAL SPECIFIC JOB INFORMATION FOR ME AND I THEN NEED TO MEET WITH COUNTY ADMINISTRATORS TO DISCUSS FURTHER.
- HAVE RECEIVED LETTERS OF INTEREST FROM 18 OF OUR SUPERVISORS AND AM WORKING TO CONFIRM KU SCHOOL OF PUBLIC MANAGEMENT'S SUPERVISOR TRAINING HERE TO FINNEY COUNTY. THE DATES OF THIS TRAINING WILL BE OCTOBER 1ST, 2ND, 3RD, 2024.
- HELD AN ALL-EMPLOYEE APPRECIATION LUNCHEON WITH ALMOST 200 OF OUR STAFF IN ATTENDANCE.
- ATTENDED SAFETY TRAINING CONDUCTED BY CHAD WITH IRON INSURANCE; STAFF WERE RECEPTIVE AND PARTICIPATED IN THE TRAINING; DIRECTOR AND SUPERVISOR HAVE MADE A COUPLE CHANGES AND CORRECTED FEW ISSUES.
- CONTINUING TO WORK WITH LEGAL ON THE EMPLOYEE HANDBOOK REQUESTED AMENDMENTS
- SECURED A KEYNOTE SPEAKER, BREAKOUT SPEAKERS AND CATERERS FOR THE 2024 ALL EMPLOYEE IN-SERVICE TAKING PLACE OCTOBER 14, 2024. WORKING WITH THE COMMITTEE ON GETTING DONATIONS, GIFT IDEAS, ADDITIONAL BREAKOUTS AND SCHEDULING.
- HAVE BEGUN ADVERTISING IN DIFFERENT WAYS AND WILL KEEP THINGS CHANGING AND UPDATED
- PARTICIPATED IN THE PUBLIC SERVICE SHOWCASE EVENT AT THE FAIRGROUNDS. WE PROVIDED HR AND PAYROLL JOB INFORMATION AS WELL AS RESUME TIPS AND INTERVIEW ETIQUETTE.
- CONTINUING TO BUILD IN AUTOMATION OF TASKS WITHIN UKG FOR EFFICIENCY
  - ADJUSTING PAYROLL PROCESSES FOR EFFICIENCY
  - WORKING ON CONTINGENCY PLANS FOR ALL OFFICE PROCESSES
- WILL CONTINUE POLICY UPDATES THIS YEAR (SAFETY, CELL, ACCIDENT/INCIDENT, TRAVEL AND TRAINING, ETC.) WITH ASSISTANCE FROM OTHER DEPARTMENT DIRECTORS
- STILL CONSISTENTLY INTERVIEWING WITH DEPARTMENTS; IMPLEMENTED ADDITIONAL COMMUNICATION WITH CANDIDATES LEADING UP TO THE INTERVIEW AND ALSO POST OFFERS; NO CALL, NO SHOWS HAVE SLOWED

CURRENT OPENINGS

*THIS IS THE TOTAL AMOUNT OF **BUDGETED** OPENINGS FINNEY COUNTY HAS IN 2023.*

TOTAL OPENINGS: **59** (DOES **NOT** INCLUDE EMS RESERVE OPENINGS)

- COMMUNITY SERVICE CENTER
  - INTENSIVE SUPERVISION OFFICER I X2
  - SUBSTANCE ABUSE COUNSELOR
- BUILDING MAINTENANCE
  - MAINTENANCE TECHNICIANS X2
  - BUILDING MAINTENANCE DIRECTOR
- COUNTY APPRAISER
  - FIELD APPRAISER
- COUNTY ATTORNEY
  - ASSISTANT COUNTY ATTORNEY
  - LEGAL ASSISTANT
  - INTERN (PT/TEMP) X3
- INFORMATION TECHNOLOGY
  - SYSTEMS ADMINISTRATOR
- EMERGENCY MANAGEMENT
  - ASSISTANT EMERGENCY MANAGER / SAFETY COORDINATOR
- FAIRGROUNDS
  - FAIRGROUNDS FACILITY TECHNICIAN
- HEALTH DEPARTMENT
  - REGISTERED NURSE
  - ADVANCED PRACTICED REGISTERED NURSE
  - CLINICAL ASSISTANT
- JUVENILE DETENTION CENTER
  - DETENTION OFFICER X6
  - DETENTION SUPERVISOR
- NOXIOUS WEEDS
  - NOXIOUS WEED TECHNICIAN
- PUBLIC WORKS
  - DIESEL MECHANIC X2
  - PUBLIC WORKS DIRECTOR
  - DEVELOPMENT SPECIALIST
- COUNTY TREASURER
  - CUSTOMER SERVICE REPRESENTATIVE
- YOUTH SERVICES
  - JUVENILE INTAKE & ASSESSMENT OFFICER X2 (1 PART-TIME)
  - RECEPTIONIST

- SHERIFF'S OFFICE
  - INVESTIGATOR X2
  - EVIDENCE TECHNICIAN
  - JAIL DEPUTY X11 (2 PART-TIME)
  - ROAD PATROL DEPUTY X2

    - Senior Warrants Office Deputy
- Emergency Medical Services
    - EMT/AEMT/Paramedic x 4
    - Paramedic Shift Supervisor
    - Assistant EMS Director

Interviews*

- Total Scheduled: **7**
    - Canceled: 0
    - No Call No Show: 0
    - Offered Position: 5
        - Public Works; Offer Accepted x3
        - Juvenile Detention Center; Offer Accepted
        - County Appraiser; Offer Accepted
    - Not a Fit: 2
        - County Appraiser x2

This does not include any interviews conducted by the Sheriff's or Attorney's Office

New Hires

- Total New Employees: 8
    - County Treasurer
        - Customer Service Representative
    - Youth Services
        - Juvenile Intake & Assessment Officer (part-time)
    - Juvenile Detention Center
        - Detention Officer
    - EMS
        - EMS Reserve - EMT (part-time)
    - County Appraiser
        - Field Appraiser I
    - Public Works
        - Lube Technician
        - Equipment Operator II
        - Right of Way Technician

Terminations/Retirements

- Total Terminations/Resignations: 4
    - Field Appraiser I
    - Jail Deputy
    - Customer Service Representative
    - Paramedic
- Total Retirements: 1
    - Paramedic Shift Supervisor

Turnover Rate

- March
  - County Wide: 1.70%

- January - March
  - County Wide: 4.90%

Reported Work Comp Claims

- Total Reported Claims: 2
  - Medical Needed: 1
- Incident Types
  - Contusion x2

Payroll & Benefits

Payroll Periods

- Total Payroll YTD
  - $4,204,280.71
- Total March Payroll
  - March 01: $624,375.98
  - March 15: $579,139.42
  - March 29:
- Total Overtime
  - March 01: $38,717.51 (*6.20%)*
  - March 15: $35,938.99 (*6.21%)*
  - March 29:

**Overtime amount is included in the total payroll above.*

Flex Medical (Unreimbursed Medical)

- EE Contributions YTD
  - $46,983.93
- Distributions YTD
  - $61,977.56

Flex DDC (Dependent Daycare)

- EE Contributions YTD
  - $5,115.39
- Distributions YTD
  - $2.246.10

KPERS

- ER Working After Retirement (WAR) YTD
  - $319.47

- Contributions YTD
  - Employee: $198,544.45
  - Employer: $303,123.58

- Basic Life YTD
  - $32,734.51

KP&F

- Contributions YTD (started 01/19/2024)
  - Employee: $59,674.25
  - Employer: $192,793.85

Medical/Dental Enrollment

- Option A ($500/$1000)
  - Employee Only: 42
  - Employee/Child: 17
  - Employee/Spouse: 12
  - Employee/Family: 19
- Option B ($1500/$3000)
  - Employee Only: 39
  - Employee/Child: 17
  - Employee/Spouse: 16
  - Employee/Family: 27
- Option C ($3500/$7000)
  - Employee Only: 14
  - Employee/Child: 6
  - Employee/Spouse: 1
  - Employee/Family: 9
- Dental
  - Employee Only: 90
  - Employee/Child: 35
  - Employee/Spouse: 29
  - Employee/Family: 51

Grow Well Usage

- 6,060 visits since inception (Nov 2021)
  - February visits 255

T. (620) 272-3564 | F. (620) 272-3567

Finney County Public Works

Monthly Commissioner's Report

March 2024

Public Works Department

Public Works staff participated in the job showcase on March 5th.

On March 4th, the Board of County Commissioners (BoCC) approved the request from the City of Garden City to waive the $2.00 per ton municipal waste fee for the annual spring cleanup. The BoCC also approved the 2023 Noxious Weed Annual Report, 2024 Noxious Weed KDOT Agreement, and the 2024 Herbicide Bids.

On March 18th, the BoCC approved the 2024 crack sealing bid and the annual review of the Finney County Solid Waste Management Plan. Following the regularly scheduled meeting, there was a work session with the BoCC to discuss department priorities and the Finney County governance model.

On March 25th, the BoCC held a special meeting. During the meeting, Ron Hall with KDOT gave an update of future KDOT projects.

Administration

The implementation of the new public works software continued through March. Staff attended weekly training on how to use the software. The implementation of the first module for fleet and inventory is complete.

There were three interviews for the Public Works Department in March, and all three applicants were extended an offer and accepted.

In March, staff worked on the department's 5-year business plan in preparation for the 2025 budget.

Development

Staff had multiple meetings with the City of Garden City to discuss changes to the agreement for services provided by the Neighborhood & Development Department.

The following is an overview of each development's progress in March 2024:

1. **Country Acres Phase 1:**
    - Staff met with the developer to discuss next steps for the establishment of the RHID.
2. **Randall Estates:**
    - Contractors began dirt work.
3. **Western Kansas Corridor:**
    - Shoulder work was inspected by the County engineer. An updated report on outstanding items that need to be addressed was sent to the developer and contractor.

Road & Bridge Division

In March 2024, the Road & Bridge Division focused on maintaining county roads, work orders submitted by citizens, grading roads, mowing the right of way, and doing site work at the Bruno Pit.

The Road & Bridge employees prepared equipment and attended the Job Showcase, Set up and tore down voting booths, hired an Equipment Operator II and a Lube Technician, and graded 539 miles of County roads.

March 2024 Materials Hauled							
Dirt/ Sweetener	Dirt	Dirt/Millings	Millings	Salt/ Sand	Sweetener	Water	Gravel
90 yds	53 yds	30 yds	10 yds	16 yds	17 yds	144,000 gallons	435 yds

Right of Way Division

In March 2024, the ROW Division had three right-of-way permits, hired a new ROW Technician on the 25th, and attended meetings.

The bid opening for the 2024 CM-A Bid and the 2024 Chip Sealing will be on April 8th.

The ROW Supervisor is updating the Five-year Asphalt Plans and the 2024 Maintenance Program for Finney County Public Works.

Traffic

The table below indicates the number of signs and posts that were replaced:

March 2024 Sign Maintenance		
Signs Replaced/Installed	**Posts Replaced/Installed**	**Posts Ordered**
12	19	0

Utilities

In March 2024, Public Works inspected six septic tanks, did lift station checks, and attended the Kansas Rural Water Conference in Wichita, KS, to earn points for their Wastewater licenses.

Below is the number of utility locates that were completed this month per district:

March 2024 Utility Locates		
Sewer District #1	**Sewer District #2**	**Sewer District #3**
6	7	5

Sewer District #1

The lift station ran normally.

Sewer District #2

The lift station ran normally.

Sewer District #3

A starter was replaced on the 19th but otherwise, the lift station ran normally.

Northwest Industrial District Lift Station

The lift station is running normally.

Noxious Weed

The Noxious Weed Division treated and checked locations for Prairie Dogs and Musk Thistles and sprayed pre-emergent in March.

The division received chemicals for sales and prepared for upcoming spraying. Both Noxious Weed employees attended training and meetings this month.

The Noxious Weed Department is currently hiring a Noxious Weed Technician I.

Fleet Services

In March, the Fleet Division performed work ranging from preventative maintenance and minor repairs to component repairs (including reconstruction or welding). This work included units from other County departments and service calls performed in the field.

Below is an overview of the services provided in March 2024:

March 2024 Fleet Services/Repairs								
Heavy Equipment	Trucks	Trailers	Tractors	Mowers	Pickups	Sherriff's Office	Other Departments	Sewer Districts
30	8	3	7	4	16	4	2	1

March 2024 Fuel Usage		
Unleaded	Clear Diesel	Dyed Diesel
1,004.17 Gal	419.03 Gal	5,129.26 Gal
March 2024 Fuel Purchased		
Unleaded	Clear Diesel	Dyed Diesel
0 gallons	0 gallons	7,046 gallons
Total Cost: $0	Total Cost: $0	Total Cost: $20,003.59

Budget

The Road & Bridge budget for 2024 is $5,992,100.00. The department has used 9.05% of the annual budget so far.

The Noxious Weed budget for 2024 is $451,919.00. The department has used 7.75% of its annual budget so far.

2024 Remaining Budget	
Road & Bridge	**Noxious Weed**
$5,449,596.28	$416,911.96

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Robert Reece, County Administrator
DATE: April 15, 2024
RE: County Administrator Report

DISCUSSION:

County Administrator Robert Reece will discuss recent engagements and activities.

RECOMMENDATION:

N/A

ATTACHMENTS:

Description
Fund Balance Report 4/8/2024
2024 ARPA Fund Report YTD

Finney County Unaudited Fund Status Report

YTD For the Period Ended 4/9/2024

	1/1/2024 Begining Balance	Receipts	Disbursements	4/8/2024 Ending Balance	Prior Year Encumbrance	4/8/2024 Uncumbered Cash Balance
001 - COUNTY GENERAL	8,721,842.40	5,436,332.06	(2,697,335.35)	11,460,839.11	(92,264.24)	11,368,574.87
002 - ROAD AND BRIDGE	1,343,800.35	2,958,802.18	(701,044.41)	3,601,558.12	0.00	3,601,558.12
005 - AGING	26,647.62	219,532.46	(246,180.08)	0.00	0.00	0.00
011 - AMBULANCE	1,385,249.16	1,323,886.10	(650,813.61)	2,058,321.65	(254,104.00)	1,804,217.65
015 - EMPLOYEE BENEFIT	11,804,777.43	3,494,489.62	(2,321,637.19)	12,977,629.86	0.00	12,977,629.86
022 - ECONOMIC DEVELOPMENT	19,577.52	94,835.64	(114,413.16)	0.00	0.00	0.00
023 - ECONOMIC DEV-INCENTIVES	924,229.63	0.00	0.00	924,229.63	0.00	924,229.63
025 - FAIR/FAIRGROUNDS	387,587.05	362,563.65	(139,512.57)	610,638.13	0.00	610,638.13
027 - GIS	114,632.46	137,792.85	46,519.42	298,944.73	0.00	298,944.73
030 - COUNTY HEALTH	1,101,064.91	975,281.11	(542,842.97)	1,533,503.05	(9,200.00)	1,524,303.05
031 - HISTORICAL MUSEUM	17,373.81	127,762.40	(145,136.21)	0.00	0.00	0.00
036 - ARPA GRANT	428,350.61	14,307.23	0.00	442,657.84	0.00	442,657.84
040 - LIBRARY	83,860.41	613,255.07	(697,115.48)	0.00	0.00	0.00
046 - INTELLECTUAL DISAB SRVCS	17,107.08	121,873.21	(105,554.56)	33,425.73	0.00	33,425.73
050 - NOXIOUS WEED	299,118.74	158,375.76	(86,724.25)	370,770.25	0.00	370,770.25
051 - NOXIOUS WEED CAP OUTLAY	125,653.82	0.00	0.00	125,653.82	0.00	125,653.82
069 - LAW ENFORCEMENT	1,748,605.02	5,700,230.79	(2,502,733.46)	4,946,102.35	0.00	4,946,102.35
070 - JAIL COMMISSARY	42,450.21	37,780.00	(36,167.31)	44,062.90	0.00	44,062.90
071 - JAIL TELEPHONE	203,887.04	23,531.65	(80,000.00)	147,418.69	0.00	147,418.69
073 - OPIOID SETTLEMENT	97,024.53	0.00	0.00	97,024.53	0.00	97,024.53
075 - COMM CORRECT/ADULT	334,259.76	275,609.45	(180,703.08)	429,166.13	0.00	429,166.13
078 - YOUTH SERVICES	524,862.25	108,865.18	(117,742.91)	515,984.52	0.00	515,984.52
080 - DETENTION CENTER	689,005.51	572,020.11	(21,801.81)	1,239,223.81	0.00	1,239,223.81
110 - PARK & RECREATION	9,979.58	0.00	(3,750.00)	6,229.58	0.00	6,229.58
115 - ALCOHOL & DRUG ABUSE	28,313.82	0.00	(7,046.00)	21,267.82	0.00	21,267.82
165 - SPECIAL HIGHWAY	6,670,028.87	0.00	0.00	6,670,028.87	(100,000.00)	6,570,028.87
166 - SPECIAL EQUIPMENT	2,006,716.07	0.00	(400,000.00)	1,606,716.07	0.00	1,606,716.07

169 - BRMP/SALES TAX/CIP	3,169,735.42	350,767.06	(68,000.00)	3,452,502.48	0.00	3,452,502.48
171 - CAPITAL RESERVE	3,033,602.20	0.00	0.00	3,033,602.20	0.00	3,033,602.20
172 - EQUIPMENT RESERVE	3,413,694.84	0.00	0.00	3,413,694.84	0.00	3,413,694.84
175 - COMMUNITY SERVICE CENTER	422,837.45	3,112.01	(18,323.39)	407,626.07	0.00	407,626.07
188 - EASTSIDE SEWER RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
189 - SEWER DISTRICT NO 2 RESERVE	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00
190 - SEWER DISTRICT NO 3 RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
216 - O/G VAL DEPLETION TRUST	3,226,360.66	0.00	0.00	3,226,360.66	0.00	3,226,360.66
855 - CO ATTY TRAINING FUND	24,800.53	610.36	(500.00)	24,910.89	0.00	24,910.89
858 - CO CLERK TECHNOLOGY FUND	62,990.48	2,563.00	0.00	65,553.48	0.00	65,553.48
859 - CO TREASURER TECH FUND	66,491.53	2,563.00	0.00	69,054.53	0.00	69,054.53
863 - FEDERAL STATE DRUG	8,503.23	0.00	0.00	8,503.23	0.00	8,503.23
864 - DRUG FORFEITURE	3,515.02	0.00	0.00	3,515.02	0.00	3,515.02
865 - DRUG TAX ASSESSMENT	33,823.42	2,641.05	(11,761.43)	24,703.04	0.00	24,703.04
158 - LEC CONSTRUCTION/RENOVATION	1,350,000.00	0.00	0.00	1,350,000.00	0.00	1,350,000.00
159 - INFRASTRUCTURE IMPROVEMENTS	1,878,053.38	350,767.06	(154.56)	2,228,665.88	0.00	2,228,665.88
162 - PROJECT CONSTRUCTION	4,006,849.09	0.00	0.00	4,006,849.09	0.00	4,006,849.09
164 - DETENTION CTR BLDG FUND	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00
168 - JB ROAD SALES TAX	0.00	420,920.47	(420,920.47)	0.00	0.00	0.00
174 - CORRECTION SERVICES BLDG	1,042,683.34	0.00	0.00	1,042,683.34	0.00	1,042,683.34
004 - BOND & INTEREST	474,512.27	0.21	68,000.00	542,512.48	0.00	542,512.48
003 - SEWER DISTRICT #3 BOND	83,110.83	27,147.60	0.00	110,258.43	0.00	110,258.43
180 - LANDFILL	902,036.59	0.00	(11,637.00)	890,399.59	0.00	890,399.59
185 - EASTSIDE SEWER DISTRICT	233,439.95	33,197.01	(26,695.29)	239,941.67	0.00	239,941.67
186 - SEWER DISTRICT NO. 2	42,275.75	26,342.44	(5,305.35)	63,312.84	0.00	63,312.84
187 - SEWER DISTRICT NO. 3	170,105.61	45,342.08	(34,776.63)	180,671.06	0.00	180,671.06
890 - REVOLVING LOAN	356,848.21	2,500.00	(276.45)	359,071.76	0.00	359,071.76
066 - SPECIAL ALCOHOL & DRUG	90.71	0.00	0.00	90.71	0.00	90.71
173 - SD #3 CONSTRUCTION	32.32	0.00	0.00	32.32	0.00	32.32
210 - IN LIEU OF TAXES	723,592.77	0.00	(723,592.77)	0.00	0.00	0.00
215 - MINERAL TAX	64,939.69	71,763.37	(136,703.06)	0.00	0.00	0.00
220 - DELINQUENT PERSONAL TAX	48,073.24	37,184.27	(72,191.18)	13,066.33	0.00	13,066.33
240 - REAL ESTATE REDEMPTIONS	838,553.10	449,751.36	(1,146,574.43)	141,730.03	0.00	141,730.03

260 - ADVANCE PAID TAX	24,610.39	14,380.82	0.00	38,991.21	0.00	38,991.21
270 - 16/20M TAGGED VEHICLES	59,466.20	11,687.41	(67,649.96)	3,503.65	0.00	3,503.65
271 - WATERCRAFT TAX	4,978,389.49	873,309.66	(5,583,553.20)	268,145.95	0.00	268,145.95
275 - RECREATIONAL VEHICLE TAX	14,597.39	11,995.64	(20,156.24)	6,436.79	0.00	6,436.79
280 - MTR VEH RENTAL EXCISE TAX	55,113.14	0.00	(55,113.14)	0.00	0.00	0.00
285 - MOTOR VEHICLE TAX	1,325,292.72	1,159,492.82	(1,922,796.78)	561,988.76	0.00	561,988.76
298 - TAX ACCOUNT	44,835,123.80	2,742,128.78	(46,886,137.07)	691,115.51	0.00	691,115.51
310 - GARDEN CITY-GENERAL	0.00	3,980,646.54	(3,980,646.54)	0.00	0.00	0.00
311 - GARDEN CITY-AIRPORT	0.00	916,459.36	(916,459.36)	0.00	0.00	0.00
313 - GARDEN CITY-BOND	0.00	1,882,377.26	(1,882,377.26)	0.00	0.00	0.00
317 - GARDEN CITY RECREATION	0.00	28,453.09	(28,453.09)	0.00	0.00	0.00
318 - GARDEN CITY REC EMPLY BEN	0.00	1,390.66	(1,390.66)	0.00	0.00	0.00
323 - GARDEN CITY SPEC ASSESS	0.00	5,480.83	(5,480.83)	0.00	0.00	0.00
325 - GARDEN CITY EMP BENEFIT	0.00	7.23	(7.23)	0.00	0.00	0.00
329 - GARDEN CITY TIF/RHID	0.00	1,989,777.88	(1,989,777.88)	0.00	0.00	0.00
330 - HOLCOMB-GENERAL	0.00	221,619.82	(221,619.82)	0.00	0.00	0.00
331 - HOLCOMB-BOND	0.00	16.59	(16.59)	0.00	0.00	0.00
333 - HOLCOMB-POLICE	0.00	119,469.87	(119,469.87)	0.00	0.00	0.00
334 - HOLCOMB-FIRE	0.00	21,535.07	(21,535.07)	0.00	0.00	0.00
400 - GARDEN CITY CC-GENERAL	0.00	9,486,599.74	(9,486,599.74)	0.00	0.00	0.00
402 - GARDEN CITY CC-CAP OUTLAY	0.00	294,562.11	(294,562.11)	0.00	0.00	0.00
407 - GARDEN CITY CC-ADULT ED	0.00	0.81	(0.81)	0.00	0.00	0.00
410 - USD 457-GENERAL	0.00	5,605,476.92	(5,605,476.92)	0.00	0.00	0.00
412 - USD 457-BOND	0.00	1,994,135.24	(1,994,135.24)	0.00	0.00	0.00
413 - USD 457-CAPITAL OUTLAY	0.00	2,248,247.29	(2,248,247.29)	0.00	0.00	0.00
414 - USD 457-SUPP GENERAL	0.00	4,067,897.89	(4,067,897.89)	0.00	0.00	0.00
430 - USD 363-GENERAL	0.00	1,451,813.67	(1,451,813.67)	0.00	0.00	0.00
431 - USD 363-BOND	0.00	203,021.06	(203,021.06)	0.00	0.00	0.00
432 - USD 363-CAPITAL OUTLAY	0.00	599,977.22	(599,977.22)	0.00	0.00	0.00
440 - USD 363-RECREATION	0.00	270,595.64	(270,595.64)	0.00	0.00	0.00
441 - USD 363-SUPP GENERAL	0.00	1,318,733.48	(1,318,733.48)	0.00	0.00	0.00
445 - USD 363-REC EMP BENEFIT	0.00	75,186.48	(75,186.48)	0.00	0.00	0.00
450 - USD 102-GENERAL	0.00	67,634.07	(67,634.07)	0.00	0.00	0.00

451 - USD 102-BOND	0.00	15,540.77	(15,540.77)	0.00	0.00	0.00
452 - USD 102-SUPP GENERAL	0.00	58,491.78	(58,491.78)	0.00	0.00	0.00
454 - USD 102-CAPITAL OUTLAY	0.00	15,956.05	(15,956.05)	0.00	0.00	0.00
480 - WEST PLAINS EXTENSION DISTRICT	0.00	330,549.61	(330,549.61)	0.00	0.00	0.00
501 - GARDEN CITY TWP-FIRE	70,554.43	62,041.86	(70,589.64)	62,006.65	0.00	62,006.65
506 - GARFIELD TWP-FIRE	783.81	13,244.66	0.00	14,028.47	0.00	14,028.47
511 - IVANHOE TWP-FIRE	0.00	7,559.07	(0.22)	7,558.85	0.00	7,558.85
515 - PIERCEVILLE TWP-GENERAL	20,364.54	1,122.84	(39.55)	21,447.83	0.00	21,447.83
516 - PIERCEVILLE TWP-FIRE	2,501.48	9,457.78	(27.92)	11,931.34	0.00	11,931.34
521 - PL VALLEY TWP-FIRE	0.00	3,646.75	(0.23)	3,646.52	0.00	3,646.52
526 - SHERLOCK TWP-FIRE	65,876.42	39,728.08	(102.34)	105,502.16	0.00	105,502.16
531 - TERRY TWP-FIRE	8,796.48	7,634.11	(15,490.14)	940.45	0.00	940.45
800 - COUNTY PAYROLL	2,575.09	1,187,478.67	(1,187,476.59)	2,577.17	0.00	2,577.17
806 - ADVANCE/ESCROW TAX	146,856.58	54,370.10	0.00	201,226.68	0.00	201,226.68
808 - NEIGHBOR REVITAL PROGRAM	0.00	212,912.30	(212,912.30)	0.00	0.00	0.00
810 - ST EDUCATION BLDG	0.00	401,593.15	(401,593.15)	0.00	0.00	0.00
811 - ST INSTITUTIONS BLDG	0.00	200,796.42	(200,796.42)	0.00	0.00	0.00
815 - STATE VEHICLE	0.00	570,857.60	(570,842.60)	15.00	0.00	15.00
816 - STATE VEHICLE SALES TAX	160,316.28	677,546.45	(541,604.02)	296,258.71	0.00	296,258.71
817 - COMMERCIAL VEHICLE	18,072.20	690,162.02	(708,231.22)	3.00	0.00	3.00
818 - MOTOR VEHICLE OPERATING	240,377.71	66,700.25	(257,804.90)	49,273.06	0.00	49,273.06
820 - DRAINAGE DISTRICT NO 1	479,543.68	75,389.87	(10,219.64)	544,713.91	0.00	544,713.91
821 - DRAINAGE DISTRICT NO 2	602,655.02	55,793.13	(30,975.00)	627,473.15	0.00	627,473.15
823 - PAWNEE WATERSHED	0.00	32,931.69	(32,931.69)	0.00	0.00	0.00
824 - GROUNDWATER MANAGEMENT	0.00	92,168.47	(92,168.47)	0.00	0.00	0.00
827 - NORTHWEST INDUSTRIAL	0.02	0.00	0.00	0.02	0.00	0.02
850 - STRAY ANIMAL COLLECTIONS	393.18	0.00	0.00	393.18	0.00	393.18
857 - HERITAGE TRUST FUND	2,951.00	5,126.00	(4,268.00)	3,809.00	0.00	3,809.00
860 - ROD SPECIAL FEE ACCOUNT	257,331.53	10,252.00	(12,892.62)	254,690.91	0.00	254,690.91
866 - PROSECUTORS FORFEITURE	24,145.95	0.00	0.00	24,145.95	0.00	24,145.95
867 - CA - DEA ASSET FORFEITURE	8,459.20	0.00	0.00	8,459.20	0.00	8,459.20
870 - TRANSIENT GUEST TAX	125,812.74	255,490.39	(381,303.13)	0.00	0.00	0.00
	$ 118,438,517.76	**$ 71,402,951.69**	**$ (110,900,477.21)**	**$ 78,940,992.24**	**$ (455,568.24)**	**$ 78,485,424.00**

Finney County ARPA Fund Summary - Unaudited

As of 4/8/2024

Check figures

	Administrative	General Fund	Fairgrounds	Prevention(CSC)	Law Enforcement	Sewer Districts	Grants	Total
Balance Forward								**$ 428,350.61**
Revenues								
ARPA Proceeds								-
Interest Earned	14,307.23							14,307.23
								14,307.23
Total Revenues	**$ 14,307.23**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 14,307.23**
Expenditures								
Personnel								-
Commodities								-
Contractual					-			-
Capital Outlay								-
Transfers								-
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Amount Remaining Encumbered (Carryover from prior year plus new in 2024)								
Personnel								-
Commodities								-
Contractual	59,032.50	235,000.00			-	49,450.00		343,482.50
Capital Outlay								-
Transfers		-						-
								343,482.50
Total Remaining Encumbrances	**$ 59,032.50**	**$ 235,000.00**	**$ -**	**$ -**	**$ -**	**$ 49,450.00**	**$ -**	**$ 343,482.50**
Remaining Fund Balance								99,175.34

Current account balance		
$ 442,657.84	$	**442,657.84000**
	$	99,175.34

Encumbrance Detail

2022	General Fund		1,500,000.00					
11/6/2023	General Fund to Sewer Districts		(200,000.00)			200,000.00		
2022	Sewer District Improvements (all 4)					3,500,000.00		
11/6/2023	Sewer District Improvements bid					550,000.00		
2023	Historical Museum						10,000.00	
2023	LEC Assessment				50,000.00			
11/6/2023	LEC Assessment - reappropriated to SD project				(50,000.00)	50,000.00		
2023	CSC Prevention			26,000.00				
2023	Professional Services - iParametrics	60,000.00						
2023	Sewer District Operations 2024 Budget					49,450.00		
2023	Showcase Grant						50,000.00	
2023	IdeaTek Grant match (April 2023)		400,000.00					
2023	IdeaTek Grant match (June 2023)		35,000.00					
								6,230,450.00

Grant Detail

2023	Showcase project	50,000.00
2023	Historical Museum roof project	10,000.00
2022	GCCC	225,000.00
2022	Finney Co Childcare & Early Learning	600,000.00
	Total	885,000.00

Expenditure Detail

-	-

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM: Kara Schartz
DATE: April 15, 2024
RE: County Counselor Report

DISCUSSION:
County Counselor Kara L. Schartz will discuss recent engagements and activities.

RECOMMENDATION:
N/A

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: April 15, 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

FINNEY COUNTY
KANSAS

MEMORANDUM

TO: County Commission
THRU:
FROM:
DATE: April 15, 2024
RE: Next Commission Meetings - May 6 & 20

DISCUSSION:

Upcoming Meetings

- Regular Session Monday May 6 at 8:30 AM
- Regular Session Monday May 20 at 8:30 AM

RECOMMENDATION:

No action is required.