

COUNTY COMMISSION REGULAR AGENDA

Finney County, dedicated to its citizens, serving its taxpayers

COUNTY ADMINISTRATIVE CENTER September 5, 2017 8:30 AM

CALL TO ORDER

CHAIRMAN LON PISHNY

8:30 AM

Pledge of Allegiance to the Flag and Invocation

Chair Person Comments

Consent Agenda

Approval of Minutes from the 08/21/2017 Regular Session Meeting

Approval of Accounts Payable to include Payroll of 08/25/17 in the amount of \$286,566.36 and A/P of 09/05/17 in the amount of \$1,331,572.49

Public Comment

Business Items

Update on Equine Infectious Anemia Angie Clark, Fairgrounds Director

Youth Services Mini Van Bids Katrina Pollet, Corrections Executive Director

DFA Entrance John Ellermann, County Engineer

Federal Fund Exchange John Ellermann, County Engineer

Road Name Change Request John Ellermann, County Engineer

Board Governance

HVAC Finance Options

Legislative Issues

Sales Tax Ballot Issue

County Administrator Report

Miscellaneous Items

Important Meetings

County Commissioner Reports

- Commissioner Clifford
- Commissioner Drees
- Commissioner Larry Jones
- Commissioner Dave Jones
- Chairman Pishny

Executive Session

Executive Session - Non Elected Personnel

Adjournment

Next Commission Meetings - Monday, 9/18/2017 and Monday, 10/2/17



TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017

RE: Approval of Minutes from the 08/21/2017 Regular Session Meeting

DISCUSSION:

Approval of Minutes

RECOMMENDATION:

Approval of Minutes



TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017

RE: Approval of Accounts Payable to include Payroll of 08/25/17 in the amount of

\$286,566.36 and A/P of 09/05/17 in the amount of \$1,331,572.49

DISCUSSION:

Approval of Accounts Payable

RECOMMENDATION:

Approval of Accounts Payable



TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017

RE: Update on Equine Infectious Anemia

DISCUSSION:

Angie will give an update on the Equine Infectious Anemia (EIA) issue in Finney County.

BACKGROUND:

Seven horses confirmed positive with Equine Infectious Anemia, EIA, in Finney County, two quarantined facilities in close proximity to the Fairgrounds.

With one confirmed case in Kearny County, all confirmed EIA positive horses had recently been on the index premises, which was an unsanctioned, informal horse racing facility. All confirmed EIA and Piroplasmosis positive horses have been humanely euthanized.

We started a very diligent pest management procedure, twenty four months ago, in an effort to minimize risks associated with biting insects. We have coordinated weed spraying frequently with our Noxious weed department, to minimize the weed growth. Plus weekly and bi-weekly professional insect pest control services provided by SouthWest Pesticide, Inc.

We also implemented a weekly Biological Integrated Insect Control program.

RECOMMENDATION:

Update with no action needed.

ATTACHMENTS:

Description

Kansas EIA Positive Horses



1320 Research Park Drive Manhattan, Kansas 66502 (785) 564-6700 900 SW Jackson, Room 456 Topeka, Kansas 66612 (785) 296-3556

Jackie McClaskey, Secretary

Governor Sam Brownback

Equine Infectious Anemia Positive Horses in Southwest Kansas

On August 10, 2017, the Kansas Animal Health Commissioner was notified that a horse near Garden City tested positive for Equine Infectious Anemia (EIA) after a routine Coggins test.

- This initiated follow-up testing of all horses on the index premises, which resulted in the discovery of five additional positive EIA horses and one Piroplasmosis-positive horse.
- Horses are confirmed EIA positive by the National Veterinary Service Laboratory in Ames, Iowa.
- State, federal and accredited veterinarians performed contact surveillance testing.
- These efforts identified two additional positive horses; one in Finney County and one in Kearny County.
- All confirmed EIA-positive horses had recently been on the index premises, which was an unsanctioned, informal horse racing facility in rural Garden City.
- All confirmed EIA and Piroplasmosis positive horses have been humanely euthanized.
- Exposed horses remaining on all premises where EIA was confirmed are under official quarantine. They will remain under quarantine pending retest in 60 days.
- Horses were tested within a half-mile surveillance zone surrounding the positive premises. No additional positives were detected.
- More than 800 Kansas horses have been tested for EIA through surveillance and routine testing in August 2017.
- Kansas has had nine positive horses in the past ten years; three in 2007, two in 2008 and four in 2016.

EIA is an incurable, infectious disease caused by a virus. The virus can be readily transmitted iatrogenically through use of blood-contaminated syringes, needles, or surgical equipment; or by transfusion of infective blood or blood products; or by biting flies. The disease does not affect people, but it can be spread to horses, mules and donkeys. Clinical signs of EIA include fever, anemia and edema. However, affected horses may not show symptoms.

There are typically a small number of cases of EIA in the United States every year, although the disease is common in other parts of the world. EIA is controlled in the U.S. by regular testing before traveling across state lines and/or exhibition. The test for EIA is commonly called a Coggins Test.

Horse owners who have concerns about their animal's health or questions about possible exposure should contact your local veterinarian. Updates about the EIA investigation in Kansas will be posted on the KDA–DAH website at agriculture.ks.gov/EIA. If you have questions, please call KDA–DAH at 785-564-6601.



Finney County Department of Corrections Community Corrections and Juvenile Detention Center Katrina Pollet, Executive Director 620-272-3800 Beth Beavers, Director 620-272-3625

Date: August 30, 2017

To: Finney County Commissioners

From: Katrina Pollet

Re: Mini Van Bids

Dear County Commissioners,

The 25th Judicial District Youth Services received a grant to fund two (2) mini vans due to our vehicles having over 150,000 miles on them. An ad was ran in the Garden City Telegram on Wednesday July 26, 2017 for the invitation to bid per Finney County Purchasing Policy. Two (2) bids were received and opened on August 4, 2017 at the Finney County Community Services Center. Bids were received from Western Motors and Lewis Automotive Group.

Western Motors bid was \$18,550 apiece for 2 2016 Dodge Caravans with 46,000 to 48,000 miles on them.

Lewis Automotive Group bid was \$22,000 apiece for 2 2017 Dodge Caravans with 22,000 to 23,000 miles on them.

The 25th Judicial District Youth Services is requesting to go with the Lewis Automotive Group due to the newer vehicle and lower mileage.

I will be present at the Commission meeting to answer any questions you may have.

Thank you.



TO: County Commission

THRU: Randy Partington, County Administrator

FROM: John Ellermann **DATE:** September 5, 2017

RE: DFA Entrance

DISCUSSION:

Reimbursing the City \$262,033.84 for the widening of US-83 at the DFA entrance. Attached is a summary of the reimbursement request, contract payment summary and description of the change orders.

BACKGROUND:

The announcement of the Dairy Farmers of America (DFA) plant prompted discussions for widening US-83 to in to the plant site. KDOT granted \$1.2 million assistance for construction only. Engineering and construction costs over the \$1.2 million would come from elsewhere. During their August 15, 2016 meeting the Board of County Ciommissioners approved up to \$225,000 from the economic development incentive fund and to seek cooperation from the DFA. DFA denied any participation in the project. Final project costs are \$1,462,033.84.

ALTERNATIVES:

Approve the reimbursement to the City:

- 1) of \$262.033.84 to paid from the economic development fund.
- 2) of \$225,000 from the economic development fund and the remainder (\$37,033.84) from another account.
- 3) of \$262,033.84 from another account.

RECOMMENDATION:

Approve the reimbursement of \$262,033.84 from the economic development fund.

FISCAL And/Or POLICY IMPACT:

Fiscal impact is the reduction of the incentive fund by \$262,033.84.

ATTACHMENTS:

Description

Baground Minutes
DFA Reimbursement Request
DFA Contract Payment Summary
Contract Change Order Recap

AUGUST 15, 2016

The regular meeting of the Board of Finney County Commissioner was called to order by Chairman Dave Jones in the Commission Chambers of the Finney County Administrative Center at 8:30 a.m., Monday August 15, 2016 with Commissioner William S. Clifford, M. D., Commissioner Lon E. Pishny, Commissioner Duane Drees and Commissioner Larry Jones. County Administrator Randy Partington and County Clerk Elsa Ulrich, also present.

Chairman Jones opened the meeting by asking those in attendance to stand for the Pledge of Allegiance to the Flag and Invocation.

MINUTES

A motion was made by Commissioner Drees and seconded by Chairman Jones to bring back to the table the approval of the minutes of the meeting on August 1. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

A motion was made by Commissioner Clifford and seconded by Commissioner Pishny to approve the minutes of August 1 with a correction of voting on jury duty pay. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

A motion was made by Commissioner Pishny and seconded by Commissioner Drees to approve the minutes of August 8 as written. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

AGENDA

A motion was made by Commissioner Pishny and seconded by Chairman Jones to approve the agenda with the addition of an executive session for a non-elected personnel matter. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

OTHER BUSINESS

The Board reviewed the accounts payable. A motion was made by Commissioner Drees and seconded by Commissioner Clifford to approve the accounts payable as presented.

August 5 \$8,602.00 August 8-12 \$271,722.27 August 15 \$431,124.00

The Board reviewed the following tax roll changes.

ABATEMENTS

TAX YEAR AMOUNT 2013 \$ (274.22) 2014 \$ (967.62) 2015 \$(1,066.95)

BOARD APPOINTMENT - SW KANSAS AREA AGENCY ON AGING

A letter was received from Barbara Jensen, Senior Center Executive Director recommending Annette Miller to serve on the Sub-Region Committee. A motion was made by Commissioner Pishny and seconded by Commissioner Larry Jones to appoint Annette Miller as recommended. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

GARDEN CITY TOWNSHIP TREASURER-TIE VOTE

The votes cast at the Primary Election held on August 2, 2016 resulted in a tie of write-in votes received for Garden City Township Treasurer. Jean Clifford and Patsy Fort each received three write-in votes. The Board determined the tie vote winner by lot and selected Patsy Fort. Her name will be on the General Election ballot on November 8, 2016.

BUDGET HEARINGS

Chairman Jones opened the hearing by asking for comments from the Board.

• Comprehensive Plan – Commissioner Drees asked about the cost of the plan update. He would like to see the update be postponed to a later year. A motion was made by Commissioner Pishny and seconded by Commissioner Clifford to earmark \$50,000 in the economic incentive fund in 2016 and \$50,000 in 2017. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

	Clifford Aye	D. Jones Nay	Drees Aye	Pishny Aye	L. Jones Aye
Mot	tion carried 4-1				
Cor	mmissioner Dro nmented that th	ees to adopt the	Finney Coun e county was	ty budget as pul very well crafte	lifford and seconded by blished. Commissioner Cliffo d by the Board. No public
	Clifford	D. Jones	Drees	Pishny	L. Jones
Mo	Aye otion carried.	Aye	Aye	Aye	Aye
puł	Olished. No pub Clifford Aye	D. Jones Aye	oras heard. The Drees Aye	e vote was taker Pishny Aye	L. Jones Aye
				•	
Mo	tion carried.				
• SEV	WER DISTRIC mmissioner Pis		e Sewer Distr	ict No. 2 budge	oner Clifford and seconded by as published. No public
• SEV	WER DISTRIC mmissioner Pis	hny to adopt th	e Sewer Distr	ict No. 2 budge	
• SEV Cor	WER DISTRIC mmissioner Pis nment was hear Clifford	hny to adopt the rd. The vote wa D. Jones	e Sewer Distr s taken by aye Drees	ict No. 2 budge es and nays. Pishny	t as published. No public L. Jones
• SEV Core core	WER DISTRIC mmissioner Pis nment was hear Clifford Aye otion carried. WER DISTRIC Chairman Jone	hny to adopt the rd. The vote was D. Jones Aye T NO. 3 – A me	Drees Aye otion was madewer District	es and nays. Pishny Aye de by Commissi No. 3 budget as	t as published. No public L. Jones

Motion carried.

FINNEY COUNTY ECONOMIC DEVELOPMENT INCENTIVE FUND

Lona DuVall, President of the Finney County Economic Development Corporation was present for discussion of the incentive fund. Steve Cottrell, Assistant City Manager was also present.

Background: Dairy Farmers of America (DFA) identified the need for widening the highway and provide a wider turning radius into the plant. Assistance from KDOT was requested and would provide funding up to \$1.2 million for the road work only. Engineering costs would not be paid using those funds. If the cost exceeded that amount, the cost difference could be paid from the incentive fund. Bids for the road project were reviewed but were not up to standard so the bid request was advertised a second time. All asphalt paving would cost \$1,353,515.95, a difference of approximately \$150,515.00. All asphalt with around 140 feet of concrete at the entrance would cost \$,418,856.00, a difference of approximately \$218,856.00. DFA has been contacted, requesting some assistance with the cost. It is recommended that the Board authorize up to \$225,000 to fund the difference.

Commissioner Clifford commented that Finney County does want to be a partner and requested to be more informed on the project. A motion was made by Commissioner Clifford and seconded by Commissioner Pishny to authorize an amount up to \$225,000 for the project with the understanding of contacting DFA for some assistance. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

PUBLIC WORKS

Roger Calkins, Director reported on the following:

➤ CITY OF GARDEN CITY FALL CLEANUP – The City of Garden City requested approval of a waiver of the \$2 per ton fee for municipal waste during the fall cleanup. A motion was made by Chairman Jones and seconded by Commissioner Clifford to approve the request. Chairman Jones asked about providing dumpsters in the county. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

• UNIFORM SERVICE – A review of the bids received was given.

Cintas	\$10,139.48 yearly
Unifirst	\$10,951.00 yearly
Ameripride	\$ 9,590.56 yearly

A motion was made by Commissioner Pishny and seconded by Commissioner Larry Jones to approve the bid from Ameripride as recommended. The vote was taken by ayes and nays.

UNOFFICIAL COPY

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

EXECUTIVE SESSION-NON-ELECTED PERSONNEL

A motion was made by Commissioner Larry Jones and seconded by Commissioner Clifford to recess into a fifteen minute executive session for a non-elected personnel matter, including HR Director Darlene Lucas and County Administrator Randy Partington. The vote was taken by ayes and nays.

Clifford	D. Jones	Drees	Pishny	L. Jones
Aye	Aye	Aye	Aye	Aye

Motion carried.

The Board reconvened and Chairman Jones announced no action was taken.

It is noted here that Commissioner Drees has requested to be excused from the meeting.

SPECIAL RECOGNITION

Nora Shultz and Tim Shultz, employees at the Sheriff Department, were recognized for twenty years of service to Finney County.

GOVERNING BODY GOALS AND PRIORITIES

A Priority Based Budgeting video was presented.

COUNTY ADMINISTRATOR

Randy Partington gave the following report:

- Part of the goals is to meet with State Representatives Russ Jennings, John Doll and State Representative elect John Wheeler, Jr. to work on the legislative platform.
- SWKS KAC Fall Meeting September 20 9:00 a.m. Finney County Exhibition Building
- Dairy Farmers of America Dinner Tonight at 6:30 p.m.
- New Treasurer Asked about incoming treasurer salary for working prior to taking office in November 2017.
- Met with Blaine Davis, Angie Clark, Chairman Jones and Rex Harrison about the Exhibition Building.

BOARD REPORTS

The Board reported on liaison meetings they attended since the previous meeting.

With no further business to come before them, the Board adjourned until September 6 at 8:30 a.m.

Elsa Ulrich, County Clerk Dave Jones, Chairman



31 July 2017

John Ellermann, PE Finney County PO Box M Garden City KS 67846

CITY COMMISSION

MELVIN L. DALE,

Mayor

Re: US 83 Widening for DFA plant

Dear John,

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

J. CHRISTOPHER LAW

This is the City's request for reimbursement for the construction costs for the US 83 project for the DFA plant.

Original Contract Amount:

\$1,418,856.00 \$ 47,177.84

Adjustments by Change Orders: \$
Final Construction Cost: \$1

\$1,462,033.84

Less KDOT Reimbursements:

\$1,200,000.00 **\$ 262,033.84**

Balance due from County:

20274 17121

I have attached copies of supporting documents. If you have any questions or need additional information, please contact me at your convenience.

MATTHEW C. ALLEN City Manager

MELINDA A. HITZ, CPA Finance Director

RANDALL D. GRISELL City Counselor

Sincerely,

Steven F. Cottrell, PE

Assistant to the City Manager

encl

CITY ADMINISTRATIVE
CENTER
301 N. 8TH
P.O. Box 998
GARDEN CITY, KS
67846-0998
620.276.1160
FAX 620.276.1169
www.garden-city.org

CITY OF GARDEN CITY CITY MANAGER'S OFFICE CONTRACT PAYMENT SUMMARY

2016	2017	1-Jul-17		CHANGE	ORDERS	(\$1,575.20)	\$672.55		(\$902.65)			AMOUNT	263,205.99	398,966.60	537,827.41	0000
BUDGET YEAR:	CARRY OVER:	DATE FINALED:				(\$1.00)	(\$2,043.05)		(\$2,044.05)	REIMBURSEMENT	DATE	RECEIVED /	4/14/17	6/6/17		
ā		ā		CHANGE	ORDERS	\$0.00	\$46,124.54		\$46,124.54	REII	DATE	REQUESTED	4/7/2017	5/26/2017	7/31/2017	
PS1610	13-Sep-16	181-000223	No	ORIGINAL	AMOUNT #1 410 056 00	\$1,418,850.UU			\$1,418,856.00		TOTAL	AMOUNT	0.00	263,205.99	398,966.60	100000
CONTRACT NO:	CONTRACT DATE:	SALES TAX EXEMPTION #:_	ELECTRONIC PAYMENT (ACH):	!!	ACCOUNT #	10.6200-000-11-000		The second secon	TOTALS:	ACCOUNT	0	\$0.00				
		SALES T	ELECTRONIC		_				FiCo	ACCOUNT	0	\$44,754.04				
CONTRACTOR: APAC-Kansas, Inc., Shears Division	PROJECT: US-83 Widening & Access Road	83-28 KA-4278-01			41 410 856 00	41,410,000.00	\$43,177.84	\$1,462,033.84	\$262,033.84 FiCo \$1,200,000.00 KDOT	ACCOUNT	008-17-000-6025.01	\$1,462,033.84		263,205.99	398,966.60	1000000
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		AMOUNT	263,205.99	398,966.60	537,827.41	262,033.84										THE REAL PROPERTY AND PERSONS ASSESSED.
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ACCOUNT	008-17-000-6025.01	\$1,462,033.84		263,205.99	398,966.60	190,936.95	608,924.30									
	WARRANT	#	า 2016	124716	124881	125139	125472									The second name of the second na
	DATE	PAID	No Payments in 2016	4/7/2017	5/9/2017	6/8/2017	7/24/2017									
	PAYMENT	NUMBER	No	1	2	3	4									

CONTRACTOR:		APAC-Kansas, Inc., Shears Divisio	1
PROJECT:	US-83 Widening	& Access Road	
		02 20 KA 4279 01	

	TOTAL CONT	ΓRΑ	CT AMOUNT:		\$1,418,856.00
CO#	Brief Description	Amo	ount		
1	No cost change for cement v fly ash treated base	\$	-		
2	Aggregate price adjustment for non- complaint gradation	\$	(1.00)		
3	Minor overrun/underrun of pay items per final measurement	\$	(1,575.20)		
4	Final measurment where actual quantity differed from plans	\$	46,124.54		
5	Final measurment where actual quantity differed from plans	\$	(2,043.05)		
6	Final measurment of Erosion Control & Seeding items	\$	672.55		
	NET CHANGE BY O FINAL CON KDOT I AUTHORIZED COUNTY I ADDITIONAL COUNTY REIMBURS	\$ \$ \$ \$ \$ \$ \$	43,177.84 1,462,033.84 1,200,000.00 262,033.84 225,000.00 37,033.84		



TO: County Commission

THRU: Randy Partington, County Administrator

FROM: John Ellermann, County Engineer

DATE: September 5, 2017 **RE:** Federal Fund Exchange

DISCUSSION:

Discussion about the upcoming changes to the KDOT's Federal Fund Exchange Program.

BACKGROUND:

A number of years ago KDOT developed the Federal Fund Exchnage Program (FFE) allowing Local Public Authorities (LPAs) to exchange their obligated federal funds for state funds. The exchange rate is \$0.90 of state dollars for every \$1.00 of federal. Using state funds gave the LPAs some freedom on how they used the money exchanged. Allowing them to use it on maintenance projects, materials, contract work all without meeting strict federal guidelines.

In August KDOT sent out a memo stating that they are making changes to the FFE beginning with the 2018 FFY.

Change 1. The exchange rate is temporarily reduced to \$0.75 State Funds/\$1.00 Federal Funds. Rate to be reviewed and established annually.

Change 2. We will no longer be able to bank state or federal funds. If the funds are not requested for reimbursement by September 15, they will be lost.

ALTERNATIVES:

The alternatives are:

- 1. Accept the program as is and take whatever monies available.
- 2. Don't do anything and don't receive any money.
- 3. Apply for straight federal funds, If KDOT will allow, at a higher cost and more restrictions.
- 4. Let KDOT and Legislators know our displeasure.

RECOMMENDATION:

Alternate 1 is recommended.

FISCAL And/Or POLICY IMPACT:

Approximately \$240,000 of state funds was received for the 2016 FFY.

ATTACHMENTS:

Description

BLP Memo 17-07

Kansas
Department of Transportation
Bureau of Local Projects

Dwight D. Eisenhower State Office Building 700 S.W. Harrison Street Topeka, KS 66603-3745

Richard Carlson, Secretary Michael J. Stringer, P.E., Chief Phone: 785-296-3861 Fax: 785-296-2079 Hearing Impaired - 711 kdot#publicinfo@ks.gov http://www.ksdot.org

Sam Brownback, Governor

BLP Memo 17-07

Date: August 3, 2017

To: County Engineers/City Engineers/Road Supervisors/Highway Administrators/Public

Works Directors and Consultants

From: Michael J. Stringer, P.E., Chief

Bureau of Local Projects

Subject: Modifications to the Federal Fund Exchange (FFE) Program

After re-evaluating the FFE program as originally established in Federal Fiscal Year (FFY) 2011, KDOT has determined the need to adjust our guidelines.

Beginning with the 2018 FFY, which runs from October 1, 2017 through September 30, 2018, the FFE Program will be modified as follows:

- 1. Banking of Federal or State funds in the program will no longer be permitted. All such funds available to the Local Public Authority (LPA) must be used or requested for reimbursement by September 15 of the FFY of the distribution. Any funds remaining after September 15 will be lost to the LPA to which they were made available.
- 2. Beginning with FFY 2018, the exchange rate will be temporarily reduced to \$0.75 State Funds/\$1.00 Federal funds. The exchange rate will be reviewed and established annually by the Secretary of Transportation.

Representatives of KDOT are planning to schedule meetings around the State with our local partners to provide more detail and answer questions about why these changes are needed.

If further information is needed or there are questions concerning this topic, please contact either:

- Michael Stringer at (785) 296-3861 or by email at: Michael.stringer@ks.gov,
- Tod Salfrank at (785) 368-7396 or by email at: tod.salfrank@ks.gov, or
- Ingrid Horton at (785) 368-7468 or by email at: Ingrid.horton@ks.gov

Sincerely,

Michael J. Stringer, P.E., Chief

muchal of Stranger

Bureau of Local Projects

BLP Memo 17-07 August 3, 2017 Page 2

c: Catherine Patrick, P.E., State Transportation Engineer Ronald J. Seitz, P.E., Director, Division of Engineering and Design Norm Bowers, P.E., Kansas Association of Counties Megan Gilliland, Kansas League of Municipalities



TO: County Commission

THRU: Randy Partington, County Administrator

FROM: John Ellermann, County Engineer

DATE: September 5, 2017

RE: Road Name Change Request

DISCUSSION:

Discussion to approve the request to change the name of Rd 15 to Greathouse Road.

BACKGROUND:

The County Engineer recently received a letter from Mrs. Susan Moyle requesting the name change. Rd 15 is a 2 mile stretch of road between the Gano Rd and the Mead Rd, 2 miles west of US-83. The north mile was petitioned opened in 1994 and opened in 1995 with a 60' right-of-way. There are no records that show when the south mile was opened.

Currently there are no residences addressed off of Rd 15. Frances Greathouse lives at the corner of Rd 15 and Sterling Rd and uses a Sterling Rd address. The attached map shows the property owners adjacent to the Rd 15.

The Greathouse Family own a majority the land adjacent to the road, Steve Sterling own the remainder. Mr. Sterling has not been contacted for comment.

ALTERNATIVES:

Alternatives include approving the request or not. The Board may table the discussion until after the other adjacent landowner has bee contacted.

RECOMMENDATION:

Staff recommends the approval of the name change.

FISCAL And/Or POLICY IMPACT:

Since there isn't any residences along Rd 15 the name change should not have any fiscal impact to landowner/residents.

Less than \$100 to purchase and install 3 new streets signs will be charged to the Sign Department Budget.

ATTACHMENTS:

Description

Request Letter Rd 15 Property Owners

Susan Moyle

5224 East Le Marche Avenue, Phoenix, Arizona, 85254 / 602-571-0471 / robnsusanm@cox.net

August 22, 2017

Mr. John Ellermann County Engineer Finney County 101 West Maple Street Garden City, Kansas, 67846

Dear Mr. John Ellermann

The purpose of my letter is to ask the Board of Finney County Commissioners to consider changing the name of County Road 15 to Greathouse Road in order to commemorate and celebrate our family history of homesteading, farming and living along this short road for over 117 years.

In 1899, the United States of America deeded the Southwest Quarter of Section 28-21-32 in Finney County to my grandfather, Fleming Greathouse. He homesteaded the southwest quarter and had a tree claim on the northwest quarter, which are both located on the east side of County Road 15 between Gano Road and Sterling Road. Last summer, we found the Patent Records at the Finney County Register of Deeds office. Both of these parcels and several adjacent parcels are still owned by our family and are being farmed today by Fleming's great grandson, Greg Greathouse, who has been our family farmer for the last 20 years.

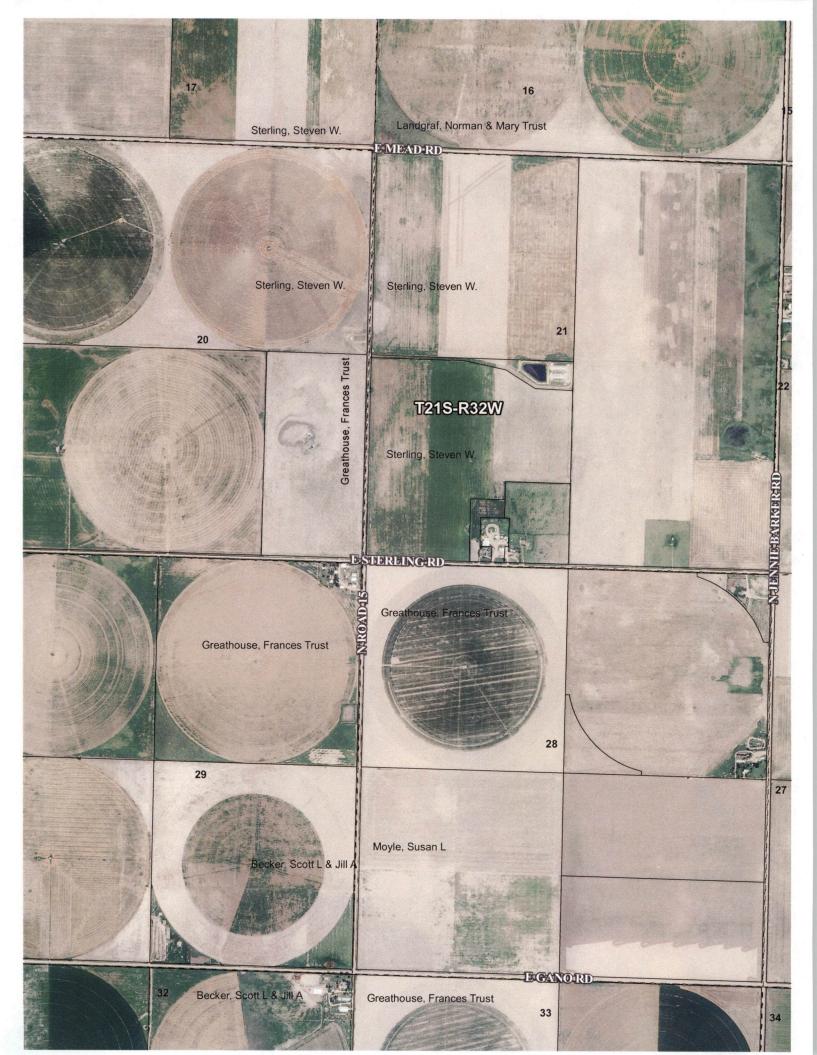
Here's some Finney County Road 15 history. In 1907, Fleming built his house on the southwest corner of County Road 15 and Gano Road. He married my grandmother and their four children were born in this house. Their oldest son, John Ellsworth "Colonel" Greathouse, was given this homestead house when he became of age. He married Freda Becker Greathouse and they lived and farmed on this corner for about 50 years until Freda was widowed and moved to Garden Valley.

One mile to the north on the southwest corner of County Road 15 and Sterling Road, Fleming's nephew, Rolland Greathouse, built a one room claim house. After marrying in 1915, he and his wife built a two story farmhouse around his original claim house. Several generations of Greathouses have lived in this farmhouse ever since. In 1960, Fleming's grandson, Larry Greathouse and his wife, Francis Greathouse, acquired this quarter, moved into the farmhouse and began farming. Francis still lives there today, 57 years later, having been widowed in 1997 and remarried in 2000. Her son, who now farms all of our land, is Greg Greathouse.

Four generations of Greathouses have lived and farmed on County Road 15 for over 117 years. Thank you for considering our request to commemorate and celebrate this Finney County history.

Sincerely,

Susan Moyle





TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017 **RE:** HVAC Finance Options

DISCUSSION:

Commissioner Pishny to update and comment on discussion with the county's financial adviser about financing the HVAC project.

RECOMMENDATION:

Discussion



TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017 **RE:** Legislative Issues

DISCUSSION:

Discussion of possible legislative policies for the 2018 year. This is a discussion prior to meeting with area legislators on September 18th and attending both KLPG and KAC conferences to hear about their respective legislative platforms.

RECOMMENDATION:

Discussion



TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017 **RE:** Sales Tax Ballot Issue

DISCUSSION:

Discuss any feedback the commission has received regarding the sales tax ballot issue.

RECOMMENDATION:

Discussion



TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017 **RE:** Miscellaneous Items

DISCUSSION:

Discussion of miscellaneous items from the county administrator. Below is a list of some of the items to be mentioned.

- iSi Industrial Services agreement (environmental study prior to HVAC project asbestos review)
- Dude Solutions agreement pertaining to Building Maintenance and Capital Improvements
- Bid information for IT project approved at last commission meeting
- District Coroner Retirement (Dr. Tom Koksal)

RECOMMENDATION:

Discussion

ATTACHMENTS:

Description

iSi Agreement - Asbestos Dude Solutions Purchase IT Project Cost Comparison District Coroner Retirement



Wichita, Kansas • Atlanta, Georgia • Tulsa, Oklahoma • Phone: (888) 264-7050 • www.iSiIndustrial.com

August 25, 2017

Randy Partington County Administrator Finney County Administrative Center 311 North Ninth Street Garden City, Kansas 67846 Email: rpartington@finneycounty.org

RE: Asbestos Surveys – Finney County Courthouse, Library and Administrative Center

Garden City, Kansas

Dear Mr. Partington:

iSi Environmental (iSi) is pleased to submit to Finney County a proposal to perform an asbestos surveys on the above mentioned properties.

SCOPE OF SERVICES

Asbestos Survey

An EPA-certified asbestos inspector will conduct sampling of suspected asbestos-containing materials (ACM). Sample locations will be documented on existing drawings. Unobtrusive sampling techniques will be utilized to the extent possible to minimize damage to suspect materials. All samples will be sent to QuanTem Laboratory, a National Voluntary Laboratory Accreditation Program (NVLAP) laboratory located in Oklahoma City, Oklahoma for analysis. Expected laboratory analytical turnaround time is 3 business days. A report will be prepared that will include sampling method, locations, analytical results, estimated quantities of asbestos-containing materials, and drawings identifying all ACM detected.

INVESTMENT

iSi proposes to conduct the proposed services for lump sum fee of \$3,650. Included in the lump sum is the cost for analysis of 100 samples at \$8 each.

ASSUMPTIONS

• Finney County will provide ready access to all areas included in the scope of the survey.

INSURANCE

iSi is fully insured to protect the assets of clients. Insurance coverage includes:

- Workers Compensation and Employer's Liability
- Comprehensive General Liability and Property Damage
- Contractor Pollution Liability
- Automotive Public Liability and Property Damage
- Professional Liability

Please note that proposal pricing is based on standard insurance coverage. Increases in limits or additional insured requirements may result in an increase in pricing.

NOTICE TO PROCEED

Please sign and return the attached Professional Services Agreement. Work can be initiated upon receipt of a signed copy of the Agreement or issuance of a purchase order. This proposal is considered valid for a period of thirty days from the date of issue.

If you have any questions, please call me at (316) 264-7050 or you can reach me at sbrownlee@iSienvironmental.com.

Sincerely,

Shannon Brownlee Project Manager

Attachment: Professional Services Agreement

cc: iSi Proposal File No. 17-0540

PROFESSIONAL SERVICES AGREEMENT

Asbestos Inspection – iSi Proposal No. 17-0540

This Agreement is entered into this _____ day of ______, 2017 between Integrated Solutions Inc., dba iSi Environmental and dba iSi Industrial Services (iSi), a Kansas corporation, and Finney County (Client) (iSi and Client are each a "party," and collectively the "parties"). Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **NATURE OF ENGAGEMENT**. Client retains iSi to perform the professional services (the "Services") described in the Proposal attached hereto (the "Proposal"), during the time(s) specified and at such location(s) (the "Site") listed in the Proposal, as the same may be modified from time to time pursuant to this Agreement.
- 2. **EXCLUSIONS**. Except as expressly stated in the Proposal, as the same may be amended by the written agreement of the parties, the Services do not include and iSi has no obligation to perform Services (a) where such performance would involve materially increased cost or time resulting from a subsurface, hidden, latent, or physical condition at the Site that was not fully disclosed by Client and incorporated in the Proposal or was not known to iSi prior to entering into this Agreement; (b) for restoration of the Site resulting from the Services, including without limitation, from drilling, boring, or taking samples; or (c) involving the transportation, storage, treatment, remediation, or disposal of hazardous substances, pollutants, or contaminants, whether or not directly or indirectly generated from iSi's performance of the Services, or that would cause or deem iSi to be a "generator," "transporter," "owner," or "treater" of hazardous waste or hazardous materials or the "owner" or "operator" of any Site, as such terms are defined under applicable state or federal law. As between Client and iSi, Client warrants that title to all hazardous substances, pollutants, or contaminants originating on or removed from the Site will remain with Client and Client will not challenge its ownership of the same.
- 3. **CHANGES IN SCOPE OF SERVICES.** Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time-to-time request changes in the Services, each of which shall be subject to iSi's approval at iSi's discretion. Except as prohibited elsewhere in this Agreement, iSi will be deemed to have accepted a change in the Services on the earliest of (a) iSi's written acceptance or amendment to the Proposal; (b) when iSi or its delegee or subcontractor begins to perform the Services, as modified by the change; or (c) iSi commits resources or engages a subcontractor or incurs costs for the performance of the Services, as modified by the change. Additionally, changes in the Services may be necessary because a condition or event described in Section 3(a). Unless specified in the Proposal or agreed in writing by iSi, iSi will be additionally compensated for the changes in the Services at iSi's then-current standard hourly rates plus out-of-pocket expenses incurred.
- 4. **STANDARD OF CARE**. Subject to the terms, conditions, and limitations of this Agreement, iSi will use commercially reasonable efforts to perform the Services in accordance with the Proposal, and to the extent not specified in the Proposal, in accordance with the generally accepted and currently recognized practices of its profession for like services in the locality where the Services are performed. Client's acceptance of the Services and/or Deliverables occurs on the earliest of (a) the date when iSi demonstrates to Client that the Service and/or Deliverables conform to the requirements of this Agreement, (b) the date when Client has placed the Services or Deliverables to its beneficial use, or (c) ten (10) days after delivery of the Services or Deliverables and Client has not given iSi notice of the Service's or Deliverable's nonconformance with this Agreement. Upon a timely receipt of notice specifying in detail the nonconformance of the Services and/or Deliverables with the requirements of this Agreement, iSi will investigate the claim, and if iSi reasonably finds the Services or Deliverables to be nonconforming, iSi will re-perform the Services or correct the Deliverables. If iSi is unable to re-perform the Services or Correct the Deliverables within a reasonable time, iSi will refund to Client the amount paid to iSi related to the portion of the Services or Deliverables subject to the nonconformity. This section states iSi's sole obligation and Client's exclusive remedy arising out of or related to the any claim with respect to the Services or Deliverables.
- 5. **CLIENT'S OBLIGATIONS.** Unless expressly stated in the Proposal, the Services do not include and Client will provide the following to iSi and its personnel at Client's cost: (a) those items or services specified in the Proposal as the responsibility of Client; (b) full, free, and safe access and use, including parking, to those portions of the Site as necessary to perform the Services; (c) work space, computer hardware, internet access, and utilities reasonably necessary to perform the Services at the Site; (d) all approvals, permits, and licenses required from governmental authorities necessary to perform the Services; (e) all known, potential, or possible information or data within Client's possession, control, or knowledge concerning health or safety hazards, file data for processes which have occurred and substances that have been a part of such processes, the location of subsurface structures (including for example, pipes, tanks, cables, and utilities), and all environmental investigations or remediation work conducted, in each case on, in, or near the Site; (f) comply and cause Client's employees, agents, visitors, and others to comply with iSi's requirements regarding access to and control of the Site; and (g) full cooperation with iSi and its personnel as necessary to perform or facilitate the Services as requested by iSi. Client represents and warrants that it owns or has sufficient rights and authority to use and grant to iSi and its personnel the right of access and use of the foregoing in the manner contemplated by this Agreement.
- 6. **DOCUMENTS**. Provided that Client complies with all of its obligations under this Agreement, including without limitation, payment obligations, Client may retain copies of the reports, technical drawings, specifications, plans, project manuals, training materials, and bid and contract documents prepared and delivered by iSi on behalf of Client with respect to the Services (the "Project Documents"), but excluding iSi's internal memoranda, notes, or correspondence relating to the Services. Client may use the Project Documents only in connection with Client's ownership and maintenance of the Site. Without limiting Client's other obligations under this Agreement, Client may not and may not permit any other person to use, disclose, transfer, or rely upon the Project Documents, except as expressly permitted under this Agreement, as approved by iSi in writing at iSi's discretion, or as required by applicable law. Except as expressly provided in this Section 6, iSi reserves all rights in the Project Documents. Client will indemnify, defend, and hold harmless iSi and its officers, directors, employees, and agents from and against any claims, losses, damages, liabilities, or expenses (including without limitation, attorneys' fees) arising out of or related to Client's breach of this Section.



7. COMPENSATION AND PAYMENT.

- (a) <u>Compensation</u>. Client will pay to iSi the compensation and fees stated in the Proposal, as amended by this Agreement, or if not specified in the Proposal, in accordance with iSi's then-current rates for its personnel who perform the Services. Client agrees that compensation due to iSi shall be paid in accordance with this Agreement, regardless of whether Client makes any use of Services or Deliverables. iSi's compensation is not contingent upon the result of any Services or upon any transaction involving Client or the Site. Unless expressly stated otherwise, any fees stated are only estimates, and the actual fees and expenses may differ.
- (b) <u>Expenses</u>. Client will reimburse iSi for those costs and expenses specified in the Proposal and, except as specified in the Proposal, such other costs and expenses incurred by iSi arising out of or in connection with the performance of the Services and providing the Deliverables. Client agrees that iSi may add a surcharge, not to exceed twenty percent (20%), for reimbursable costs and expenses not specified in the Proposal.
- (c) Payment. Client will pay iSi for amounts due as specified in the Proposal, or if not specified in the Proposal on a monthly basis or upon completion of the Services (if earlier) upon issuance of iSi's invoice, without deduction or set-off. Payment is due thirty (30) days from the date of the invoice. If payment is not made when due, a late payment fee will be chargeable to Client equal to 1.5% per month (or the highest rate allowed by law, if less) of the amount past due until paid in full. Client will pay iSi's expenses for collection of past due amounts, including without limitation, attorneys' fees, costs, and expenses. In addition, after giving seven days prior written notice to Client, iSi may suspend its Services until iSi has been paid in full or at iSi's election terminate the Services. If the Services are renewed, Client shall reimburse iSi for all its costs directly related to the suspension and startup. iSi's remedies under this section are in addition to any other remedies available to iSi.
- (d) <u>Taxes</u>. All amounts due are exclusive of any foreign, state, or local sales, value-added, withholding, or taxes, duties, fees, excises, or tariffs arising out of or related to this Agreement, the Proposal, the Services, or the Deliverables (collectively, "Taxes"). Client is responsible for, and if applicable, will reimburse iSi within thirty (30) days of request for all Taxes and any related interest or penalties, except for taxes imposed on iSi's net income.

8. **DISCLAIMERS AND LIABILITY**.

- (a) <u>Disclaimers.</u> THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS ONLY, AND ISI MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ISI DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR RESULTS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES OR DELIVERABLES ARE CORRECTABLE OR WILL BE CORRECTED.
- (b) <u>Indemnification</u>. To the fullest extent permitted by law, iSi shall indemnify, hold harmless, protect and defend Client and their respective agents, employees and affiliates from and against any and all claims, damages, losses and expenses including, but not limited to, claims for contractual indemnification and attorney's fees arising out of, resulting from, or related to the performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of ISI, its subcontractors and/or any of their respective agents and employees.

To the fullest extent permitted by law, Client shall indemnify, hold harmless, protect and defend iSi and their respective agents, employees and affiliates from and against any and all claims, damages, losses and expenses including, but not limited to, claims for contractual indemnification and attorney's fees arising out of, resulting from, or related to the performance of this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of Client, their respective agents and employees.

9. **TERMINATION**.

- (a) <u>By Client</u>. Client may terminate iSi's Services upon written notice to iSi in the event iSi breaches its obligation under this Agreement and fails to cure such breach within a reasonable time after receipt of such notice.
- (b) <u>By iSi.</u> iSi may immediately terminate this Agreement (i) seven (7) days after notice to Client of nonpayment of any amounts then due and owing; (ii) upon Client's dissolution, winding-up, insolvency, or inability to pay its debts as they become due, or institution of bankruptcy or insolvency proceedings by or against Client, or the appointment of a trustee or receiver of Client's properties or business; or (iii) upon any other breach of this Agreement by Client that is not cured by Client within a reasonable time (not to exceed thirty (30) days) after notice by iSi. These are in addition to any other rights of termination or suspension stated in this Agreement.
- (c) Actions on Termination. Upon termination of this Agreement for any reason, (i) Client will immediately pay to iSi the total fees for all Services rendered and costs incurred to the date of termination, plus all costs iSi incurs as a result of the termination, (ii) all licenses granted under this Agreement will immediately cease, and (iii) each party will perform such other obligations specified in this Agreement on or after termination.
- (d) <u>Survival</u>. Each party's obligations under Sections 7, 8, 9, 11, and 14 will survive the expiration or termination of this Agreement.



- 10. **INSURANCE**. During the term of this Agreement, iSi will maintain, at its sole expense, the following insurance policies:
 - (a) Worker's Compensation as required by law in the state(s) of the Site and Employer's Liability with limits of \$1,000,000/\$1,000,000/\$1,000,000:
 - Commercial General Liability with a limit of \$1,000,000 each occurrence for Bodily Injury and Property Damage and including Broad Form Property Damage, and Contractual Liability;
 - (c) Business Automobile Liability including hired, rented, owned and non-owned automobiles with combined single limit each occurrence of \$1,000,000 for Bodily Injury and Property Damage;
 - (d) Professional Liability Policy for Environmental Consultants (Errors and Omissions) with a limit of \$1,000,000/Claim.

Certificates for such insurance will be provided at Client's request.

11. COVENANTS.

- (a) Confidential Information. Confidential Information shall mean (i) in the case of Client, all information disclosed to iSi which relates to Client's past, present, and future research, development, and/or business activities; and (ii) in the case of iSi, the terms and conditions of this Agreement, the Deliverables, the Project Documents, and iSi's business methods. Each party will hold the Confidential Information of the other party in trust and confidence, and will not disclose the Confidential Information of the other party to any person, firm, or corporation, or use for its own business or benefit, except as necessary to perform an obligation under this Agreement. These obligations of confidentiality, non-disclosure, and non-use shall continue in full force and effect for ten (10) years after expiration or termination of this Agreement. Upon termination or expiration of this Agreement, each party, upon written request, will return to the other party all of the other party's Confidential Information within its possession or control, or at the other party's election, destroy the same, provided however that iSi may retain such Confidential Information as is reasonably necessary to comply with statutory and regulatory requirements applicable to iSi, including auditing standards, and Client may retain a copy of the Project Documents for use as licensed under Section 6. The obligations of this section do not apply to the extent that any Confidential Information (a) becomes generally available to the public other than as a result of the wrongful act of the receiving party; (b) was available to a party on a non-confidential basis prior to the disclosure to the party; (c) becomes available to a party on a non-confidential basis from a source other than the other party, provided that such source is not prohibited from transmitting the information to the party gives the other party prompt notice of such order and the opportunity to intervene, if allowed by law.
- (b) <u>Non-solicitation</u>. Client understands that iSi's employees are assigned to render temporary service and are not assigned to become employed by Client. Client acknowledges that considerable expense has been incurred by iSi to recruit, train, and maintain its personnel. Accordingly, Client will not, during the term of this Agreement and for one year following termination or expiration, solicit or hire nor interfere with the employment relationship of any person who was an employee of iSi at any time during the term of this Agreement. In the event of such employment, Client agrees to compensate iSi the greater of \$25,000 or three months of compensation rate of such personnel.
- 12. **INDEPENDENT CONTRACTORS**. The parties acknowledge that Client and iSi are independent contractors, and that nothing herein shall be construed to establish any partnership, joint venture, fiduciary, principal/agent or any other relationship between the parties.
- NOTICES. All notices provided for by this Agreement shall be made in writing either by actual delivery of the notice or by the mailing of the notice through the United States mail, certified mail, return receipt requested, to the address of the party listed in this Agreement (or such other address specified by the party upon not less than 30 days' prior written notice to the other party). Any notice delivered shall be deemed to be received on the date of its actual receipt by the party entitled thereto and any notice mailed pursuant to this paragraph shall be deemed received on the third day after the date of its mailing.

14. MISCELLANEOUS.

- (a) <u>Force Majeure</u>. Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party. Such causes include, without limitation, fire, explosion, earthquake, flood or other weather, unavailability of necessary utilities or materials, strike, lockout, other labor difficulties, war, act of terrorism, riot, act of God, law, regulation, or order of government or other public authorities, failure of suppliers, or failure of the other party to perform an obligation hereunder.
- (b) <u>Choice of Law and Venue</u>. This Agreement shall be deemed entered into in Finney County, Kansas, and shall be governed by the laws of the State of Kansas. Any litigation between the parties arising out of or related to this Agreement shall be conducted exclusively in a court sitting Finney County, Kansas. Neither party shall assert that another jurisdiction is a more convenient forum in which to litigate.
- (c) <u>Binding Obligation</u>. This Agreement shall be binding upon and inure to benefit of the parties and their respective successors; provided, however, neither party shall assign this Agreement, in whole or in part, without prior written consent of the other. Except as expressly stated in this Agreement, no third party will be a beneficiary of the parties' obligations under this Agreement. iSi may delegate or subcontract the Services, in whole or in part, provided, however that iSi will remain responsible for the performance of its delegees and subcontractors.
- (d) <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding in full force and effect.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.								
Integrated Solutions, Inc.	Finney County							
Ву:	Ву:							
Name:	Name:							
Title:	Title:							
Address:	Address:							
Integrated Solutions, Inc.	Finney County							
Attn:	Attn:							
215 S. Laura	311 N Ninth St							
Wichita, KS 67211	Garden City, KS 67845							

(e) <u>Integration and Amendments.</u> This Agreement represents the entire understanding of the parties, and each party acknowledges there are no other warranties, representations, covenants, or understandings of any kind other than those expressly contained in this Agreement. No prior or contemporaneous proposals, statements, Client purchase orders, course of dealing, or usage in trade will be part of this Agreement, all of which the parties expressly reject. Except as expressly stated herein, this Agreement may only be amended by a written instrument

executed by duly authorized representatives of the parties.



Finney County

Memo

To: Board of County Commissioners

From: CIP Coordinator

CC: County Administrator

Date: 08/31/2017

Re: Dude Solutions Contract

Finney County Maintenance has been searching for a program that will allow us to better track maintenance costs per facility, manage preventative maintenance and forecast projects for Capital Improvement. We have seen demos from 3 different companies and feel like the best fit for our needs is Dude Solutions. Finney County currently has Track IT/FlyCast that our IT department uses but this program is designed for IT more than it is for maintenance and we felt it just wasn't going to give us the information we were looking for. We also looked at iWorQ Services and Dude Solutions. Of these 2, iWorQ Services is set up more for Public Works and has the ability to track the maintenance piece but was not as user friendly, and they were unable to give us the maintenance forecasting piece. We decided that Dude Solutions would give us all the information we are looking to track and is user friendly for our employees.

Attached are the costs that were quoted from the 3 companies we looked at.

Please let us know if you have any additional questions.

PREPARED FOR

Finney County

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

July 24, 2017

July 24, 2017

Cheryl Carroll
Capital Improvements Program Coordinator
Finney County
311 N. 9Th Street
Garden City, KS 67846-5312

Dear Cheryl,

Thank you for your interest in our affordable suite of powerful, easy-to-use online tools and services that allow you to save money, increase efficiency, and improve services. We are dedicated to providing best in class solutions with top notch support and training. Our additional services are designed to help you maximize the value of your investment.

item	Term	Private Page 1	leves:Smant
MaintenanceEdge	4 months	600,000 Sq. Ft.	\$2,601.67
MaintenanceEdge - Quick Start	One-Time	600,000 Sq. Ft.	\$4,095.00
Capital Forecast	4 months	600,000 Sq. Ft.	\$1,393.33
Capital Forecast QuickStart	One-Time	600,000 Sq. Ft.	\$2,415.00

Investment: \$10,505.00 USD

Pricing for the first renewal term **1/1/2018-12/31/2018** is \$11,985.00

Quick Start

Online support and training is standard with each subscription and includes:

QuickStart is our product implementation service to accelerate time to value. A Dude Client Advisor provides the guidance you need to ensure a smooth transition and boost user adoption. This service includes goal setting, timeline planning, and online training sessions.

Support

- A live representative is happy to help Monday to Friday, excluding holidays, 8am 6pm ET. After hours inquiries will be responded to the next business day.
- Send us an email we answer 99% of our support emails within 1 hour.
- · Reach us instantly through our software with live chat!
- Best practices webinars and podcasts which share new trends, popular reports, and tips.
- Training review webcasts are a great resource for clients who need a refresher after their initial training, or for new employees that could benefit from a training session.



Dude University

We are committed to helping you build your knowledge, network and skills – and **University 2017** (https://dudesolutions.com/university) is the best training and professional development for operations management professionals. Join us for 3 days of intensive training where you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

Your registration also includes all of the following conference benefits and offerings, however you must book a hotel room independently as it is not included in this price.

- · Industry specific professional development and leadership workshops
- · Beginner and advanced solution training classes
- · Peer-led best practices roundtables and panel discussions
- · Hands-on solution training
- · Sunday Opening General Session & Motivational Keynote Speaker
- · Sunday Welcome Reception & Concert
- · Monday Affinity Breakfast & Conference Overview
- Monday & Tuesday Networking lunches
- · Tuesday Client Appreciation Dinner
- Facilities & Experiential Tours (https://facilitydude.com/images/uploads/resources/ 2017_Save_the_Date_1.pdf)

Tuition Only Registration \$795.00 (valid until April 14th, 2017) If University Tuition is not on this proposal, contact your sales rep to add it.

Policies:

Payment

- Registration fees must be paid in full before April 14, 2017.
- Written cancellations received by <u>university@dudesolutions.com (mailto:university@dudesolutions.com)</u> before April 14, 2017 receive a full refund. No refunds are issued after this date.
- Conference attendee substitutions will be accepted through April 14, 2017.

Terms of Service:

- Proposal has been prepared for Finney County
- Proposal expires in 60 days
- · Initial Term: 4 months
- Payment: Terms are net 30 days
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to <u>accounting@dudesolutions.com</u> (mailto:accounting@dudesolutions.com).
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- Pricing is based upon Dude Solutions, Inc. <u>standard online subscription agreement</u> (<u>http://dudesolutions.com/terms</u>)
- Although the terms of this document control, all other conditions of use can be found at: http://dudesolutions.com/terms (http://dudesolutions.com/terms)

(http://dudesolutions.com/terms)

(http://dudesolutions.com/terms)

Signature

Presented to:

Q-05357

March 03, 2017, 3:35:14 PM

Accepted by:



Finney County	Quote creation: 7/26/2017
101 W Maple St	Prepared by: Makayli Reeder
Garden City, KS 67846	

1. QUOTE

Finney County - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: 37,200

Public Works Applications and Services	Package Price	Billing
Public Works Package	\$7,000.00	Annual
Package includes:		
*Work Management		
*Facilities Management		
-Available on any computer, tablet, or mobile device using Chrome browser -Track assets such as HVAC, plumbing, electrical, elevators, etcWork orders for employee cost, inventory, and purchase orders -Maintenance schedules -Inventory management -Dashboard		
ANNUAL TOTAL	\$7,000.00	

Set up and data conversion	\$4,600.00 Once
Grand total due	\$11,600.00

1.1. Notes

- 1- Invoices for amount due will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- Invoices may be prorated upon customer request.
- 3- This quote is provided at the customer's request and is good for 30 days.
- 4- This quote cannot be disclosed or used to compete with other companies.





2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request. The services listed below may already be included in the quote in Section 1.

iWorQ Citizen Engagement - Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a self-service public portal and a mobile application for Android and iOS.	Price based on Population	Annual
iWorQ Fleet Management – Manage fleets effectively with work-order tracking, vehicle maintenance schedules, and custom fuel upload	Price based on Population	Annual
iWorQ Facilities Management – Manage facilities and track work orders, employee costs, and maintenance schedules.	Price based on Population	Annual
iWorQ Stormwater Management – Manage a MS4 system with work order tracking, maintenance history, and stormwater asset tracking.	Price based on Population	Annual
Asset Management – price based on assets to be tracked and centerline miles of pavement	Quote required	Annual
Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Premium Data Package- 25 MB file upload size and 100 GB total storage	\$1000	Annual
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com Fax: 1 (866) 379-3243

Mailing address:

Physical address:

PO Box 3784 Logan, UT 84323 1125 W. 400. N. Suite 102 Logan, UT 84321





3.2 Billing information

iWorQ will invoice Customer on an <u>annual</u> basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site were the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.





(Date)

5. SET-UP & BILLING INFORMATION

(Signature)

Primary Contact(s)	1	100-1	
Phone	Cell	Email	
5.2 Billing informa	ation		
Billing Contact	Phone	Cell	
Email	P1	refer to receive invoice by en	nail? Ye No
Billing Address			
City	Sta	te Zip _	·
PO#	(if required)	Tax exempt ID#	
	greement is based on the understa	nding and acknowledgement	of the terms and
conditions stated w	vithin this Service Agreement.		
		(Mobile)	(Email)

(Print Name & Title)



PROPOSAL



 PROPOSAL #
 MWLAQ2157

 DATE
 4/27/2017

Remit to

Flycast Partners PO Box 4194, Cedar Hill, Texas 75115

John Veesart County of Finney 311 N. 9th Street Garden City, KS 67846 USA

Phone: 620-272-3591 jveesart@finneycounty.org

ACCOUNT MANAGER	TERMS	P.O. NUMBER	EXPIRATION DATE
Martin Aube	Net 30		5/27/2017

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	BMC FootPrints Professional Services	\$2,295.00	\$4,590.00
1	Flycast Partners Discount	-\$600.00	-\$600.00

*Quote in US Funds. Taxes and expenses not included and billed separately unless specified in description, quote subject to management approval.

\$3,990.00

To accept this quotation, sign here and return:		

Thank you for this opportunity to submit our quotation for your review. At Flycast, we are technology professionals who make a difference in the lives of our clients by bringing people, processes, technology and business performance together to provide consistent and reliable support. We believe in providing an outstanding level of customer service and creating mutually beneficial relationships with our business partners and employees.



We won't let this happen to you.



Flycast Partners 3637 4th Street N, Suite 490 St. Petersburg, FL 33704

QUOTATION

Number

CTFKQ1125

Date

Jun 1, 2017

Sold To

County of Finney Marti Bremer P.O. Box 1268 Garden City, KS 67846

Phone (620) 272-3590

E-Mail mbremer@finneycounty.org

Ship To

County of Finney Marti Bremer P.O. Box 1268 Garden City, KS 67846

Phone (620) 272-3590

		entative (ucharski	P.O. Number	Expiration Date 9/1/2017	•	r ms : 30
Line	Qty		Description		Unit Price	Ext. Price
1	1	Track-It!	BMC Continuous Support		\$1,525.84	\$1,525.84
		Track-It! Track-It! Track-It!	Starter Pack Named Technician - 15 Concurrent Technician - 1 Self Service Users - 800 Audits - 50			
		Support ⁻	Term: November 28th 2017 - Novem	mber 27th 2018		

REMIT TO: FLYCAST PARTNERS 3637 4th Street N, Suite 490 St. Petersburg, FL 33704

APPROVED BY _____

Total USD- \$1,525.84

Thank you for this opportunity to submit our quotation for your review. At Flycast, we are technology professionals who make a difference in the lives of our clients by bringing people, processes, technology and business performance together to provide consistent and reliable support. We believe in providing an outstanding level of customer service and creating mutually beneficial relationships with our business partners and employe

PROPOSAL



 PROPOSAL #
 MWLAQ2153

 DATE
 4/22/2017

Remit to

Flycast Partners PO Box 4194, Cedar Hill, Texas 75115

John Veesart County of Finney 311 N. 9th Street Garden City, KS 67846 USA

Phone: 620-272-3591 jveesart@finneycounty.org

ACCOUNT MANAGER	TERMS	P.O. NUMBER	EXPIRATION DATE
Martin Aube	Net 30	5/22/2017	

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	Track-It! Concurrent Technician with 50 Self Service Users	\$1,133.00	\$6,798.00
1	Track-It! Named Technician with 50 Self Service Users	\$515.00	\$515.00
1	Track-It! Named Technician with 50 Self Service Users	\$515.00	\$515.00
1	Flycast Partners Discount	-\$782.80	-\$782.80
1	Continous Support - 12 Month Contract. *To be pro-rated with existing licenses at time of purchase.	\$1,409.04	\$1,409.04

*Quote in US Funds. Taxes and expenses not included and billed separately unless specified in description, quote subject to management approval.	TOTAL	\$8,454.24

To accept this quotation, sign here and return:		
To accept this quotation, sign here and retain.		

Thank you for this opportunity to submit our quotation for your review. At Flycast, we are technology professionals who make a difference in the lives of our clients by bringing people, processes, technology and business performance together to provide consistent and reliable support. We believe in providing an outstanding level of customer service and creating mutually beneficial relationships with our business partners and employees.



We won't let this happen to you.

IT infrastructure project overview.

Finney County Servers are 7+ years old. We are seeking approval to use multiple line items to fund this project. This project will refresh nearly all current systems, and put a more current, efficient system in place that will be easier to manage.

Bidder	Price	Notes
High Plains	153,919.34	Built as a complete turnkey package, includes install fees. Larger storage, and connects more easily for porting of current environment.
AOS	156,081.30 + installation based on AOS Rate Sheet.	Smaller overall design, no compatibility with the few legacy systems that must be kept. Installation and support would be separate contracts and costs.
Self Install	68,868.17	No support, all install and maintenance would need to be handled internally. Not enough staff to accomplish this.

District Coroner

25th Judicial District 911 North Main Street Garden City, KS 67846

Thomas L. Koksal, M.D. District Coroner Scott D. Booker, D.O. Deputy Nathan A. Strandmark, D.O. Deputy Jeremy Roderick, D.O. Deputy Bryan Stucky, M.D. Deputy

August 21, 2017

Mr. Randall Partington Finney County Administrator 311 Noth 9th Garden City, KS 67846

Dear Mr. Partington,

This letter is to announce my upcoming retirement from the practice of medicine, including my duties as District Coroner of the 25th Judicial District. The retirement will be effective at the end of the business day September 30, 2017. It has been an honor to serve the community as District Coroner, and I wish to thank the Finney County Commission for allowing me to have served in this roll.

My existing partners at Plaza Medical Center, Inc. as well as two new physicians who will join the group in September, have agreed to continue serving as coroners for the district if so designated.

Please relay this letter to the County Commission so that the appropriate succession documents may be produced.

Sincerely,

Thomas L. Koksal, M.D.

District Coroner

TLK/bb

DISTRICT CORONER AGREEMENT

THIS AGREEMENT, made and entered in	nto this da	ay of	, 2015,
by and between THE BOARD OF COUNTY	COMMISSIONERS	OF FINNEY	COUNTY,
KANSAS, acting for and on behalf of the 2:	5 th Judicial District,	hereinafter refe	erred to as
"DISTRICT", and THOMAS L. KOKSAL, M.D	., hereinafter referred	to as "CORON	ER".

In consideration of the mutual covenants and promises contained in this agreement, CORONER and DISTRICT agree as follows:

- 1. DISTRICT, pursuant to K.S.A. 22a-226, hereby appoints CORONER as the District Coroner, and CORONER hereby accepts such appointment. CORONER shall, prior to assuming duties of the office of District Coroner, take and subscribe an oath that he will faithfully, impartially, and to the best of his skill and ability discharge the duties of District Coroner.
- 2. Pursuant to K.S.A. 22a-227, the parties agree that DISTRICT shall pay to CORONER, as compensation for duties of District Coroner, the annual payment of Forty-Six Thousand Two Hundred and 00/100 Dollars (\$46,200), payable monthly in the amount of Three Thousand Eight Hundred Fifty and 00/100 Dollars (\$3,850) per month. In addition thereto, the District Coroner shall be entitled to authorize the payment of not more than One Hundred and 00/100 Dollars (\$100.00) per call for duties performed by Deputy District Coroners in the Judicial District, but outside of Finney County, Kansas. The invoices submitted by Deputy District Coroners within the Judicial District, but outside Finney County, Kansas, shall be reviewed and approved by the CORONER and then forwarded to the Finney County Clerk who shall reimburse said Deputy District Coroners directly.
- 3. Pursuant to K.S.A. 22a-228, CORONER may nominate one or more Deputy District Coroners, including all qualified members of Plaza Medical Center, Inc., who on appointment by the DISTRICT and qualification, will be authorized to act as Deputy District Coroners. As previously provided, Deputy District Coroners in the District, but acting outside Finney County, Kansas, are entitled to additional compensation as previously provided, but CORONER is entitled to no additional compensation for Deputy District Coroners acting in Finney County, Kansas.

4. CORONER shall be responsible to maintain and provide, upon request, to DISTRICT all records of the District Coroner and shall provide to the District, on a quarterly basis, the following:

CORONER CALLS

- Number of unattended death calls

- Number of violent death responses

- Number of suicide death responses

- Number of suspicious death responses

Reports

 Number of reports of Coroner filed with Clerk of District Court

- Number of autopsies requested by Coroner

 Number of autopsy reports filed with the Clerk of District Court

Clerk of District Court

- Number of court appearances by District Coroner

- 5. Pursuant to K.S.A. 22a-233, the fee for autopsies is not included in paragraph 2 above. The base compensation does not include the performance of any autopsies. The pathologist performing an autopsy shall be paid as provided in K.S.A. 22a-233 and 22a-242.
- 6. As part of the compensation provided for in paragraph 2 above, CORONER and Deputy District Coroner are not entitled to travel expenses provided for in K.S.A. 22a-228(b).
- 7. In addition to the compensation heretofore provided, the CORONER is entitled to additional compensation for holding and inquest. The CORONER shall be entitled to compensation at a rate of \$200.00 per hour for holding an inquest. Further, should CORONER or Deputy District Coroners be called to testify in any criminal proceeding by reason of being the District Coroner of Deputy District Coroner, the Coroner or Deputy District Coroner so testifying shall be allowed such additional fees as are awarded by the court pursuant to K.S.A. 22a-236.
- 8. This Agreement shall remain in full force and effect from the date first above written until December 31, 2019. Either party may terminate the agreement for any reason by providing written notice to the other party at least one hundred twenty (120) days prior to termination.

9. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, each part to this agreement has caused it to be executed on the date indicated below.

BOARD OF COMMISSIONERS OF FINNEY COUNTY, KANSAS
Duane Drees, Commission Chair
Dave Jones, Commissioner
Bill Clifford, MD, Commissioner
Lon E. Pishny, Commissioner
Larry Jones, Commissioner
THOMAS A. KOKSAL, M.D.

IMPORTANT MEETINGS/EVENTS

September – November

Labor Day, County offices closed on Monday, September 4th

County Commission Meeting Tuesday, September 5th at 8:30 AM County Admin.

Garden City Charity Classic September 8th – 10th Buffalo Dunes

91st Community Mexican Fiesta September 8th – 9th Downtown

Sales Tax Presentation Monday, September 11th at 7:00 PM Holcomb Recreation

SW KAC Conference Tuesday, September 12th (all day) Ford County

Fall Fest 2017 Saturday, September 16th (all day) Stevens Park

County Commission Meeting Monday, September 18th at 8:30 AM County Admin.

Finney County Library Board Monday, September 18th at 5:00 PM Library

Aging Board Meeting Tuesday, September 19th at 9:00 AM Senior Center

Candidates Forum Tuesday, September 19th at 6:00 PM GC Commission Room

Garden City Commissioners

Sales Tax Presentation Wednesday, September 20th Realtors Association

Finney County CVB Wednesday, September 20th at 2:30 PM Best Western Plus

Sales Tax Presentation Thursday, September 21st at 12:00 PM City Admin.
Builders Association

Candidates Forum Thursday, September 21st at 6:00 PM GC Commission Room School Board

Candidates Forum Thursday, September 21st at 7:30 PM GC Commission Room

GCCC Trustees

Sales Tax Presentation Tuesday, September 26th at 11:30 AM Senior Center

FCEDC Meeting Wednesday, September 27th at 7:30 AM City Admin.

KLPG Annual Meeting September 28th & 29th Clarion Inn

KAC Annual Conference November 14 – 16 Overland Park

2017 Crystal Apple Awards Thursday, November 16th at 6:30 PM



MEMORANDUM

TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017

RE: Executive Session - Non Elected Personnel

DISCUSSION:

Individual employee's performance discussed pursuant to KSA 75-4319 (b) (1)

RECOMMENDATION:

N/A



MEMORANDUM

TO: County Commission

THRU: Randy Partington, County Administrator

FROM:

DATE: September 5, 2017

RE: Next Commission Meetings - Monday, 9/18/2017 and Monday, 10/2/17

DISCUSSION:

Update on future meetings

RECOMMENDATION:

For Your Information