



COUNTY COMMISSION REGULAR AGENDA

Finney County, dedicated to its citizens, serving its taxpayers

COUNTY ADMINISTRATIVE CENTER

July 17, 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 07/10/2017 Regular Session Meeting

Approval of Accounts Payable to include the following: Payroll of 07/14/17 in the amount of \$274,131.53 and A/P invoices of 07/17/17 in the amount of \$400,662.76

Public Comment

Sales Tax Options

LEC Dispatch Room

Business Items

2018 Budget Workshop

Lewis, Hooper & Dick

Discussion of 2018 budget and setting of maximum budgets

SD#1 Delinquent Accounts

John Ellermann

Accounts that are delinquent in paying their bill for 90 days or more.

Board Governance

County Administrator Report

County Commissioner Reports

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

Adjournment



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: July 17, 2017
RE: Approval of Minutes from the 07/10/2017 Regular Session Meeting

DISCUSSION:

N/A

RECOMMENDATION:

Approval of Minutes



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: July 17, 2017
RE: Approval of Accounts Payable to include the following: Payroll of 07/14/17 in the amount of \$274,131.53 and A/P invoices of 07/17/17 in the amount of \$400,662.76

DISCUSSION:

N/A

RECOMMENDATION:

Approval of Accounts Payable



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: July 17, 2017
RE: Sales Tax Options

DISCUSSION:

The City of Garden City will be at the meeting to inform the commission about sales tax option that will be discussed on Tuesday, July 18th. One of the options is a county-wide 3/10 of a sales tax that would include the funding of the county's Jennie Barker road project. The City of Garden City memo regarding a potential Sales Tax Ballot is attached.

RECOMMENDATION:

Discussion

ATTACHMENTS:

Description

Potential 2017 Ballot

Option #1

Option #2

Option #3

Option #4

Option #5



CITY COMMISSION

MELVIN L. DALE,
Mayor

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

MEMORANDUM

TO: City Commission

FROM: Staff

DATE: July 12, 2017

RE: Potential Sales Tax Ballot options

Issue

The Governing Body is asked to consider options for a sales tax ballot issue.

Background

The Progression of the Topic at Previous Public Meetings

A joint meeting was held with the County Commissioners in early June 2017. The topic of sales tax was added because there had been some ideas raised at the grass roots level, by individual Commissioners and staff regarding potential future sales tax uses. The discussion at the joint meeting was limited to questions about the expiration of HorseThief Reservoir's .15 county sales tax. Two County Commissioners expressed an interest in pursuing a sales tax for economic development.

A sales tax pre-meeting topic was held prior to the June 20, 2017 City Commission regular meeting. Finance Director Hitz provided an overview of the existing sales tax increments and some comparative sales tax data for other Kansas Cities of the First Class. Discussion on the topic was encouraged to help give some collective direction as to what, if anything, the City Commission might like to see in the way of a future ballot issue. Opinions varied, but there was interest in having something more formal presented on the July 6th regular meeting agenda.

At the July 6th regular meeting, the City Commission gave staff direction as to what to prepare for further consideration at the July 18th regular meeting. Generally, there was consensus around considering an ordinance which authorized a November 2017 sales tax ballot issue which would levy a .25 cent general purpose sales tax for a period of 20 years that would be for purposes including, but not limited to, constructing and equipping a third fire station, constructing an indoor gun range, improvements to Lee Richardson Zoo, improvements to Garden City Regional Airport, and the operation expenses related to any of these improvements. A draft ordinance which would accomplish (from a ballot language perspective) what the City Commission directed at the July 6th meeting is attached for your review.

A Synopsis of Staff Work Completed Since the Last Public Meeting

Further analysis by staff as to the specific project construction costs and related operational costs of the gun range, zoo and airport improvements suggest the City Commission may want to revisit the topic and give further direction.



CITY COMMISSION

MELVIN L. DALE,
Mayor

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

The gun range estimate of \$2.5 million is, in the eyes of the architect, a number that doesn't offer much in the way of design savings. Staff asked for costs without the classroom and "bare bones" design. The response we received was that there may be some slight savings, but for the purpose of considering what will be included on a potential ballot issue we see no reason to use something other than \$2.5 million.

As for Lee Richardson Zoo improvements, the Primate Exhibit is estimated at approximately \$1.5 million and the Friends of Lee Richardson Zoo are nearing \$500,000 of funds raised. The contribution from this sales tax would be \$1,000,000. The Flamingo Exhibit is included on the Master Plan and is estimated at approximately \$500,000. The Animal Health Facility estimate has been increased to \$1,000,000 (the original \$450,000 estimate was very dated). The fourth project listed in the pre-meeting presentation, and included for many years in the CIP process is the moving of the main entrance to Seventh Street. There does not seem to be consensus support among zoo or community members on this facility design strategy, so staff is recommending that the "zoo improvements" on a ballot issue be limited to the primate exhibit, the flamingo exhibit and the animal health facility.

In reviewing the airport improvements with Airport Director Rachelle Powell, there would be some difficulty in giving a definition to the general ballot issue term "airport improvements." We do have a specific list of Airport Improvement Program projects which receive federal funding and that list changes from time to time as the City works with the Federal Aviation Administration. If "airport improvements" would stay in the ballot language, the public information shared to the community would need to clearly indicate that the proceeds of the tax would cover the City's local match to these improvements. Much of the City Commission's discussion at the last meeting talked about the merits of making improvements to the terminal or the desire to continue to grow the airport and have more flights and larger aircraft. A current AIP project is the design of alternatives for the Terminal. It won't be done in time for a November 2017 ballot and it is unclear if, or to what extent, any recommended improvement would qualify under the AIP program.

Staff also advises against suggesting as part of the public information around a sales tax ballot issue that increasing the holding area or overall size of the terminal can translate into additional flights or larger aircraft. That simply isn't the case. The aircraft industry is short pilots and planes. Passing a local sales tax doesn't change that. Director Powell has indicated that when Garden City Regional Airport has an opportunity to bring in larger aircraft, there will be a considerable corresponding increase in annual operational expenses that rival the annual operational expenses necessary to staff the third fire station.

In short, growing Garden City Regional Airport is unquestionably a long-standing community and Commission goal, but if it were on a sales tax ballot issue and the intent or messaging was around the size and serviceability of the terminal or commercial air service, it doesn't appear to be financially able to co-exist with the other projects.



CITY COMMISSION

MELVIN L. DALE,
Mayor

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

Furthermore, it functionally runs the risk of putting the City in a position of not being able to deliver what the voters approved.

The County Discusses a Sales Tax Ballot Issue

At their July 10, 2017 meeting, the Finney County Commission discussed the County 2018 Budget, Jennie Barker Road and their potential interest in a sales tax initiative (attached is the July 11, 2017 Garden City Telegram article on the meeting). Following the County Commission meeting, County Administrator Partington and City Manager Allen discussed the potential of the two entities coordinating or combining sales tax initiatives. Ideas were shared with respect to varying the range of projects/expenses, increments, and length. The two projects that County Administrator Partington indicated were of interest to the County Commission were funding for the balance of Jennie Barker Road and funding for some facility maintenance/efficiency upgrades at some County buildings. In the end, there was an agreed upon strategy to encourage the two Governing Bodies to jointly meet again, or to invite each other to one another's meetings over the next several weeks to see if there was mutual interest in a coordinated or combined sales tax ballot initiative. This agenda item cover memo is being sent to County Administrator Partington and being provided to the County Commission for that purpose. The City Manager and Vice-Mayor plan on attending their Monday County Commission board meeting and extend the invitation to attend Tuesday's City Commission meeting to participate in your discussion.

Alternatives

City staff has patterned the Alternatives section of this memo (and the corresponding attachments) around some different directions we see that you could take given the consensus from the last meeting, and the new information available to you now.

1. "July 6th consensus" - 20 year general purpose .25 cent City sales tax which would include funds for, but not limited to, constructing and equipping a third fire station, an indoor gun range, zoo improvements, airport improvements and related operating costs for each.
 - Sales Tax proceeds in each year could be used for the local match to the FAA AIP program. A terminal remodel or new construction is not determined and may or may not be within the wherewithal of this sales tax. This sales tax could not fully absorb the increased operational costs related to staffing and security requirements related to handling larger commercial aircraft.
 - Construction in the first year or two of the primate exhibit, flamingo exhibit and animal health facility.
 - Bond in the third year the Indoor Gun Range and Third Fire Station.
 - Operating costs for the fire department staffing increase begin in 2021. The Third Fire Station opens and becomes staffed and operational in 2022. (a forecasted operating deficit for the third fire station in the last years of the sales tax based on the assumptions used in the projection). The City Commission could move this timeline to a later year once the strategy with Garden City Regional Airport is clearer.



CITY COMMISSION

MELVIN L. DALE,

Mayor

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

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

2. "July 6th consensus, minus the airport – 20 year general purpose .25 cent City sales tax which would include funds for, but not limited to, constructing and equipping a third fire station, an indoor gun range, zoo improvements and related operating costs for each.
 - Construction in the first year or two of the primate exhibit, flamingo exhibit and animal health facility.
 - Issue temporary notes in the third year with permanent financing in year five in the form of a 15 year GO Bond for the Indoor Gun Range and Third Fire Station.
 - Operating costs for the fire department staffing increase begin in 2021. The Third Fire Station opens and becomes staffed and operational in 2022. (a forecasted operational deficit for the third fire station in the eighth year of the sales tax based on the assumptions used in this projection).
3. Same as Alternative 2, but longer delay opening the Third Fire Station. - Third Fire Station, Indoor Gun Range and Zoo improvements – 20 year general purpose .25 cent City sales tax.
 - Construction in the first five years of the Gun Range, Primate Exhibit, Flamingo Exhibit and Animal Health Facility.
 - Permanent financing in year one in the form of a 20 year GO Bond for the Indoor Third Fire Station.
 - Operating costs for the fire department staffing begin in 2023. The Third Fire Station opens and becomes staffed and operational in 2024 (a partial forecasted operational deficit upon opening the third fire station starts in 2025).
4. City Sales Tax, .35 Cent for 15 years.
 - Same scope of City projects plus Jennie Barker Road (6 M), a shorter (15 year) on the sales tax and ten year GO debt financing. The operating costs are covered by the sales tax until 2028.
 - The Third Fire Station opens in 2024.
5. Joint City and County option – Third Fire Station, Indoor Gun Range, Zoo improvements, and Jennie Barker Road (the full cost of bringing the rural section of the road to the urban design).
 - .30 cent sales tax
 - 15 years.
 - 10 year debt service on a GO Bond.
 - Holcomb piece is unobligated (Holcomb's share goes to City of Holcomb General Fund) which is approximately \$85,000.
 - City administers City and County portion.
 - Jointly created oversight board oversees uses and the City's accounting of the sales tax.
 - An interlocal agreement defines the use during and after the life of the sales tax for the shared space at the Third Fire Station (EMS).
 - The Third Fire Station opens in 2024 and the sales tax is projected to cover the full increase in operational costs for the remainder of the sales tax.



CITY COMMISSION

MELVIN L. DALE,
Mayor

ROY CESSNA

JANET A. DOLL

DAN FANKHAUSER

CHRIS LAW

MATTHEW C. ALLEN
City Manager

MELINDA A. HITZ, CPA
Finance Director

RANDALL D. GRISELL
City Counselor

Recommendation

The Staff requests Governing Body direction.

Fiscal Note

None

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

[illegible]

[illegible]

City of Garden City, Kansas
General Obligation Bonds
Series 2020 | \$9,500,000 - 10 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Bond Balance	Total P+I
11/01/2020	-	-	193,958.33	9,500,000.00	193,958.33
11/01/2021	810,000.00	3.500%	332,500.00	8,690,000.00	1,142,500.00
11/01/2022	840,000.00	3.500%	304,150.00	7,850,000.00	1,144,150.00
11/01/2023	865,000.00	3.500%	274,750.00	6,985,000.00	1,139,750.00
11/01/2024	900,000.00	3.500%	244,475.00	6,085,000.00	1,144,475.00
11/01/2025	930,000.00	3.500%	212,975.00	5,155,000.00	1,142,975.00
11/01/2026	960,000.00	3.500%	180,425.00	4,195,000.00	1,140,425.00
11/01/2027	995,000.00	3.500%	146,825.00	3,200,000.00	1,141,825.00
11/01/2028	1,030,000.00	3.500%	112,000.00	2,170,000.00	1,142,000.00
11/01/2029	1,065,000.00	3.500%	75,950.00	1,105,000.00	1,140,950.00
11/01/2030	1,105,000.00	3.500%	38,675.00	-	1,143,675.00
Total	\$9,500,000.00	-	\$2,116,683.33	-	\$11,616,683.33

Yield Statistics

Bond Year Dollars	\$60,476.67
Average Life	6.366 Years
Average Coupon	3.50000000%
Net Interest Cost (NIC)	3.50000000%
True Interest Cost (TIC)	3.4994768%
Bond Yield for Arbitrage Purposes	3.4994768%
All Inclusive Cost (AIC)	3.4994768%

IRS Form 8038

Net Interest Cost	3.5000000%
Weighted Average Maturity	6.366 Years

[illegible]

[illegible]

City of Garden City, Kansas
General Obligation Bonds
Series 2020 | \$9,500,000 - 15 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Bond Balance	Total P+I
11/01/2020	-	-	207,812.50	9,500,000.00	207,812.50
11/01/2021	485,000.00	3.750%	356,250.00	9,015,000.00	841,250.00
11/01/2022	500,000.00	3.750%	338,062.50	8,515,000.00	838,062.50
11/01/2023	520,000.00	3.750%	319,312.50	7,995,000.00	839,312.50
11/01/2024	540,000.00	3.750%	299,812.50	7,455,000.00	839,812.50
11/01/2025	560,000.00	3.750%	279,562.50	6,895,000.00	839,562.50
11/01/2026	580,000.00	3.750%	258,562.50	6,315,000.00	838,562.50
11/01/2027	600,000.00	3.750%	236,812.50	5,715,000.00	836,812.50
11/01/2028	625,000.00	3.750%	214,312.50	5,090,000.00	839,312.50
11/01/2029	650,000.00	3.750%	190,875.00	4,440,000.00	840,875.00
11/01/2030	675,000.00	3.750%	166,500.00	3,765,000.00	841,500.00
11/01/2031	700,000.00	3.750%	141,187.50	3,065,000.00	841,187.50
11/01/2032	725,000.00	3.750%	114,937.50	2,340,000.00	839,937.50
11/01/2033	750,000.00	3.750%	87,750.00	1,590,000.00	837,750.00
11/01/2034	780,000.00	3.750%	59,625.00	810,000.00	839,625.00
11/01/2035	810,000.00	3.750%	30,375.00	-	840,375.00
Total	\$9,500,000.00	-	\$3,301,750.00	-	\$12,801,750.00

Yield Statistics

Bond Year Dollars	\$88,046.67
Average Life	9.268 Years
Average Coupon	3.7500000%
Net Interest Cost (NIC)	3.75000000%
True Interest Cost (TIC)	3.7495579%
Bond Yield for Arbitrage Purposes	
All Inclusive Cost (AIC)	3.7495579%
IRS Form 8038	
Net Interest Cost	3.75000000%
Weighted Average Maturity	9.268 Years

[illegible]

[illegible]

City of Garden City, Kansas
General Obligation Bonds
Series 2018 | \$7,000,000 - 20 years

Debt Service Schedule

Date	Principal	Coupon	Interest	Bond Balance	Total P+I
11/01/2018	350,000.00	4.000%	140,000.00	6,650,000.00	490,000.00
11/01/2019	225,000.00	4.000%	266,000.00	6,425,000.00	491,000.00
11/01/2020	230,000.00	4.000%	257,000.00	6,195,000.00	487,000.00
11/01/2021	240,000.00	4.000%	247,800.00	5,955,000.00	487,800.00
11/01/2022	250,000.00	4.000%	238,200.00	5,705,000.00	488,200.00
11/01/2023	260,000.00	4.000%	228,200.00	5,445,000.00	488,200.00
11/01/2024	270,000.00	4.000%	217,800.00	5,175,000.00	487,800.00
11/01/2025	285,000.00	4.000%	207,000.00	4,890,000.00	492,000.00
11/01/2026	295,000.00	4.000%	195,600.00	4,595,000.00	490,600.00
11/01/2027	305,000.00	4.000%	183,800.00	4,290,000.00	488,800.00
11/01/2028	320,000.00	4.000%	171,600.00	3,970,000.00	491,600.00
11/01/2029	330,000.00	4.000%	158,800.00	3,640,000.00	488,800.00
11/01/2030	345,000.00	4.000%	145,600.00	3,295,000.00	490,600.00
11/01/2031	360,000.00	4.000%	131,800.00	2,935,000.00	491,800.00
11/01/2032	370,000.00	4.000%	117,400.00	2,565,000.00	487,400.00
11/01/2033	385,000.00	4.000%	102,600.00	2,180,000.00	487,600.00
11/01/2034	400,000.00	4.000%	87,200.00	1,780,000.00	487,200.00
11/01/2035	420,000.00	4.000%	71,200.00	1,360,000.00	491,200.00
11/01/2036	435,000.00	4.000%	54,400.00	925,000.00	489,400.00
11/01/2037	455,000.00	4.000%	37,000.00	470,000.00	492,000.00
11/01/2038	470,000.00	4.000%	18,800.00	-	488,800.00
Total	\$7,000,000.00	-	\$3,277,800.00	-	\$10,277,800.00

Yield Statistics

Bond Year Dollars	\$81,945.00
Average Life	11.706 Years
Average Coupon	4.00000000%
Net Interest Cost (NIC)	4.00000000%
True Interest Cost (TIC)	4.00000000%
Bond Yield for Arbitrage Purposes	4.00000000%
All Inclusive Cost (AIC)	4.00000000%

IRS Form 8038

Net Interest Cost	4.00000000%
Weighted Average Maturity	11.706 Years

[illegible]

[illegible]

City of Garden City, Kansas
General Obligation Bonds
Series 2021 | \$9,000,000 - 10 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Bond Balance	Total P+I
11/01/2021	-	-	-	9,000,000.00	-
11/01/2022	770,000.00	3.500%	315,000.00	8,230,000.00	1,085,000.00
11/01/2023	795,000.00	3.500%	288,050.00	7,435,000.00	1,083,050.00
11/01/2024	820,000.00	3.500%	260,225.00	6,615,000.00	1,080,225.00
11/01/2025	850,000.00	3.500%	231,525.00	5,765,000.00	1,081,525.00
11/01/2026	880,000.00	3.500%	201,775.00	4,885,000.00	1,081,775.00
11/01/2027	910,000.00	3.500%	170,975.00	3,975,000.00	1,080,975.00
11/01/2028	945,000.00	3.500%	139,125.00	3,030,000.00	1,084,125.00
11/01/2029	975,000.00	3.500%	106,050.00	2,055,000.00	1,081,050.00
11/01/2030	1,010,000.00	3.500%	71,925.00	1,045,000.00	1,081,925.00
11/01/2031	1,045,000.00	3.500%	36,575.00	-	1,081,575.00
Total	\$9,000,000.00	-	\$1,821,225.00	-	\$10,821,225.00

Yield Statistics

Bond Year Dollars	\$52,035.00
Average Life	5.782 Years
Average Coupon	3.50000000%
Net Interest Cost (NIC)	3.50000000%
True Interest Cost (TIC)	3.4941844%
Bond Yield for Arbitrage Purposes	3.4941844%
All Inclusive Cost (AIC)	3.4941844%
IRS Form 8038	
Net Interest Cost	3.50000000%
Weighted Average Maturity	5.782 Years

[illegible]

[illegible]

City of Garden City, Kansas
General Obligation Bonds
Series 2021 | \$9,000,000 - 10 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Bond Balance	Total P+I
11/01/2021	-	-	-	9,000,000.00	-
11/01/2022	770,000.00	3.500%	315,000.00	8,230,000.00	1,085,000.00
11/01/2023	795,000.00	3.500%	288,050.00	7,435,000.00	1,083,050.00
11/01/2024	820,000.00	3.500%	260,225.00	6,615,000.00	1,080,225.00
11/01/2025	850,000.00	3.500%	231,525.00	5,765,000.00	1,081,525.00
11/01/2026	880,000.00	3.500%	201,775.00	4,885,000.00	1,081,775.00
11/01/2027	910,000.00	3.500%	170,975.00	3,975,000.00	1,080,975.00
11/01/2028	945,000.00	3.500%	139,125.00	3,030,000.00	1,084,125.00
11/01/2029	975,000.00	3.500%	106,050.00	2,055,000.00	1,081,050.00
11/01/2030	1,010,000.00	3.500%	71,925.00	1,045,000.00	1,081,925.00
11/01/2031	1,045,000.00	3.500%	36,575.00	-	1,081,575.00
Total	\$9,000,000.00	-	\$1,821,225.00	-	\$10,821,225.00

Yield Statistics

Bond Year Dollars	
Average Life	\$52,035.00
Average Coupon	5.782 Years
	3.50000000%
Net Interest Cost (NIC)	
True Interest Cost (TIC)	3.50000000%
Bond Yield for Arbitrage Purposes	3.4941844%
All Inclusive Cost (AIC)	3.4941844%
	3.4941844%
IRS Form 8038	
Net Interest Cost	3.50000000%
Weighted Average Maturity	5.782 Years



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: July 17, 2017
RE: LEC Dispatch Room

DISCUSSION:

This is the energy performance contract from 360 Energy Engineers for the law enforcement center's dispatch area that was previously discussed in a commission meeting.

BACKGROUND:

The work specified in this contract is the area of the dispatch center that was determined by building maintenance to be an immediate concern that should not wait for the entire HVAC project.

ALTERNATIVES:

Approve the contract and allow for work in the dispatch area
Deny the contract and look for cheaper alternatives

RECOMMENDATION:

Approve the contract.

ATTACHMENTS:

Description
LEC Engineered savings

ENGINEERED SAVINGS CONTRACT

This Engineered Savings Contract (the “Contract”) is made and entered into as of this 17th day of July 2017, between Willdan Energy Solutions (“WES”), doing business as 360 Energy Engineers, and Finney County (“Customer”), for the purpose of installing certain energy or other operating cost saving equipment, described in SCHEDULE A (SCOPE OF WORK), and providing other services designed to save energy or other operating costs for the Customer’s property and buildings (the “Premises”).

RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving equipment and service designed to save costs at said Premises;

WHEREAS, WES has made an assessment of the energy consumption characteristics of the Premises and existing equipment;

WHEREAS, Customer desires to retain WES to purchase, install and service certain equipment of the type or class described in SCHEDULE A (SCOPE OF WORK), attached hereto and made part hereof and to provide other services for the purpose of achieving cost reductions within Premises, as more fully set forth herein; and

WHEREAS, Customer is authorized under the Constitution and the laws of the State of Kansas to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and WES hereto covenant and agree as follows:

SECTION 1 ENERGY MANAGEMENT PLAN

Section 1.1 Plan Details: WES has completed an Investment Grade Audit of Customer’s Premises. A copy of the report resulting from the Investment Grade Audit has been provided to Customer.

Section 1.2 Attachments, Schedules, Exhibits and Appendices: WES has prepared and Customer has approved and accepted the Schedules as set forth below, copies of which are attached hereto and made parts of this Contract by reference.

Schedules

SCHEDULE A. SCOPE OF WORK

SCHEDULE B. COMPENSATION TO WES

SCHEDULE C. SAVINGS GUARANTEE

SCHEDULE D. ADDITIONAL RESPONSIBILITIES

Exhibits

EXHIBIT 1. CERTIFICATE OF ACCEPTANCE – PROJECT COMPLETION

SECTION 2 ENERGY USAGE RECORDS AND DATA

Customer has furnished or shall furnish (or cause its energy suppliers to furnish) to WES, upon its request, all of its records and complete data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twenty-six (26) month period; utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized. If requested, Customer shall also provide any prior energy audits of the Premises, and copies of Customer’s financial statements and records related to energy usage and operations for said 26-month period at said Premises, and shall make agents and employees familiar with such records available for consultations and discussions with WES.

SECTION 3 COMMENCEMENT DATE AND TERMS

Section 3.1 Commencement Date: The effective date of this agreement is the date of agreement’s last signature.

Section 3.2 Construction and Installation Period: The Construction and Installation Period will be a term of no longer than 100 days, beginning on the Commencement Date.

SECTION 4 PAYMENTS TO WES

- Section 4.1 Energy Savings Guarantee: WES has formulated the estimated annual level of energy and operations savings to be achieved as a result of the installation and operation of the equipment and provision of services provided for in this Contract, as specified in SCHEDULE A (SCOPE OF WORK).
- Section 4.2 WES Compensation and Fees: WES's fees and compensation are set forth in SCHEDULE B (COMPENSATION TO WES).
- Section 4.3 Billing Information Procedure: Payments due to WES shall be calculated each month and paid in accordance with SCHEDULE B (COMPENSATION TO WES).
- Section 4.4 Payment: Customer shall pay WES within 30 days of receipt of WES's application for payment.
- Section 4.5 Effective Date of Payment Obligation: See SCHEDULE B (COMPENSATION TO WES).

SECTION 5 FISCAL FUNDING

- Section 5.1 Non-appropriation of Funds: In the event no Customer or other funds or insufficient Customer or other funds are appropriated and budgeted, and funds are otherwise unavailable by any means whatsoever in any fiscal period for which payments are due WES under this Contract, then the Customer will, not less than 30 days prior to the end of such applicable fiscal period, in writing, notify WES of such occurrence and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the Customer of any kind whatsoever, except as to the portions of payments herein agreed upon for which Customer and/or other funds shall have been appropriated and budgeted or are otherwise available.

SECTION 6 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

- Section 6.1 Construction Schedule: Construction and equipment installation shall proceed in accordance with the construction period in SECTION 3 (COMMENCEMENT DATE AND TERMS). A detailed schedule of construction will be submitted to Customer following Commencement of this agreement. This schedule will be updated to reflect ongoing progress on the Project.
- Section 6.2 Systems Startup and Equipment Commissioning: WES shall conduct a thorough and systematic performance test of each element and total system of the installed equipment in accordance with the procedures specified in SCHEDULE D.1 (System Start-up & Commissioning) and prior to acceptance of the project by Customer. WES shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by WES and/or manufacturers of the equipment. WES shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that may be observed during system commissioning procedures.

SECTION 7 EQUIPMENT WARRANTIES

WES covenants and agrees that all equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. WES further agrees to deliver to Customer written equipment and workmanship warranties for inspection and approval. WES will pursue rights and remedies against manufacturer and supplier of the equipment under the warranties in the event of equipment malfunction or improper or defective function, and defects in parts, workmanship and performance, to notify the Customer whenever defects in equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by WES. The cost of any risk of damage, damage to the equipment and its performance, including damage to property and equipment of the Customer or the Premises, due to WES's failure to exercise its warranty rights shall be borne solely by WES.

All warranties shall be transferable and extend to the Customer. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All warranties required hereunder shall be in force for a minimum of one year beginning on the date of Substantial Completion of the Work or designated portion thereof.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve WES from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

SECTION 8 TRAINING BY WES

WES shall conduct the training program described in SCHEDULE D.3 (WES Maintenance Responsibilities) hereto. The training specified in SCHEDULE D.5 (Training Requirements) must be completed prior to acceptance of the equipment installation. WES shall provide ongoing training whenever requested by Customer with respect to updated or altered equipment, including upgraded software. The fee for such training shall be provided at no charge to the Customer.

SECTION 9 PERMITS AND APPROVALS; COORDINATION

- Section 9.1 Permits and Approvals: Customer shall use its best efforts to assist WES in obtaining all necessary permits and approvals for installation of the Equipment. In no event shall Customer, however, be responsible for payment of any permit fees. The equipment and the operation of the equipment by WES shall at all times conform to all federal, state and local code requirements. WES shall furnish copies of each permit or license which is required to perform the work to the Customer before WES commences the portion of the work requiring such permit or license.
- Section 9.2 Coordination During Installation: The Customer and WES shall coordinate the activities of WES's equipment installers with those of the Customer, its employees, and agents. WES shall not commit or permit any act which will interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

SECTION 10 PERFORMANCE BY WES

WES shall perform all tasks/phases under the Contract, including construction, and install the Equipment in such a manner so as not to harm the structural integrity of the buildings or their operating systems. WES shall repair and restore to its original condition any area of damage caused by WES's performance under this Contract. The Customer reserves the right to review the work performed by WES and to direct WES to take certain corrective action if, in the opinion of the Customer, the structural integrity of the Premises or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by WES's performance of the work shall be borne by WES.

WES shall remain responsible for the professional and technical accuracy of all services performed, whether by WES or its subcontractors or others on its behalf, throughout the term of this Contract.

SECTION 11 OWNERSHIP

- Section 11.1 Ownership of Certain Proprietary Property Rights: Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Equipment. WES shall grant to the Customer a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the Customer to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.
- Section 11.2 Ownership of Existing Equipment: Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by WES pursuant to this Contract. If applicable, WES shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within 30 days designate in writing to WES which equipment and materials that should not be disposed of off-site by WES. It is understood and agreed to by both Parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. WES shall be responsible for the disposal of all equipment and materials designated by the Customer as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.
- Section 11.3 New Equipment: All new equipment or materials supplied to the Customer shall become the property of the Customer.

SECTION 12 LOCATION AND ACCESS

Customer shall provide sufficient space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the Premises for WES to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by WES and acceptable to the Customer. WES's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

SECTION 13 EQUIPMENT SERVICE

- Section 13.1 Actions by WES: WES shall provide all service, repairs, and adjustments to the Equipment Installed under terms of this Contract pursuant to SCHEDULE D.3 (WES Maintenance Responsibilities). Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in SCHEDULE B (COMPENSATION TO WES) provided, however, that when the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer or any employee or other agent of Customer, and WES can so demonstrate such causal connection, WES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

- Section 13.2 Malfunctions and Emergencies: Customer shall use its best efforts to notify WES or its designee(s) within 24 hours after the Customer's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation.
- Section 13.3 Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall notify WES within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. WES shall respond or its designee(s) shall respond within twenty-four (24) hours to promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within three business days by written notice to WES from Customer.
- Section 13.4 Actions by Customer: Customer shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of WES except as set forth in SCHEDULE D.4 (Customer Maintenance Responsibilities). Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify WES before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by WES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof which may in any way affect the operation or maintenance of the Equipment.

SECTION 14 UPGRADING OR ALTERING THE EQUIPMENT

WES shall at all times have the right, subject to Customer's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the equipment or implement other energy saving actions in the Premises, provided that:

- (i) Such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable WES to achieve the energy savings at the Premises and;
- (ii) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of WES.

All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall be new and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. WES shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 11.1 (Ownership of Certain Proprietary Rights). All replacements of and alterations or additions to the Equipment shall become part the Equipment described in SCHEDULE A (SCOPE OF WORK) and shall be covered by the provisions and terms of SECTION 6 (CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL).

SECTION 15 INDEMNIFICATION

- Section 15.1 WES shall be responsible for (i) any damage to the Equipment or other property on the Premises and (ii) any personal injury where such damage or injury occurs as a result and to the extent of WES's negligence or other wrongful conduct in its performance under this Contract.
- Section 15.2 WES shall save and hold harmless Customer and its officers, agents and employees or any of them from any and all claims, demands, actions or liability of any nature based upon or arising out of WES's negligence or other wrongful conduct in any services performed by WES, its agents or employees under this Contract.

SECTION 16 CONDITIONS BEYOND CONTROL OF THE PARTIES

If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of Nature, insurrections or riots, or similar events, this Contract shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the performing party, in which event neither party shall have any further liability to the other.

SECTION 17 EVENTS OF DEFAULT

- Section 17.1 Events of Default by Customer: Each of the following events or conditions shall constitute an "Event of Default" by Customer:
- (i) any failure by Customer to pay WES any sum due for a service and maintenance period of more than 30 days after written notification by WES that Customer is delinquent in making payment and provided that WES is not in default in its performance under the terms of this Contract; or

- (ii) any other material failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty days after notice to Customer demanding that such failures to perform be cured or if such cure cannot be effected in thirty days, Customer shall be deemed to have cured default upon the commencement of a cure within thirty days and diligent subsequent completion thereof;
- (iii) any representation or warranty furnished by Customer in this Contract which was false or misleading in any material respect when made.

Section 17.2 Events of Default by WES: Each of the following events or conditions shall constitute an “Event of Default” by WES:

- (i) any representation or warranty furnished by WES in this Contract is false or misleading in any material respect when made;
- (ii) failure to furnish and install the Equipment and make it ready for use within the time specified by this Contract as set forth in SCHEDULE A (SCOPE OF WORK) and SECTION 3 (COMMENCEMENT DATE AND TERMS);
- (iii) any failure by WES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within 30 days after written notice by the Customer to WES demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;
- (iv) any lien or encumbrance upon the equipment by any subcontractor, laborer or material man of WES;
- (v) the filing of a bankruptcy petition whether by WES or its creditors against WES which proceeding shall not have been dismissed within 30 days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of WES;

SECTION 18 REMEDIES UPON DEFAULT

Section 18.1 Remedies upon Default: All disputes shall be submitted to the individuals listed in SECTION 30 (NOTICE) for resolution. In the event that a remedy acceptable to both Customer and WES cannot be found, either party may seek remedy as outlined in SECTION 19 (MEDIATION).

SECTION 19 MEDIATION

Section 19.1 Any Claim arising out of or related to the Contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

Section 19.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Section 19.3 The parties shall share the mediator's fee and any filing fees equally.

Section 19.4 The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Section 19.5 Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTION 20 REPRESENTATIONS AND WARRANTIES

Each party warrants and represents to the other that:

- (i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- (ii) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

- (iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 21 ADDITIONAL REPRESENTATIONS OF THE PARTIES

Customer hereby warrants, represents and promises that it has provided or shall provide timely to WES, all records relating to energy usage and energy-related maintenance of Premises requested by WES and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects.

WES hereby warrants, represents and promises that:

- (i) before commencing performance of this Contract, it shall have become licensed or otherwise permitted to do business in the State of Kansas;
- (ii) it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;
- (iii) it shall use qualified subcontractors and delegates, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;
- (iv) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

SECTION 22 WAIVER OF LIENS

All property of the Customer is exempt from attachment and levy. WES shall obtain lien waivers and releases from all subcontractors at each time of invoice over the course of the construction.

SECTION 23 COMPLIANCE WITH LAW AND STANDARD PRACTICES

Section 23.1 GENERAL – WES shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Customer relative to the Premises. WES shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

Section 23.2 BONDING – WES shall provide all bonds as required by K.S.A. 60-1111. Bonds will be provided by WES to the Clerk of the District Court in Finney County, KS.

Section 23.3 INSURANCE – WES maintains liability insurance and worker's compensation insurance. WES will make proof of insurance and/or certificates of insurance available for Customer to review if desired.

SECTION 24 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties hereto agree that WES, and any agents and employees of WES, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the Customer.

SECTION 25 NO WAIVER

The failure of WES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of WES or Customer.

SECTION 26 SEVERABILITY

In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

SECTION 27 COMPLETE CONTRACT

This Contract, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Contract shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the parties hereto.

SECTION 28 FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

SECTION 29 APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of Kansas.

SECTION 30 NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO WES:

360 Energy Engineers
Attention: Aaron Etzkorn, Director of Operations
730 New Hampshire, Suite 203
Lawrence, KS 66044

TO CUSTOMER:

Finney County
Attention: Randy Partington, County Administrator
311 N. Ninth St., P.O. Box M
Garden City, KS 67846

SECTION 31 HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

SECTION 32 BONDS

Any and all bonds obtained by WES for this project shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services, efficiency guarantees, and any other part of this Contract and the Contract Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment, or for work to be accomplished by the Customer.

SECTION 33 INSURANCE

WES shall procure and maintain in effect insurance coverage in amounts not less than the following.

- Section 33.1 Workers' Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.
- Section 33.2 Commercial General Liability Insurance for personal and bodily injury, including death, and property damage with limits not less than \$1,000,000 combined single limit each occurrence and \$2,000,000 general aggregate.
- Section 33.3 Automobile Liability Insurance for personal and bodily injury, including death and property damage in the amount of not less than \$1,000,000 per occurrence.
- Section 33.4 Professional Liability Insurance for damages incurred by reason of any negligent act, error or omission committed by WES in performing professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
- Section 33.5 Builders All-Risk Insurance: WES, at Customer's expense, shall maintain "All Risk Insurance" for all equipment, and property obtained by or for WES which is to become a part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. WES shall also be responsible for insuring Subcontractor's owned, rented, or borrowed equipment.

WES will provide Customer with certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage shall not be canceled except with at least thirty days prior written notice to Customer, ten days' notice if cancellation is due to nonpayment of premium. Should this occur, WES shall procure and furnish to Customer prior to such effective date new certificates conforming to the above coverage requirement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized officers on the date first below written.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

SCHEDULE A. SCOPE OF WORK

Equipment Installed by WES:

A comprehensive scope of work to be provided by WES in conjunction with this Contract is provided in the documents titled and dated below. The Projects identified in the following Sections of this Schedule are the entire Scope of Work to be performed as part of this Contract. The Projects outlined in this Schedule represent the entire Scope of Work of this Contract.

1. New, stand-alone variable refrigerant flow (VRF) system to serve the basement Dispatch areas, with separate temperature control in the UPS room (off the Judge's Office), main operations room, office and break room.
2. New, stand-alone inverter-driven split DX system to condition the Dispatch Server Room.
3. The outdoor condensing units serving the previously mentioned areas will be located outside on the southeast corner of the building near the communications tower on new concrete pad and chain link fencing.
4. New, stand-alone inverter-driven split DX system to condition the main level Records Server Room. The outdoor unit will be located on the roof.
5. The new HVAC systems will be viewable and points controllable through the existing BAS controls front end.
6. New electrical power on emergency backup will be provided for all the new equipment.

Work Excluded:

1. General
 - a) Sales taxes are excluded from the project. Owner will assist WES in securing project exemption certificate.
 - b) Abatement of asbestos and other hazardous materials are not included in the scope of work. This work is to be performed under a separate contract by the Owner in a timely manner.
 - c) Temporary conditioning of occupied spaces is excluded. Existing HVAC equipment is intended to be kept in operation to provide conditioning of spaces where possible.
 - d) Specific areas of the building not included in project scope.
 - e) Landscaping beyond reseeding of damaged or disturbed earth.
2. Mechanical/Controls
 - a) IT infrastructure and IT support:
 - (1) Option 1 - Owner to provide IT support to assist in connection of controls remote access interface.
 - (2) Option 2 – Project to use existing data architecture in place, owner to provide IT support to assist in connection of controls remote access interface.
 - b) Expansion of fire panel to accommodate added points.

Time:

WES and Customer will work together to develop construction schedules that minimize disruption to Customer operations while allowing for completion of Scope of Work in a timely fashion. All construction will be completed in accordance with SECTION 3 (COMMENCEMENT DATE AND TERMS).

Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the construction timeframe in SECTION 3 (COMMENCEMENT DATE AND TERMS).

SCHEDULE B. COMPENSATION TO WES

Total compensation from Customer to WES shall be \$258,774. A detailed description of the components of this compensation is provided below.

Law Enforcement Center		Finney County		
Turn-key Project	Cost	Energy Savings	Maintenance/Operational Savings	Total Annual Savings
Dispatch & Server Rooms :: Independent HVAC Systems (incl. controls)	\$258,774	\$176	\$8,500	\$8,676

1. CHANGES IN THE CONTRACT SUM:

- a) Any overage in the cost of the Scope of Work in SCHEDULE A (SCOPE OF WORK) shall be the responsibility of WES.
- b) Changes to the contract sum are warranted for, but are not limited to: Hazardous materials, additions or modifications to the Scope of Work, and Differing Site Conditions as defined in SCHEDULE D - ADDITIONAL RESPONSIBILITIES, I.EXHIBIT 1.6 - Differing Site Conditions. All additional costs associated with these items shall be the responsibility of Customer.

2. PAYMENT PROCEDURES

- a) Project Mobilization: The initial Application for Payment shall include all project development and engineering expenses, as well as 10 percent of the remaining total compensation to allow for mobilization of WES and subcontractors.
- b) Progress Payments: WES shall provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer shall make payment in the manner and within the time provided in Section 4.4. Until the Project is complete, as identified as a line item in the Schedule of Values, Customer will pay ninety percent (90%) of the amount due to WES on account of progress payments. This 10% retention shall be paid in conjunction with Acceptance of Project Completion for each Project identified in the Schedule of Values, which shall not be unduly withheld.
- c) Schedule of Values: WES will prepare and submit a complete schedule of values along with initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual projects for the purposes of Progress Payments, Project Completion, and withholding of retention amounts.
- d) Final Payment Application: After completing all project closeout requirements, WES will submit final Application for Payment with supporting documentation not previously submitted and accepted, including, but not limited, to evidence that each item has been completed or otherwise resolved from the Customer's Punch List. Customer will perform the final inspection as called for after being notified of Project Completion by WES.
- e) Failure of Payment: If the Customer does not pay WES within seven days after the date established in Section 4.4, then WES may, upon written notice to the Customer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the WES's reasonable costs of shut-down, delay and start-up, plus interest.

SCHEDULE C. SAVINGS GUARANTEE

1. WES guarantees that Customer will save \$8,767 annually during a 30-year Guarantee Term.
2. Customer and WES agree that energy savings of \$176 annually is achieved as guaranteed at the Law Enforcement Center. No further tracking or monitoring of this savings shall take place.
3. Customer and WES agree that annual direct maintenance savings and annualized operational savings in the amount of \$8,500 is achieved as guaranteed. No further tracking or monitoring of this savings shall take place.

SCHEDULE D. ADDITIONAL RESPONSIBILITIES

1. System Start-up & Commissioning
 - a) WES will perform start-up and commissioning services for all equipment installed.
2. Operating Parameters of Installed Equipment
 - a) WES will provide operating parameters in the Operation and Maintenance Manuals. These manuals will be provided to customer prior to Project Completion.
3. WES Maintenance Responsibilities
 - a) WES is not responsible for performance of any maintenance on Equipment or Premises.
4. Customer Maintenance Responsibilities
 - a) Customer is required to perform all necessary maintenance as recommended by the manufacturer in the Operation and Maintenance manuals (to be provided upon Project Completion) for equipment installed as part of this Contract, as well as all additional equipment that will continue to operate in Customer facilities.
5. Customer Information Technology Responsibilities
 - a) Customer is responsible for providing a working WAN infrastructure connecting multiple buildings and configuring it for connecting new internet-based building control system, accessible via standard web-browser from inside and outside the Customer's network.
 - b) Customer is responsible for providing network connection(s) (cables and switches), open ports and IP addresses for connection of building control system's web server to Customer's network for internet accessibility.
 - c) Customer shall engage their IT representative familiar with the Customer's network to work with WES and its subcontractors to establish IP addresses and communications to assure proper operation of the building control system with the Customer's wide area network.
6. Differing Site Conditions
 - a) The conditions at the site are the property of the Customer regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Customer and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. WES shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Customer agrees to indemnify, including all costs and fees, and hold WES harmless from all claims for Differing Site Conditions.
7. Training Requirements
 - a) WES will provide up to eight (8) hours of dedicated training prior to Project Completion to ensure proper understanding of installed systems. Additional training will be provided at no additional cost until Project Completion as deemed necessary by Customer and WES.

EXHIBIT 1. CERTIFICATE OF ACCEPTANCE – PROJECT COMPLETION

This is to certify that a final inspection of the Project has been conducted jointly by WES and Finney County, and that the parties have determined that the Project has been fully completed in accordance with the Contract Documents. All guarantees and warranties that have not commenced previously shall commence as of the date of completion below.

Customer accepts the Project as being fully completed and assumes responsibility for maintenance, custodial care, and utilities for the premises. WES remains responsible to correct errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Date _____

Date _____



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM:
DATE: July 17, 2017
RE: 2018 Budget Workshop

DISCUSSION:

Review of budget requests.

RECOMMENDATION:

N/A

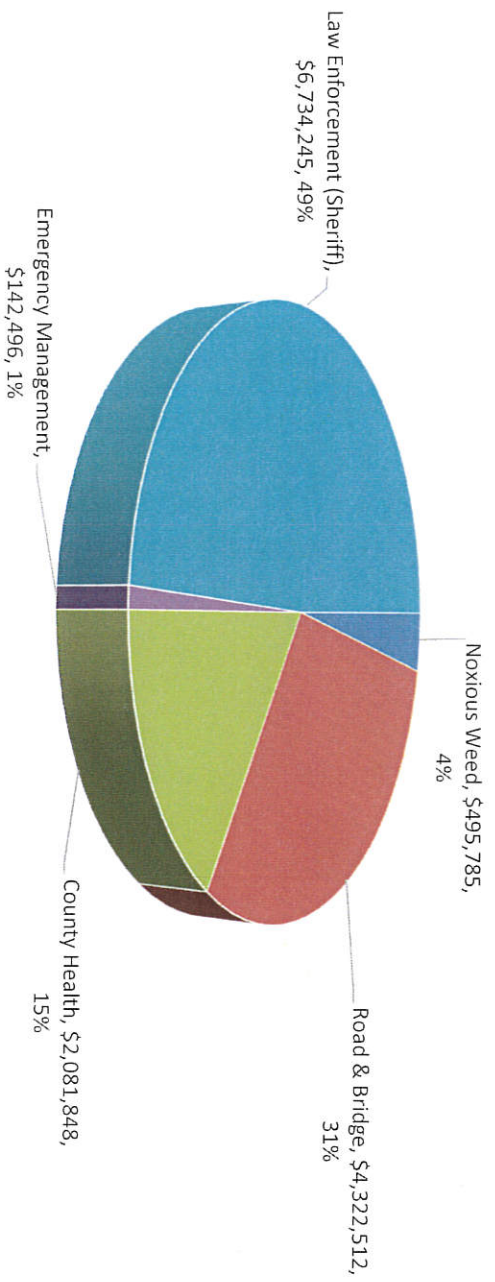
ATTACHMENTS:

Description
Department Summary

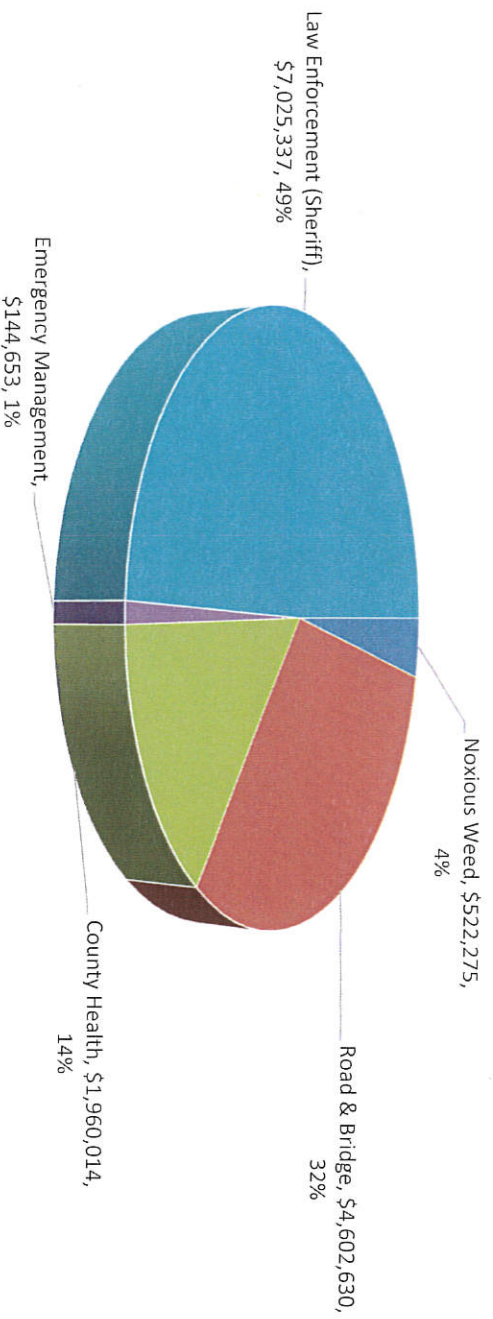
Department	2017 Budget	2018 Request	Change	Comments
General Administration	\$1,970,616	\$1,989,616	\$19,000	Contractual increase for unknown costs (utilities, legal fees, etc.)
County Commissioners	\$103,276	\$100,560	-\$2,716	
County Administrator	\$438,425	\$440,933	\$2,508	
County Treasurer	\$595,347	\$555,822	-\$39,525	Offered to reduce added position to save \$42,773
County Clerk	\$403,271	\$371,073	-\$32,198	
Register of Deeds	\$189,203	\$189,724	\$521	
Computer Support Services	\$598,495	\$619,147	\$20,652	Capital \$30,000, offered to cut
County Appraiser	\$672,261	\$691,570	\$19,309	Capital \$25,400, offered to cut
Building Maintenance	\$903,639	\$1,387,294	\$483,655	HVAC Capital \$500,000. Offered to cut 1 position, saving \$50,500.
Fair Grounds	\$608,436	\$591,113	-\$17,323	Capital items can be removed for reserve fund use (\$41,000)
GIS	\$80,000	\$80,000	\$0	Allocation to their non tax levy fund, not full operating cost
EMS	\$1,660,973	\$1,668,413	\$7,440	Offered to reduce the \$25,000 in capital for ambulance transfer
Noxious Weed	\$495,785	\$522,275	\$26,490	Capital of \$35,000 for truck (\$69,922 in capital reserves)
Road & Bridge	\$4,322,512	\$4,602,630	\$280,118	Transfers to special funds increased by \$200,000. Offered \$35,000 in cuts
County Health	\$2,081,848	\$1,960,014	-\$121,834	
Emergency Management	\$142,496	\$144,653	\$2,157	
Law Enforcement (Sheriff)	\$6,734,245	\$7,025,337	\$291,092	Increase of 2 new positions, including new cars for the positions
County Attorney	\$1,812,243	\$1,864,058	\$51,815	Funding for entire IT position versus 1/2 position in 2017
Youth Services Division	\$200,039	\$213,560	\$13,521	Can reduce staff by 1, saving \$42,000
District Court	\$915,405	\$1,015,000	\$99,595	Capital of \$177,000 (\$92,000 increase) Offered cuts of \$42,300 in various areas.
25th Judicial District	\$100,800	\$108,000	\$7,200	Capital of \$25,500 (\$13,500 increase)
Juvenile Detention	\$449,345	\$437,037	-\$12,308	Allocation to their non tax levy fund, not full operating cost
Employee Benefit (Health Insurance)	\$5,420,776	\$5,665,776	\$245,000	Health Insurance coverage
Sub-total	\$30,899,436	\$32,243,605	\$1,344,169	
Ag Extension	\$182,500	\$182,500	\$0	
Soil Conservation	\$34,000	\$30,000	-\$4,000	
City on a Hill	\$0	\$10,000	\$10,000	First year of a request
CASA	\$12,000	\$10,000	-\$2,000	
Mental Health (Compass)	\$150,000	\$205,000	\$55,000	
Animal Shelter	\$25,000	\$25,000	\$0	
Economic Development	\$30,000	\$30,000	\$0	
Economic Development Incentive	\$120,000	\$125,000	\$5,000	Added in 2017 to give FCEDC more than the .25 mill levy
Economic Development	\$119,615	\$128,879	\$9,264	In 2017, being used for Comprehensive Plan update
State Payment	\$5,000	\$5,000	\$0	Mill levy of .25 mill (see Resolution)
Aging	\$297,000	\$375,000	\$78,000	Mill levy maximum of 1 mill (see Resolution)
Historical Museum	\$210,000	\$210,000	\$0	
Library Maintenance	\$910,228	\$910,228	\$0	Mill levy maximum of 1.9 mills (see Resolution)
Intellectual Disability Services	\$190,000	\$363,402	\$163,402	Mill levy maximum of 1 mill (see Resolution)
Sub-total	\$2,285,343	\$2,600,009	\$314,666	
Total	\$33,184,779	\$34,843,614	\$1,658,835	

State Mandated Services per KAC handout
Agencies with a Resolution indicating a tax levy

State Mandated Services 2017



State Mandated Services 2018



RESOLUTION NO. *11-76*

WHEREAS, the Board of County Commissioners of Finney County, Kansas, have received a petition signed by a sufficient number of electors of Finney County, Kansas requesting the following question be submitted to the registered voters of Finney County, Kansas at the General Election November 2, 1976.

SHALL AN ANNUAL TAX OF NOT MORE THAN 1 MILL BE LEVIED IN FINNEY COUNTY, KANSAS, TO FUND A SERVICE PROGRAM FOR THE ELDERLY?"

WHEREAS, the Board of County Commissioners and County Election Officer of Finney County, Kansas, have examined said Petition and have accepted said Petition as sufficient under the provision of Kansas Statutes Annotated 12-1680 1976 Supp.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Finney County, Kansas that the question "SHALL AN ANNUAL TAX OF NOT MORE THAN 1 MILL BE LEVIED IN FINNEY COUNTY, KANSAS, TO FUND A SERVICE PROGRAM FOR THE ELDERLY?" be submitted to a vote of the electors of Finney County, Kansas on the 2nd day of November, 1976.

Passed, approved, and adopted by the Board of County Commissioners of Finney County, Kansas, this 16th day of August, 1976.

Robert Buerkle
Robert Buerkle, Chairman

Larry Goss
Larry Goss, Member

Gregory H. Shaw
Gregory H. Shaw, Member

ATTEST:

Carol Brown
Carol Brown, County Clerk

RESOLUTION NO. 8-71

A RESOLUTION TO PROVIDE FOR MENTAL RETARDATION SERVICES PURSUANT TO KANSAS STATUTES ANNOTATED 19-4004.

BE IT RESOLVED, that the Board of County Commissioners of Finney County, Kansas, does hereby establish and authorize the levy of an annual tax on all tangible property in Finney County, Kansas, which tax shall not exceed the sum of 1.00 mill, which is less than the limitation as set forth in Kansas Statutes Annotated 79-1947, the revenues from which shall be to provide Mental Retardation Services.

BE IT RESOLVED, that a copy of this resolution shall be published in a newspaper of general circulation in the county in order that notice of intent of the Board of County Commissioners of Finney County, Kansas, to make such levy shall be given to all concerned, and furthermore to give notice that if a petition signed by five percent (5%) of the electors of the county shall file a protest petition within sixty (60) days of the date of such publication, a proposition will be submitted at an election called for that purpose in the county for approval of the levy; if such proposition is approved or if no sufficient protest is made, then the Board of County Commissioners of Finney County, Kansas, will make the levy of such tax, but if a sufficient protest is made and such proposition is not approved, the levy will not be made. If such proposition is approved or if no sufficient protest is made, the revenues derived from the levy of such tax shall be obtained and used in the manner provided in Kansas Statutes Annotated 19-4004. Passed and approved this 11 of March, 1991.

BOARD OF COUNTY COMMISSIONERS
FINNEY COUNTY, KANSAS

Gary D. Dick
Gary Dick, Chairman

Martin H. Huschka
Martin H. Huschka, Member

Elvin Crockett
Elvin Crockett, Member

ATTEST:

Carol Brown
Carol Brown, County Clerk

RESOLUTION No. 88-10

Now on this 11th day of July, 1988, at a duly constituted meeting of the Board of County Commissioners of Finney County, Kansas, the following commissioners being present, to-wit: Chairman Michael Merrill, Commissioner Martin Huschka, and Commissioner Gary Dick; the following resolution was adopted.

BE IT REMEMBERED, by the Board of County Commissioners of Finney County, Kansas,

IT IS HEREBY declared to be the intent of the governing body of the County of Finney, State of Kansas, by and through the Board of County Commissioners of Commissioners to assist in providing for a countywide economic development program and for that purpose, to levy on a tax annually upon all the taxable tangible property of Finney County in a .25 mill amount, all pursuant to the provisions of K.S.a. 19-4101, et seq.

Pursuant to the provisions of K.S.A. 19-4102, this resolution and the mill levy shall take effect unless a Petition requesting an election thereon is filed meeting the requirements of K.S.A. 19-4102.

Whereupon, the resolution hereby having been fully considered by said board, upon motion made and recorded, was adopted and approved.

ATTEST:

Carol Brown
Carol Brown

BOARD OF FINNEY COUNTY COMMISSIONERS

Michael Merrill
Michael Merrill, Chairman

Gary D. Dick
Gary D. Dick, Member

Martin H. Huschka
Martin H. Huschka, Member

RESOLUTION NO. 24-99

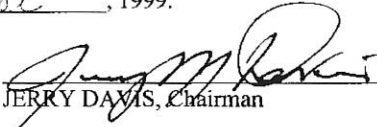
A RESOLUTION TO ESTABLISH AN AGGREGATE ANNUAL TAX LEVY LIMITATION FOR THE MAINTENANCE OF THE FINNEY COUNTY LIBRARY.

WHEREAS, the Finney County Library is a taxing subdivision of Finney County created under the authority of K.S.A. 12-1218, *et seq.*, and the Board of County Commissioners of Finney County are authorized and directed by the provisions of K.S.A. 12-1220 to annually levy a tax for the maintenance of such library in such sums as the Library Board shall determine within the limitations fixed by law; and,


WHEREAS, recent State legislation has removed or modified the limitations heretofore existing on tax levies for purposes of maintaining public libraries, and to assist the Finney County Library Board, and the Board of Finney County Commissioners in budget planning, and to prevent an unfair tax burden upon the taxpayers residing within the county of Finney, it is deemed to be in the public interest that a reasonable limit be established for the annual, aggregate tax levy for maintenance of the Finney County Public Library.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Finney County, Kansas, that the aggregate annual tax levy for the maintenance of the Finney County Library shall not exceed 1.9 mills on each dollar assessed tangible valuation for the property within the County.

ADOPTED AND APPROVED by the Board of County Commissioners of Finney County, Kansas, on this 9 day of August, 1999.


JERRY DAVIS, Chairman

Attest:


Carol Brown, County Clerk



MEMORANDUM

TO: County Commission
THRU: Randy Partington, County Administrator
FROM: John Ellermann, County Engineer
DATE: July 17, 2017
RE: SD#1 Delinquent Accounts

DISCUSSION:

Review of the aging summary for Finney County Sewer District #1 and placing accounts past due 90 days or more be placed on the tax roll.

BACKGROUND:

KSA 19-2765b and plicy allow for the Board of County Commissioners to place a lein on the property the amount due.

ALTERNATIVES:

Board can place on the tax roll or not.

RECOMMENDATION:

It is recommended that the Board certify that the accounts are delinquent and instruct the County Clerk to add to the tax roll.

FISCAL And/Or POLICY IMPACT:

None

ATTACHMENTS:

Description

July Delinquent Accounts

Memo

Date: 07/10/17
To: Board of County Commissioners
Cc: County Administrator
From: County Engineer
RE: Finney County Sewer District #1
Delinquent Accounts

The Department of Public Works has completed a review of delinquent accounts for Finney County Sewer District #1. The most recent Aging Summary is attached for your information.

As provided for in the Board's Policy and KSA 19-2765b, we are requesting that the Board certify to the County Clerk that the accounts are delinquent and be placed on the tax roll.

Finney County Sewer District #1 A/R Aging Summary As of June 30, 2017

	Current	1 - 31	32 - 62	63 - 90	> 90	TOTAL
ARGUELLO, SALVADOR	27.05	27.05	27.05	-27.15	17.15	71.15
AUTO QUEST	0.00	0.00	0.00	0.00	0.00	0.00
BARRAGON-PARRA, RAMON	27.05	27.05	27.05	0.00	-51.95	29.20
BT PLUMBING CO	39.05	0.00	0.00	0.00	0.00	39.05
CASCO HOMES	39.05	0.00	0.00	0.00	0.00	39.05
CASCO HOMES LIEN	0.00	0.00	0.00	0.00	0.00	0.00
CASTANEDA, VIRGINIA	54.10	0.00	0.00	0.00	-81.15	-27.05
CHAREZ, ORALIA	27.05	4.10	0.00	-15.90	-7.85	7.40
CLARK, ISABEL	0.00	0.00	0.00	0.00	0.00	0.00
COHN, DANNIE	-42.00	0.00	0.00	0.00	42.00	0.00
COLVIN CLEANING SERVICE	0.10	0.00	0.00	0.00	-0.10	0.00
CUSTOM RIDES/TRANSPORTATION CONSULTING	39.05	0.00	0.00	0.00	0.00	39.05
DIAZ, GILBERT	27.05	27.05	0.00	0.00	0.00	54.10
EAST SIDE TRAILER PARK	486.90	0.00	0.00	0.00	0.00	486.90
ENGINEERED TRUSS SYSTEMS	39.05	0.00	0.00	0.00	0.00	39.05
ESTRADA, CIRO	27.05	0.00	0.00	0.00	0.00	27.05
FAMILY FUN STORAGE 545-4UNITS	24.10	24.10	-24.10	0.00	0.00	24.10
FEDEX 335 AIRLINKS	39.05	-39.05	0.00	0.00	0.00	0.00
FELIX, TOMAS	27.05	27.05	-27.05	0.00	0.00	27.05
FELIX, TOMAS LIEN	0.00	0.00	0.00	0.00	36.05	36.05
FOSTER'S RV-KOA CAMPGROUND	0.00	0.00	0.00	0.00	0.00	0.00
GAFFNEY, MARGARET	12.10	12.10	12.10	0.00	12.10	48.40
GAFFNEY, MARGARET LIEN	0.00	0.00	0.00	0.00	121.00	121.00
GEIER, DUANE	27.05	0.00	0.00	0.00	0.00	27.05
GEIER, GREG	66.20	60.00	-60.00	0.00	0.00	66.20
GEIER, MIKEL	27.05	27.05	27.05	0.00	-243.45	-162.30
GIGOT, TERRY	126.30	0.00	0.00	0.00	0.00	126.30
GUERRERO, JOSE 515-4 UNITS	39.05	0.00	0.00	0.00	0.00	39.05
H & H TRAILER VILLAGE	2,161.85	0.00	0.00	0.00	0.00	2,161.85
H PARK #2	27.05	27.05	0.00	0.00	0.00	54.10
HERRERA, JUAN	-169.40	0.00	0.00	0.00	169.40	0.00
HERRERA, ROBERT	27.05	27.05	27.05	0.00	-68.85	12.30
HILLCREST COURTS	301.10	301.10	0.00	0.00	0.00	602.20
J & J TRAILER PARK	222.80	222.80	0.00	0.00	0.00	445.60
J & M RENTAL	0.00	0.00	0.00	0.00	0.00	0.00
J & M RENTAL LIEN	0.00	0.00	0.00	0.00	0.00	0.00
MARTINEZ, ALFONSO	216.40	216.40	216.40	0.00	215.60	864.80
MENDOZA, VICTOR & LETICIA PEREZ	0.00	0.00	0.00	0.00	0.00	0.00
MORTON BUILDING INC.	39.05	0.00	0.00	0.00	0.00	39.05
ORTEGA, CARLOS	27.05	27.05	-91.45	0.00	27.05	-10.30
ORTEGA, CARLOS LIEN	0.00	0.00	0.00	0.00	269.60	269.60
PEREZ, ANA C	27.05	27.05	27.05	0.00	27.05	108.20
PEREZ, ANA C LIEN	0.00	0.00	0.00	0.00	568.05	568.05
PEREZ, LAZARO	27.05	27.05	27.05	0.00	27.05	108.20
PEREZ, LAZARO FORMERLY Y ORTEAGA	0.00	0.00	0.00	0.00	0.00	0.00
PEREZ, LAZARO LIEN	0.00	0.00	0.00	0.00	392.22	392.22
PEREZ, SOCORRO	27.05	0.85	0.00	0.00	-27.90	0.00

Finney County Sewer District #1 A/R Aging Summary As of June 30, 2017

	Current	1 - 31	32 - 62	63 - 90	> 90	TOTAL
PHITSANDUKANH, BOUNHANG	297.55	0.00	0.00	0.00	0.00	297.55
QUINTERO, VICTORINA R	-24.20	0.00	0.00	0.00	24.20	0.00
RAMIREZ, JUAN	27.05	0.00	0.00	0.00	0.00	27.05
RAY'S JANITORIAL	0.00	0.00	0.00	0.00	0.00	0.00
RINCON TROPICAL	24.10	0.00	0.00	0.00	0.00	24.10
RJ'S RV PARK LLC	363.38	0.00	0.00	0.00	0.00	363.38
SALAZAR, ARACELY	27.05	-12.95	0.00	0.00	0.00	14.10
SANCHEZ, ALEXANDRA	0.00	0.00	0.00	0.00	0.00	0.00
SCHLERETH, CURTIS	27.05	27.05	27.05	0.00	-198.40	-117.25
SCHWAN'S HOME SERVICE	39.05	39.05	0.00	0.00	0.00	78.10
SOUTHWEST COMMERCIAL BLDGS	0.00	0.00	0.00	0.00	0.00	0.00
TELLEZ, MIRNA	27.05	27.05	27.05	0.00	27.05	108.20
TELLEZ, MIRNA LIEN	0.00	0.00	0.00	0.00	242.55	242.55
TORRES, GUADALUPE	54.10	27.05	0.00	-27.05	0.00	54.10
VALDEZ-CASTILLO, MARIO	27.05	27.05	27.05	-4.75	-82.00	-5.60
VAN KEPPEL	39.05	0.00	0.00	0.00	0.00	39.05
VIERA, EDWIN A	54.10	0.00	0.00	0.00	0.00	54.10
VIERA, EDWIN A LIEN	0.00	0.00	0.00	0.00	162.30	162.30
WADEL ENTERPRISES	78.10	39.05	0.00	-39.05	0.00	78.10
WHEATBELT EQUIPMENT CO	0.00	0.00	0.00	0.00	0.00	0.00
WHITEHURST TRAILER PARK	1,148.20	0.00	0.00	0.00	0.00	1,148.20
ZERMENO, CLEMENCIA	276.90	276.90	-276.90	0.00	0.00	276.90
TOTAL	6,598.18	1,523.15	-7.55	-113.90	1,618.77	9,618.65

**FINNEY COUNTY SEWER DISTRICT NO. 1
REQUEST TO PLACE DELINQUENT ACCOUNT ON
TAX ROLL AS AUTHORIZED BY KSA 19-2765b**

DATE OF REQUEST: July 5, 2017

Name of Account Holder: Ana C Munoz Perez
Mailing Address: 4170 E US Highway 50
Lot #106
Garden City, KS 67846

Name of Owner: Ana C Perez
320 Karen St
Garden City, KS 67846

Current Balance: \$108.20

\$		121 + over days
\$	27.05	91-120 days
\$	27.05	61-90 days
\$	27.05	31-60 days
\$	27.05	current charges

Description of Property: Parcel 028-276-23-0-00-01-017.22-0
1 unit \$108.20

As Board of Directors for Finney County Sewer District No. 1 it is certified to the Finney County Clerk that the above listed account is delinquent, and request that the current balance be placed on the tax roll for collection as provided for in KSA 19-2765b.

Certified on this _____ day of _____, 2017.

Chairman

ATTEST:

Anita Garcia, County Clerk

State of Kansas
County of Finney

Signed or attested before me on _____, _____ by Lon Pishny, Chairman,
Finney County Commission and Anita Garcia, Finney County Clerk.

Notary Public

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.22-0

Quick Ref ID: 13218

Owner Information

Owner Name	PEREZ, ANA C MUNOZ
Address	4170 E US HIGHWAY 50 #LOT 106 GARDEN CITY, KS 67846-9654

Property Situs Address

Address	320 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200

**FINNEY COUNTY SEWER DISTRICT NO. 1
REQUEST TO PLACE DELINQUENT ACCOUNT ON
TAX ROLL AS AUTHORIZED BY KSA 19-2765b**

DATE OF REQUEST: July 5, 2017

Name of Account Holder: Margaret Gaffney
Lois Bobo
Property Address: 4560 E. Hwy 50
Garden City, KS 67846

Name of Owner: Margaret Gaffney/Lois Bobo
Mailing Address: 949 N Belmont St
Wichita, KS 67208

Current Balance: \$48.40

\$	121 + over days
\$	12.10 91-120 days
\$	12.10 61-90 days
\$	12.10 31-60 days
\$	12.10 current charges

Description of Property:	Parcel	275-22-0-00-01-005.00-0-01	
	1 unit		\$48.40

As Board of Directors for Finney County Sewer District No. 1 it is certified to the Finney County Clerk that the above listed account is delinquent, and request that the current balance be placed on the tax roll for collection as provided for in KSA 19-2765b.

Certified on this _____ day of _____, 2017.

Chairman

ATTEST:

Anita Garcia, County Clerk

State of Kansas
County of Finney

Signed or attested before me on _____, _____ by Lon Pishny, Chairman, Finney County Commission and Anita Garcia, Finney County Clerk.

Notary Public

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) ---

[Home](#)

The Parcel Number for this Property is 028-275-22-0-00-01-005.00-0

Quick Ref ID: 13139

Owner Information

Owner Name	BOBO, LOIS
Address	949 N BELMONT ST WICHITA, KS 67208-3425
Owner Name	WHITE, MILDRED
Address	
Owner Name	ELDER, DOROTHY
Address	
Owner Name	SHAMSIDEEN, WALIYYAH
Address	
Owner Name	MOODY, RICHARD
Address	
Owner Name	WINSTON, RONNELL
Address	
Owner Name	MOODY, TAYLOR D
Address	
Owner Name	KIRK, MIKETO
Address	
Owner Name	GAFFNEY, DAVID
Address	
Owner Name	MOODY, LARRY
Address	

Property Situs Address

Address	4560 E HWY 50, Garden City, KS 67846
---------	--------------------------------------

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	
Neighborhood	384.2
Tax Unit Group	100

**FINNEY COUNTY SEWER DISTRICT NO. 1
REQUEST TO PLACE DELINQUENT ACCOUNT ON
TAX ROLL AS AUTHORIZED BY KSA 19-2765b**

DATE OF REQUEST: July 5, 2017

Name of Account Holder: Mirna Tellez
Property Address: 450 Karen St
Garden City, KS 67846

Name of Owner: Pedro Quinones and Mirna Tellez
450 Karen
Garden City, KS 67846

Current Balance: \$108.20

\$		121 + over days
\$	27.05	91-120 days
\$	27.05	61-90 days
\$	27.05	31-60 days
\$	27.05	current charges

Description of Property:	Parcel	028-276-23-0-00-01-017.16-0	
		1 unit	\$108.20

As Board of Directors for Finney County Sewer District No. 1 it is certified to the Finney County Clerk that the above listed account is delinquent, and request that the current balance be placed on the tax roll for collection as provided for in KSA 19-2765b.

Certified on this _____ day of _____, 2017.

Chairman

ATTEST:

Anita Garcia, County Clerk

State of Kansas
County of Finney

Signed or attested before me on _____, _____ by Lon Pishny, Chairman,
Finney County Commission and Anita Garcia, Finney County Clerk.

Notary Public

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.16-0
Quick Ref ID: 13212

Owner Information

Owner Name	QUINONES, PEDRO
Address	450 Karen Garden City, KS 67846-8327
Owner Name	TELLEZ, MIRNA CRISTINA
Address	450 Karen Garden City, KS 67846-8327

Property Situs Address

Address	450 KAREN, Garden City, KS 67846
---------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
-------	------	----------	-------

**FINNEY COUNTY SEWER DISTRICT NO. 1
REQUEST TO PLACE DELINQUENT ACCOUNT ON
TAX ROLL AS AUTHORIZED BY KSA 19-2765b**

DATE OF REQUEST: July 5, 2017

Name of Account Holder: Lazaro Perez
Mailing Address: 415 S. Karen
Garden City, KS 67846

Name of Owner: Lazaro Perez & Maria Lourdes

Current Balance: \$108.20

\$		121 + over days
\$	27.05	91-120 days
\$	27.05	61-90 days
\$	27.05	31-60 days
\$	27.05	current charges

Description of Property: Parcel 028-276-23-0-00-01-017.09-0
1 unit \$108.20

As Board of Directors for Finney County Sewer District No. 1 it is certified to the Finney County Clerk that the above listed account is delinquent, and request that the current balance be placed on the tax roll for collection as provided for in KSA 19-2765b.

Certified on this _____ day of _____, 2017.

Chairman

ATTEST:

Anita Garcia, County Clerk

State of Kansas
County of Finney

Signed or attested before me on _____, _____ by Lon Pishny, Chairman,
Finney County Commission and Anita Garcia, Finney County Clerk.

Notary Public

[Print Page](#)

 These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)
The Parcel Number for this Property is 028-276-23-0-00-01-017.09-0
Quick Ref ID: 13207
Owner Information

Owner Name	PEREZ, LAZARO & MARIA LOURDES
Address	415 S KAREN ST GARDEN CITY, KS 67846-8332

Property Situs Address

Address	415 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	240	1,440
Total	1,200	240	1,440

Tract Description

GEIER BROTHERS SUBDIVISION---512, S23, T24, R32W, BLOCK 01, N2 LOT 18A LOT SPLIT ON 290/67

**FINNEY COUNTY SEWER DISTRICT NO. 1
REQUEST TO PLACE DELINQUENT ACCOUNT ON
TAX ROLL AS AUTHORIZED BY KSA 19-2765b**

DATE OF REQUEST: July 5, 2017

Name of Account Holder: Alfonso Martinez
Property Address: 410 Karen St, 455 Karen St, 430 Karen St,
365 Karen St, 360 Karen St, 345 Karen St,
340 Karen St, 325 Karen St
Garden City, KS 67846

Name of Owner: Alfonso Martinez
PO Box 882
Garden City, KS 67846

Current Balance: \$864.80

\$	121 + over days
\$ 215.60	91-120 days
\$ 216.40	61-90 days
\$ 216.40	31-60 days
\$ 216.40	current charges

Description of Property:	Parcel	028-276-23-0-00-01-017.18-0	
		1 unit	\$108.10
	Parcel	028-276-23-0-00-01-017.11-0	
		1 unit	\$108.10
	Parcel	028-276-23-0-00-01-017.17-0	
		1 unit	\$108.10
	Parcel	028-276-23-0-00-01-017.07-0	
		1 unit	\$108.10
	Parcel	028-276-23-0-00-01-017.20-0	
		1 unit	\$108.10
	Parcel	028-276-23-0-00-01-017.06-0	
		1 unit	\$108.10
	Parcel	028-276-23-0-00-01-017.21-0	
		1 unit	\$108.10
	Parcel	028-276-23-0-00-01-017.05-0	
		1 unit	\$108.10

As Board of Directors for Finney County Sewer District No. 1 it is certified to the Finney County Clerk that the above listed account is delinquent, and request that the current balance be placed on the tax roll for collection as provided for in KSA 19-2765b.

Certified on this _____ day of _____, 2017.

Chairman

ATTEST:

Anita Garcia, County Clerk

State of Kansas
County of Finney

Signed or attested before me on _____, _____ by Lon Pishny, Chairman,
Finney County Commission and Anita Garcia, Finney County Clerk.

Notary Public

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.18-0
Quick Ref ID: 13214

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	410 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) ---

[Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.11-0

Quick Ref ID: 13209

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	455 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,210	0	1,210

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.17-0

Quick Ref ID: 13213

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	430 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.07-0

Quick Ref ID: 13205

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	365 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.20-0

Quick Ref ID: 13216

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	360 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.06-0

Quick Ref ID: 13204

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	345 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.21-0

Quick Ref ID: 13217

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	340 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200

[Print Page](#)

These Links May Require Adobe Acrobat Reader, Click [here](#) to Download it.

[View Tax Information](#) --- [View Sketch](#) --- [View Valuation Notice](#) --- [Back to Search Page](#) --- [Home](#)

The Parcel Number for this Property is 028-276-23-0-00-01-017.05-0
Quick Ref ID: 13203

Owner Information

Owner Name	MARTINEZ, ALFONSO
Address	PO BOX 882 GARDEN CITY, KS 67846-0882

Property Situs Address

Address	325 KAREN, Garden City, KS 67846
----------------	----------------------------------

Land Based Classification System

Function	Manufactured home site
Activity	Residential activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	
Zoning	
Neighborhood	087
Tax Unit Group	105

Property Factors

Topography	Level - 1
Utilities	Public Sewer - 4 Well - 5 Gas - 7
Access	Dirt Road - 3
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

2017 Appraised Value

Class	Land	Building	Total
Residential - R	1,200	0	1,200