311 N. 9th St. Garden City, KS 67846 | (620) 272-3500 | www.finneycounty.org

Finney County, dedicated to its citizens, serving its taxpayers

REGULAR SESSION
FINNEY COUNTY ADMINISTRATIVE CENTER
November 17, 2025
8:30 AM

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG AND INVOCATION

CHAIR COMMENTS

CONSENT AGENDA

Approval of Minutes

Approval of Accounts Payable

PUBLIC COMMENT

Members of the general public are provided an opportunity to address the Board of County Commissioners. Those planning to address the Board should check in with the Clerk upon arrival. Speakers are generally allotted five minutes to speak. No formal actions shall be taken.

BUSINESS ITEMS

8:30 a.m. | 2025 City-School General Election Canvass - Provisional Ballots
Dori J. Munyan, County Clerk & Election Officier

FC2024-47 Parcel Plat – Russell Addition
John Presisto, Planner

Consider approval of the Russell Addition parcel plat.

Resolution 32-2025 | No-Parking Zone on Burnside Drive
Larry Brungardt, Interim Road & Bridge Director

Consideration of a Resolution to establish a no-parking zone on Burnside Drive.

FFY 2025 HRRR - Authority to Award Contract
Mackenzie Phillips, Development & Administrative Coordinator

Consideration of the Authority to Award Contract and commitment of county funds for the FFY 2025 High Risk Rural Road project.

Update | Finney County Economic Development
Lona DuVall, President/CEO Finney County Economic Development Corp.

Informational only; no action required.

Authorization of Contracted Position - County Appraiser

Derek Ramos, County Administrator

Amendment to Immediate Urban Growth Area Boundary
Derek Ramos

Request Date/Time for Hearing to Amend Sewer District No. 1 2025 Budget
Derek P. Ramos, County Administrator

Kansas Association of Counties | Designation of Voting Delegate
Dori J Munyan, County Clerk & Election Officer

2025 City-School General Election Canvass - Certification of Final Results
Dori J. Munyan, County Clerk & Election Officier

STAFF REPORTS

Department Monthly Reports
Dori J. Munyan, County Clerk & Election Officer

Informational only; no action required.

County Administrator Update
Derek Ramos, County Administrator

Information only; no action required

BOARD GOVERNANCE

Upcoming Meetings & Events
Clerk

Informational only; no action required.

COMMISSIONER REPORTS

Reports of recent engagements and activities.

EXECUTIVE SESSION

Executive Session | Attorney-Client
Kara Schartz, County Counselor

Recess into closed session pursuant to K.S.A. 75-4319(b)(2).

ADJOURNMENT

Next Commission Meetings

- December 1, 8:30 a.m. - Regular Session
- December 15, 8:30 a.m. - Regular Session

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Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Dori J. Munyan, County Clerk & Election Officer
PRESENTER:
DATE: November 17, 2025
RE: Approval of Minutes

INFORMATION:

Approval of Minutes from the 11/03/2025 Regular Session and 11/03/2025 Work Session.

RECOMMENDATION:
Approve Minutes as presented.

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Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Gaby Campos, Deputy County Clerk
PRESENTER:
DATE: November 17, 2025
RE: Approval of Accounts Payable

INFORMATION:
Accounts Payable to include Payroll of 11/07/2025 in the amount of $171,627.59, Accounts Payable invoices for 11/17/2025 in the amount of $1,048,062.98 and Out of Cycle invoices in the amount of $50,000.00 for a total Accounts Payable of $1,269,690.57.

RECOMMENDATION:
Approve Accounts Payable as presented.
ATTACHMENT(S):
Accounts Payable

AP Check Register (APLT43)

Selected Batch: ALL

Finney County

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1	**Account:**	475661538			
	37917	10/30/2025	6910	USA LEADERSHIP FOUNDATION	$50,000.00
				Bank Account Totals:	**$50,000.00**
				Total Of Checks:	**$50,000.00**

AP Check Register (APLT43)

Selected Batch: ALL

Finney County

	Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1	**Account:**	475661538			
	37918	11/7/2025	1215	BUFFALO DUNES GOLF COURSE	$443.67
	37919	11/7/2025	7137	DJR LAW OFFICE	$305.58
	37920	11/7/2025	1484	FINNEY COUNTY UNITED WAY	$51.00
	37921	11/7/2025	1574	GARDEN CITY RECREATION COMMISSION	$675.00
	37922	11/7/2025	1725	HOLCOMB REC WELLNESS CENTER	$126.00
	37923	11/7/2025	3146	Y M C A	$311.00
				Bank Account Totals:	**$1,912.25**
				Total Of Checks:	**$1,912.25**

AP Wire Register (APLT44)

Selected Batch: ALL

Finney County

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	**Account:** 475661538			
-23431	11/7/2025	7245	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	$214.16
-23430	11/7/2025	2305	NATIONWIDE RETIREMENT SOLUTIONS	$8,969.17
-23429	11/7/2025	2058	KPERS	$119,642.15
-23428	11/7/2025	831	GREAT WEST FINANCIAL	$4,857.93
-23427	11/7/2025	1482	FINNEY COUNTY TREASURER	$36,031.93
			Bank Account Totals:	**$169,715.34**
			Total Of Wires:	**$169,715.34**

Check No	Check Date	Vendor No	Vendor Name	Check Amount
Bank No: 1 Account: 475661538				
37924	11/17/2025	3166	3G ELECTRIC INC	$350.00
37925	11/17/2025	6566	AMERICAN DIGITAL SECURITY LLC	$285.00
37926	11/17/2025	901	AXON ENTERPRISE, INC	$26,547.93
37927	11/17/2025	6989	BIMBO BAKERIES USA, INC	$491.10
37928	11/17/2025	947	BOB BARKER COMPANY INC	$1,173.40
37929	11/17/2025	939	BORS LAW PA	$9,799.06
37930	11/17/2025	958	BRIDGING THE GAP INTERPRETING LLC	$3,822.50
37931	11/17/2025	7114	BURNS, RICHARD	$110.00
37932	11/17/2025	996	CALIHAN LAW FIRM P.A.	$9,799.06
37933	11/17/2025	7001	CENTRAL CONSOLIDATED, INC	$233,327.54
37934	11/17/2025	6823	CENTRAL COURT PAYMENT PROCESSING CE	$553.00
37935	11/17/2025	1026	CENTURY BUSINESS TECHNOLOGIES	$7,311.00
37936	11/17/2025	1036	CHEMSEARCH FE	$512.75
37937	11/17/2025	6686	CHERRYROAD MEDIA	$448.50
37938	11/17/2025	1046	CINTAS	$1,400.00
37939	11/17/2025	1102	COMFORT SPECIALISTS INC	$8,320.00
37940	11/17/2025	1113	COMPASS BEHAVIORAL HEALTH	$19,173.50
37941	11/17/2025	1248	CRAZY HOUSE INC	$517.92
37942	11/17/2025	1297	DEAN, ANDREA	$170.00
37943	11/17/2025	1323	DIAMOND DRUGS INC	$2,672.25
37944	11/17/2025	1270	DJ'S LOCK & KEY LLC	$470.00
37945	11/17/2025	1384	EHRESMAN PACKING CORP	$208.18
37946	11/17/2025	3625	ELECTION SYSTEMS & SOFTWARE LLC	$360.00

Check No	Check Date	Vendor No	Vendor Name	Check Amount
37947	11/17/2025	1434	FARMERS ALLIANCE	$100.00
37948	11/17/2025	7186	FARNSWORTH LAW, LLC	$9,799.06
37949	11/17/2025	7097	FIESTA MEXICO RESTAURANT	$1,675.00
37950	11/17/2025	6682	FLOYD LAW OFFICE, LLC	$9,799.06
37951	11/17/2025	1505	FOLEY INDUSTRIES, INC	$9,444.39
37952	11/17/2025	1509	FORD COUNTY SHERIFF	$1,647.12
37953	11/17/2025	1538	GALLS LLC	$186.73
37954	11/17/2025	1549	GARDEN CITY AUTO PARTS INC	$37.99
37955	11/17/2025	3624	GARDEN CITY BUMPER TO BUMPER	$145.12
37956	11/17/2025	1583	GARDEN CITY TIRE CENTER INC	$65.00
37957	11/17/2025	1584	GARDEN CITY VETERINARY CLINIC	$103.02
37958	11/17/2025	6995	GARZA, CRISTINA	$1,263.60
37959	11/17/2025	6759	GAYER, JACOB T	$588.22
37960	11/17/2025	7080	GOLDBERG GROUP ARCHITECTS, LLC	$9,413.34
37961	11/17/2025	1644	GREAT WESTERN DINING SERVICE	$3,295.00
37962	11/17/2025	7288	HERNANDEZ, PATRICIA	$39.20
37963	11/17/2025	1709	HICKS, TAMARA	$305.20
37964	11/17/2025	1714	HIGH PLAINS SPORTS & GRAPHICS	$2,362.00
37965	11/17/2025	6988	HMN ARCHITECTS, INC	$774.47
37966	11/17/2025	1735	HOPE, MILLS, BOLIN, COLLINS & RAMSEY LLP	$12,199.06
37967	11/17/2025	1767	IMA INC BENEFITS DIVISION	$3,125.00
37968	11/17/2025	6724	INA ALERT INC	$3,246.79
37969	11/17/2025	6037	INFORMATION NETWORK OF KANSAS	$17.20
37970	11/17/2025	7130	INTENTIONAL TALK THERAPY	$1,477.50

Check No	Check Date	Vendor No	Vendor Name	Check Amount
37971	11/17/2025	6780	IVES, RAE	$170.00
37972	11/17/2025	7029	IWORQ	$23,000.00
37973	11/17/2025	1810	J R AUDIO INC	$1,600.00
37974	11/17/2025	1833	JOHNSON CONTROLS FIRE PROTECTION LP	$16,040.83
37975	11/17/2025	1839	JOHNSON SEPTIC TANK SERVICE	$779.25
37976	11/17/2025	1973	KANSAS ONE-CALL SYSTEM INC	$71.82
37977	11/17/2025	2008	KANSASLAND TIRE COMPANY	$100.00
37978	11/17/2025	2016	KEEFE COMMISSARY NETWORK	$8,418.59
37979	11/17/2025	2038	KEY OFFICE PRODUCTS	$6,322.24
37980	11/17/2025	6134	KIRKHAM, MICHAEL & ASSOCIATES, INC	$12,592.45
37981	11/17/2025	7276	KLISH, KAIN	$325.58
37982	11/17/2025	2048	KLOTZ SAND COMPANY INC	$3,054.00
37983	11/17/2025	2094	LAMPTON WELDING SUPPLY COMPANY INC	$379.61
37984	11/17/2025	6663	LAW OFFICE OF ROBERT J. KENNINGTON	$138.00
37985	11/17/2025	6777	LEBLANC, ISAAC	$305.20
37986	11/17/2025	2142	LIFE-ASSIST INC	$252.00
37987	11/17/2025	7163	LOZA, ANDRES	$170.00
37988	11/17/2025	6521	MCCONNELL & ASSOCIATES	$1,842.00
37989	11/17/2025	7287	MEAGHER, GARY	$100.00
37990	11/17/2025	2232	MID-AMERICAN RESEARCH CHEMICAL CORP	$371.77
37991	11/17/2025	7115	MIDWESTERN SECURITY LLC	$85.00
37992	11/17/2025	2293	MURILLO-ROCHA, RAFAELA	$1,420.00
37993	11/17/2025	2329	NAVARRO, MENESIS	$414.20
37994	11/17/2025	2366	NORTHEND DISPOSAL	$80.00

Check No	Check Date	Vendor No	Vendor Name	Check Amount
37995	11/17/2025	7175	ORTIZ ALBERT S	$520.00
37996	11/17/2025	2423	PAPER GRAPHICS	$3,630.00
37997	11/17/2025	2429	PATAGONIA HEALTH INC	$30,915.84
37998	11/17/2025	7039	PAYCHEX	$400.00
37999	11/17/2025	2512	PRAIRIE FIRE COFFEE	$435.40
38000	11/17/2025	2531	PRO-TEK DENT & WINDSHIELD REPAIR INC	$60.00
38001	11/17/2025	2542	PRYOR AUTOMATIC FIRE SPRINKLER, INC.	$6,345.00
38002	11/17/2025	6336	PYE BARKER FIRE & SAFETY, LLC	$677.00
38003	11/17/2025	2572	RAY ALLEN MANUFACTURING LLC	$290.99
38004	11/17/2025	6781	SAN JUAN, ALICE	$170.00
38005	11/17/2025	2667	SCHEOPNER'S WATER CONDITIONING	$358.76
38006	11/17/2025	2708	SHERWOOD, BRIAN	$305.20
38007	11/17/2025	2709	SHI INTERNATIONAL CORP	$39,619.06
38008	11/17/2025	2732	SKEETER'S BODY SHOP INC	$225.00
38009	11/17/2025	6597	SMH CONSULTANTS, P.A.	$396.00
38010	11/17/2025	2740	SOFTWAREONE INC	$1,861.65
38011	11/17/2025	7284	SOUKUP GARAGE DOOR CO.	$975.92
38012	11/17/2025	2768	SOUTHWEST MEDICAL CENTER	$500.00
38013	11/17/2025	2771	SOUTHWEST PESTICIDE INC	$110.00
38014	11/17/2025	6474	ST CATHERINE HOSPITAL	$201.61
38015	11/17/2025	2832	STROH CLEANERS	$58.40
38016	11/17/2025	2856	SYSCO OF KANSAS CITY	$21,053.39
38017	11/17/2025	2856	SYSCO OF KANSAS CITY	$35,504.54
38018	11/17/2025	2866	TATRO PLUMBING COMPANY INC	$244,455.04

Check No	Check Date	Vendor No	Vendor Name	Check Amount
38019	11/17/2025	6790	TAYLOR TRUE VALUE HARDWARE	$3.79
38020	11/17/2025	6167	THE COTT LAW FIRM, LLC	$9,799.06
38021	11/17/2025	1626	THE GOOD SPORT INC.	$268.90
38022	11/17/2025	7289	THE SIMMONS COMPANY OF MANHATTAN, IN	$9,000.00
38023	11/17/2025	3073	THOMSON REUTERS - WEST	$1,962.65
38024	11/17/2025	7083	TIM'S LAWN CARE	$5,342.00
38025	11/17/2025	7290	TINO AND SONS CONSTRUCTION LLC	$2,310.00
38026	11/17/2025	6565	TK ELEVATOR CORPORATION	$2,927.20
38027	11/17/2025	3395	TRANE US INC	$388.58
38028	11/17/2025	2922	TRANSUNION RISK & ALTERNATIVE	$100.00
38029	11/17/2025	6604	UKG KRONOS SYSTEMS LLC	$412.50
38030	11/17/2025	2947	UNDERGROUND VAULTS & STORAGE INC	$605.00
38031	11/17/2025	2949	UNIFIRST CORPORATION	$2,073.37
38032	11/17/2025	2949	UNIFIRST CORPORATION	$318.72
38033	11/17/2025	2960	UNITED STATES POSTAL SERVICE	$382.00
38034	11/17/2025	7173	UTZ, MIKE	$559.09
38035	11/17/2025	3002	VAN DIEST SUPPLY COMPANY	$7,317.55
38036	11/17/2025	3416	VICTORY RENEWABLES LLC	$20,858.41
38037	11/17/2025	3048	WASTE CONNECTIONS INC	$6.60
38038	11/17/2025	3050	WATER TAX	$27.99
38039	11/17/2025	6844	WILLYS GLASS LLC	$130.00
			Bank Account Totals:	**$930,826.51**
			Total Of Checks:	**$930,826.51**

Fund / Cash Account					Cash Balance
001	**001001000**				**$11,782,146.24**
Receipt	**Check**	**Payee**	**Ledger Details**		**Amount**
1529	301528	Alex Max Godinez	001105541	JUROR	$25.00
1530	301529	Andria Kelly Rosales	001105541	JUROR	$25.00
1531	301530	Angelica Romero	001105541	JUROR	$25.00
1532	301531	Anthony Dewayne Veal	001105541	JUROR	$25.00
1533	301532	Brian Michael Bradfield	001105541	JUROR	$25.00
1534	301533	Christopher Lee Fletcher Peterson	001105541	JUROR	$25.00
1535	301534	Cindy Ann Crain	001105541	JUROR	$40.40
1536	301535	Cindy K Fowler	001105541	JUROR	$25.00
1537	301536	Clinton Loy Christian	001105541	JUROR	$25.00
1538	301537	Colby Del Cessna	001105541	JUROR	$25.00
1539	301538	Curtis Keith Harman	001105541	JUROR	$30.60
1540	301539	Dallas William Scisney Jr	001105541	JUROR	$25.00
1541	301540	Dan Roy Harms	001105541	JUROR	$46.00
1542	301541	David Martinez	001105541	JUROR	$25.00
1543	301542	David Servantez	001105541	JUROR	$25.00
1544	301543	Debra Kay Foote	001105541	JUROR	$25.00
1545	301544	Debra Kay Maxfield	001105541	JUROR	$25.00
1546	301545	Debra Lea Richmeier	001105541	JUROR	$25.00
1547	301546	Donald Raymond Lonnberg	001105541	JUROR	$25.00
1548	301547	Donna Louise Wohler	001105541	JUROR	$25.00
1549	301548	Elizabeth Susan Carmichael	001105541	JUROR	$25.00
1550	301549	Emilee Tenille Giger	001105541	JUROR	$25.00
1551	301550	Eric Gene Tuller	001105541	JUROR	$25.00
1552	301551	Galdino Jose Hernandez-Cuevas	001105541	JUROR	$25.00
1553	301552	James Alexander Moreno	001105541	JUROR	$25.00
1554	301553	James Chairez Cisneros	001105541	JUROR	$25.00

Fund / Cash Account					Cash Balance
001	**001001000**				**$11,782,146.24**
Receipt	**Check**	**Payee**	**Ledger Details**		**Amount**
1555	301554	James W Tancayo	001105541	JUROR	$40.40
1556	301555	Jeanette M Rumpf	001105541	JUROR	$25.00
1557	301556	Jimmy Joe Moss Jr	001105541	JUROR	$25.00
1558	301557	Jody Ketcham Jarnagin	001105541	JUROR	$33.40
1559	301558	John Robert Anderson	001105541	JUROR	$25.00
1560	301559	Joseph Daniel Lowry	001105541	JUROR	$25.00
1561	301560	Joseph Val Perez	001105541	JUROR	$25.00
1562	301561	Julia Emilia Rieth	001105541	JUROR	$25.00
1563	301562	Karen Lee Hands	001105541	JUROR	$41.80
1564	301563	Katie Jasmin Prudencio-Salmeron	001105541	JUROR	$25.00
1565	301564	Kevin Lee Stimatze	001105541	JUROR	$25.00
1566	301565	Larry Dean Drohman	001105541	JUROR	$25.00
1567	301566	Laura Elizabeth Martin	001105541	JUROR	$41.80
1568	301567	Leah Josephina Perez	001105541	JUROR	$25.00
1569	301568	Leah Nichol Haug	001105541	JUROR	$25.00
1570	301569	Liliana Gonzalez	001105541	JUROR	$25.00
1571	301570	Lisa Eve Lamastres	001105541	JUROR	$25.00
1572	301571	Mandy Lynn Frey	001105541	JUROR	$32.00
1573	301572	Maria Concepcion Ornelas	001105541	JUROR	$25.00
1574	301573	Mark James Gerber	001105541	JUROR	$25.00
1575	301574	Mark Warren Lowrance	001105541	JUROR	$25.00
1576	301575	Mary Alden Eves	001105541	JUROR	$25.00
1577	301576	Misty Dawn Wheaton	001105541	JUROR	$25.00
1578	301577	Nanci Lynn Koster	001105541	JUROR	$25.00
1579	301578	Nicolas Castro	001105541	JUROR	$25.00
1580	301579	Olivia Claire Kershner	001105541	JUROR	$25.00

Fund / Cash Account					Cash Balance
001	**001001000**				**$11,782,146.24**
Receipt	**Check**	**Payee**	**Ledger Details**		**Amount**
1581	301580	Pao Min Len	001105541	JUROR	$25.00
1582	301581	Paula D Stevenson	001105541	JUROR	$25.00
1583	301582	Penny Ann Nichols	001105541	JUROR	$25.00
1584	301583	Phoenix Aurelius Lestat Anderson	001105541	JUROR	$25.00
1585	301584	Roberta J Ploof	001105541	JUROR	$25.00
1586	301585	Rodney D Harper	001105541	JUROR	$25.00
1587	301586	Ronald Gene Thiele	001105541	JUROR	$36.20
1588	301587	Ruben Eduardo Alba	001105541	JUROR	$25.00
1589	301588	Ryan Taylor Harp	001105541	JUROR	$25.00
1590	301589	Sandra Terrazas	001105541	JUROR	$25.00
1591	301590	Sarah Ann Radney	001105541	JUROR	$25.00
1592	301591	Scott M Larsen	001105541	JUROR	$25.00
1593	301592	Shannon Dale Welch	001105541	JUROR	$25.00
1594	301593	Sharon E Rupp	001105541	JUROR	$25.00
1595	301594	Shelly Gaylyn Estrella-Penaran	001105541	JUROR	$25.00
1596	301595	Stephanie D Herrell	001105541	JUROR	$33.40
1597	301596	Stephanie Lynn Cahill	001105541	JUROR	$25.00
1598	301597	Summer Rai Giger	001105541	JUROR	$25.00
1599	301598	Sumner Nichole Smith	001105541	JUROR	$25.00
1600	301599	Susie E Gooden	001105541	JUROR	$25.00
1601	301600	Velia B Trejo	001105541	JUROR	$25.00
1602	301601	Verlene L Grissom	001105541	JUROR	$25.00
1603	301602	Whitney Elizabeth Linenberger	001105541	JUROR	$25.00
1604	301603	Zachary Alec Anderson	001105541	JUROR	$25.00
1605	301604	Zelda Kristen Mizell	001105541	JUROR	$25.00
1606	301605	Zephaniah Quinton Prince	001105541	JUROR	$25.00

Fund / Cash Account				Cash Balance
001	**001001000**			**$11,782,146.24**
Receipt	**Check**	**Payee**	**Ledger Details**	**Amount**
			Fund Total:	**$2,076.00**

Report Grand Total: **$2,076.00**

AP Wire Register (APLT44)

Selected Batch: ALL

Finney County

Wire Nbr.	Wire Date	Vendor No	Vendor Name	Wire Amount
Bank No: 1	**Account:** 475661538			
-23441	11/17/2025	3014	VICTORY ELECTRIC	$12,643.74
-23440	11/17/2025	3018	VERIZON WIRELESS	$2,307.51
-23439	11/17/2025	6758	IMAGINE IT, INC	$5,360.00
-23438	11/17/2025	1767	IMA INC BENEFITS DIVISION	$2,463.55
-23437	11/17/2025	1245	COX COMMUNICATIONS	$733.60
-23436	11/17/2025	6365	COMMERCE BANK	$274.98
-23435	11/17/2025	1049	CITY OF GARDEN CITY	$38,240.84
-23434	11/17/2025	941	BLUE CROSS BLUE SHIELD OF KS	$29,812.05
-23433	11/17/2025	937	BLACK HILLS ENERGY	$111.47
-23432	11/17/2025	801	ADVANCED CORRECTIONAL HEALTHCARE INC	$23,212.73
			Bank Account Totals:	**$115,160.47**
			Total Of Wires:	**$115,160.47**

311 N. 9th St. Garden City, KS 67846 | (620) 272-3500 | www.finneycounty.org

Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Finney County Election Office
PRESENTER: Dori J. Munyan, County Clerk & Election Officier
DATE: November 17, 2025
RE: 8:30 a.m. | 2025 City-School General Election Canvass - Provisional Ballots

---

INFORMATION:
Board of County Commissioners is asked to convene as the Board of County Canvassers to consider provisional ballots for the election held on Tuesday, November 4, 2025.

BACKGROUND:
Each Kansas county has a board of canvassers, typically composed of the board of county commissioners. They meet after every election to review, verify, and certify the election results, including those from provisional ballots. This board acts under the oversight of the county election officer and adheres to standards established by the Kansas Secretary of State.

Pursuant to K.S.A. 25-3102, should a member of the Board of County Canvassers be absent, the remaining members of the Board of Canvassers may select a qualified elector to serve as a temporary canvasser. The temporary canvasser will then take an oath given by the County Clerk & Election Officer.

The county canvass is a vital step in the election process that makes results official, confirms that all valid votes are accurately counted, and upholds public confidence in election integrity. During this formal and public proceeding, the county board of canvassers may review and verify election materials and abstracts to ensure an accurate and lawful certification of results for local races. To initiate this process, the board carefully reviews provisional and challenged ballots, ensuring that only eligible votes are included and that the transparency and fairness of the election are maintained in accordance with Kansas law.

At this time, you are asked to rule on provisional ballots.

Provisional voting was introduced in Kansas in 1996 as a result of the National Voter Registration Act (NVRA). Provisional voting allows individuals to cast a ballot even if questions exist about their eligibility. Kansas law encourages individuals to participate in an election by allowing any individual with an eligibility issue to cast a provisional ballot.

There are several instances where an individual may be provided with a provisional ballot. The most common include:

- Address change
- Not Registered
- Name change
- Failure to provide valid photographic identification
- Already issued a ballot (advance voter)
- Other, less common eligibility issues

Between Election Day and the county canvass, the Election Office reviews each provisional ballot, investigates and attempts to resolve any eligibility issues, and, in accordance with Kansas law and Election Standards, makes a recommendation to the Board of Canvassers on whether each ballot should be counted. While every ballot must be addressed individually, for efficiency, the provisional ballots are grouped by issue and recommended action. Each ballot is assigned a unique ID, and today the Board's motions will reference these grouped ballots by IDs and determine whether to accept or reject the specified ballots. Following this process, the appointed and sworn Provisional Board will process the ballots accordingly, and the Election Office staff will prepare the final results, which will be reviewed later in this meeting.

ALTERNATIVES:
The County Election Officer will provide alternatives based on the results of the completed review of provisional ballots, which is currently in progress at the time of publication of this agenda.

RECOMMENDATION:
The County Election Officer will provide recommendations based on the results of the completed review of provisional ballots, which is currently in progress at the time of publication of this agenda.

FISCAL/POLICY IMPACT:
There is no fiscal or policy impact.

311 N. 9th St. Garden City, KS 67846 | (620) 272-3500 | www.finneycounty.org

MEMORANDUM

TO: County Commission
FROM: John Presisto, Planner
PRESENTER: John Presisto, Planner
DATE: November 17, 2025
RE: FC2024-47 Parcel Plat – Russell Addition

INFORMATION:
The Board of County Commissioners is asked to consider and approve the Russell Addition Parcel Plat.

BACKGROUND:
ProStake Surveying is requesting to plat the Russell Addition. The property is generally located at 685 N. Airlinks Road, Finney County, Kanas (Figure 1). The property is currently zoned “I-1”, "I-2" Light-Medium Industrial. The property currently has one warehouse building on the property and is being used as a contractors office/warehouse. Lot 1, Block 1 contains +/- 2.13 acres. This property is being replatted because property owner acquired more property from the neighboring property and wanted to include it with the original plat.

The plat was presented for review on October 30, 2025, and met the minimum requirements of the zoning and subdivision regulations. The Planning Commission recommended approval of the plat at their January 16, 2025 meeting, which the meeting minutes are attached.

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

RECOMMENDATION:
Staff recommends adopting the Planning Commission's recommendation by approving the parcel plat.

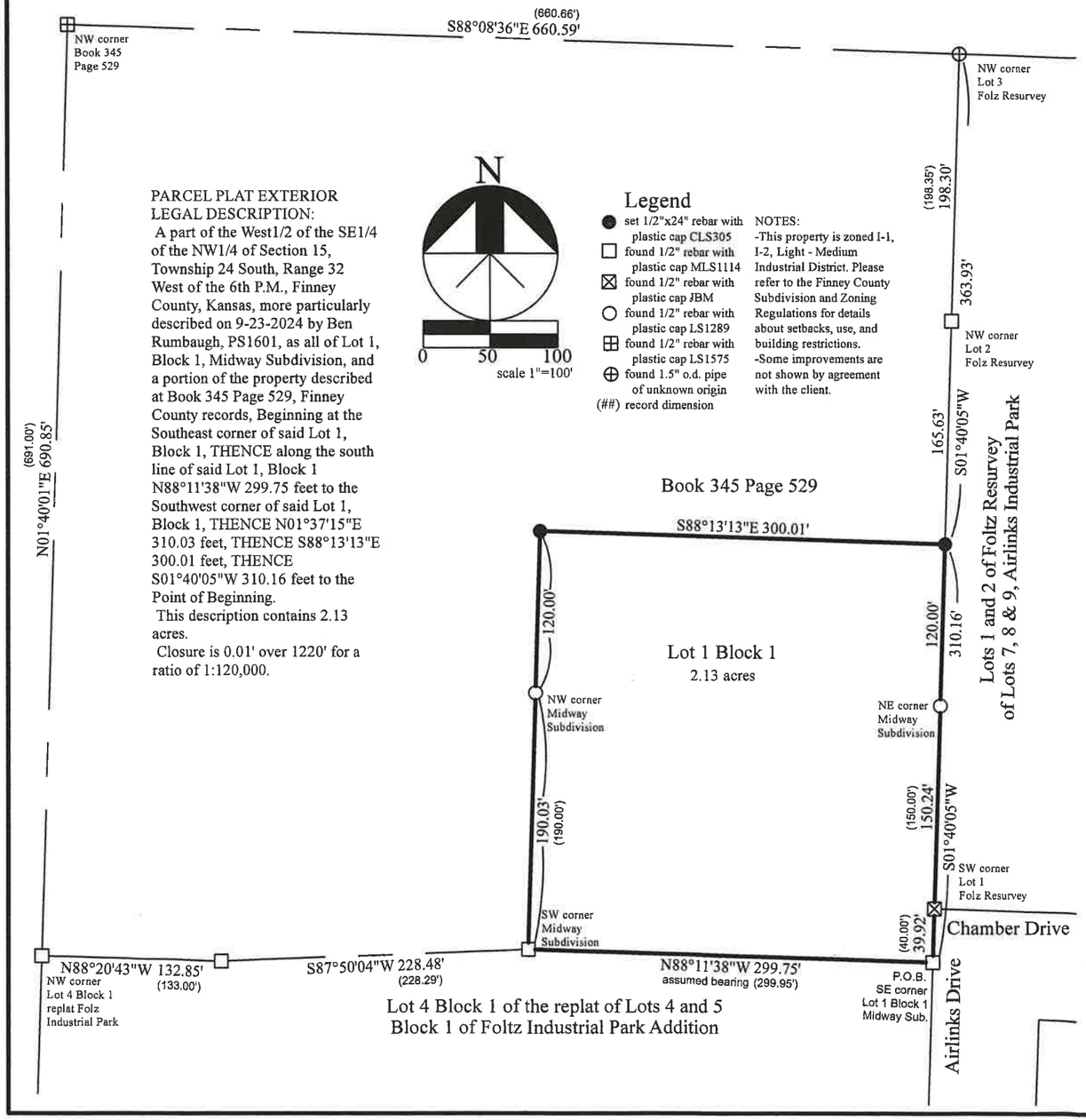
FISCAL/POLICY IMPACT:
There is no fiscal impact.
ATTACHMENT(S):
Russell Addition - Parcel Plat
Vicinity Map
PC Minute Excerpts

Parcel Plat of
Russell Addition

a replat of Lot 1 Block 1 Midway Subdivision and a part of the W1/2SE1/4NW1/4 of Section 15, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas

RECEIVED
City of Garden City, KS
Project Number: SPFC24-48
Received by: SR
Date: 28Aug2025
No. of Pages: 1(PLAT) 2nd Submittal

MEETS REQUIREMENTS
City of Garden City, KS
Project Number: SPFC24-48
Approved by: SR
Date: 30Oct2025
No. of Pages: 1(PLAT) 2nd Submittal



PARCEL PLAT EXTERIOR LEGAL DESCRIPTION:

A part of the West1/2 of the SE1/4 of the NW1/4 of Section 15, Township 24 South, Range 32 West of the 6th P.M., Finney County, Kansas, more particularly described on 9-23-2024 by Ben Rumbaugh, PS1601, as all of Lot 1, Block 1, Midway Subdivision, and a portion of the property described at Book 345 Page 529, Finney County records, Beginning at the Southeast corner of said Lot 1, Block 1, THENCE along the south line of said Lot 1, Block 1 N88°11'38"W 299.75 feet to the Southwest corner of said Lot 1, Block 1, THENCE N01°37'15"E 310.03 feet, THENCE S88°13'13"E 300.01 feet, THENCE S01°40'05"W 310.16 feet to the Point of Beginning.

This description contains 2.13 acres.

Closure is 0.01' over 1220' for a ratio of 1:120,000.

N

0 50 100
scale 1"=100'

Legend
- set 1/2"x24" rebar with plastic cap CLS305
- found 1/2" rebar with plastic cap MLS1114
- found 1/2" rebar with plastic cap JBM
- found 1/2" rebar with plastic cap LS1289
- found 1/2" rebar with plastic cap LS1575
- found 1.5" o.d. pipe of unknown origin
- (##) record dimension

NOTES:
-This property is zoned I-1, I-2, Light - Medium Industrial District. Please refer to the Finney County Subdivision and Zoning Regulations for details about setbacks, use, and building restrictions.
-Some improvements are not shown by agreement with the client.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that Michael Russell and Kyra Russell are the owners of that land included on the plat shown hereon, and that they are the only persons whose consent is necessary to pass clear title to said land and that they hereby consent to the making and recording of said plat and they hereby dedicate said plat to the public.

IN WITNESS WHEREOF this dedication is executed

this _____ day of _____, 2025.

_____

Michael Russell Kyra Russell
2301 Zipper, Garden City KS
620-290-1125

NOTARY ACKNOWLEDGEMENT

State of Kansas)
County of Finney) ss

This dedication was acknowledged before me, the undersigned notary public, by Michael and Kyra Russell,

this _____ day of _____, 2025.

_____

Notary Public

FINNEY COUNTY COMMISSION

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

Dated this _____ day of _____, 2025.

_____

Gerry Schultz, Chairman

ATTEST: _____

County Clerk, Dori Munyan

REGISTER of DEEDS

HOLCOMB-GARDEN CITY-FINNEY COUNTY AREA PLANNING COMMISSION

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

this _____ day of _____, 2025, and the same is hereby recommended for approval.

Deborah Oyler, Chairperson — Date 8-25-25

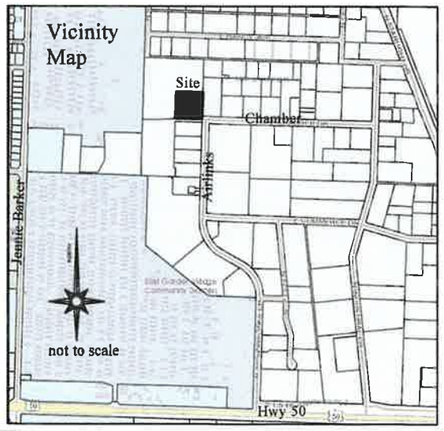
Trent Maxwell, Secretary — Date 8-25-25

FINNEY COUNTY REVIEW SURVEYOR

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

DAVID J. MATTHEWS LICENSED PS-1114 7-30-25 KANSAS PROFESSIONAL SURVEYOR

BENJAMIN A RUMBAUGH LICENSED 7-26-2025 PS1601 KANSAS LAND SURVEYOR

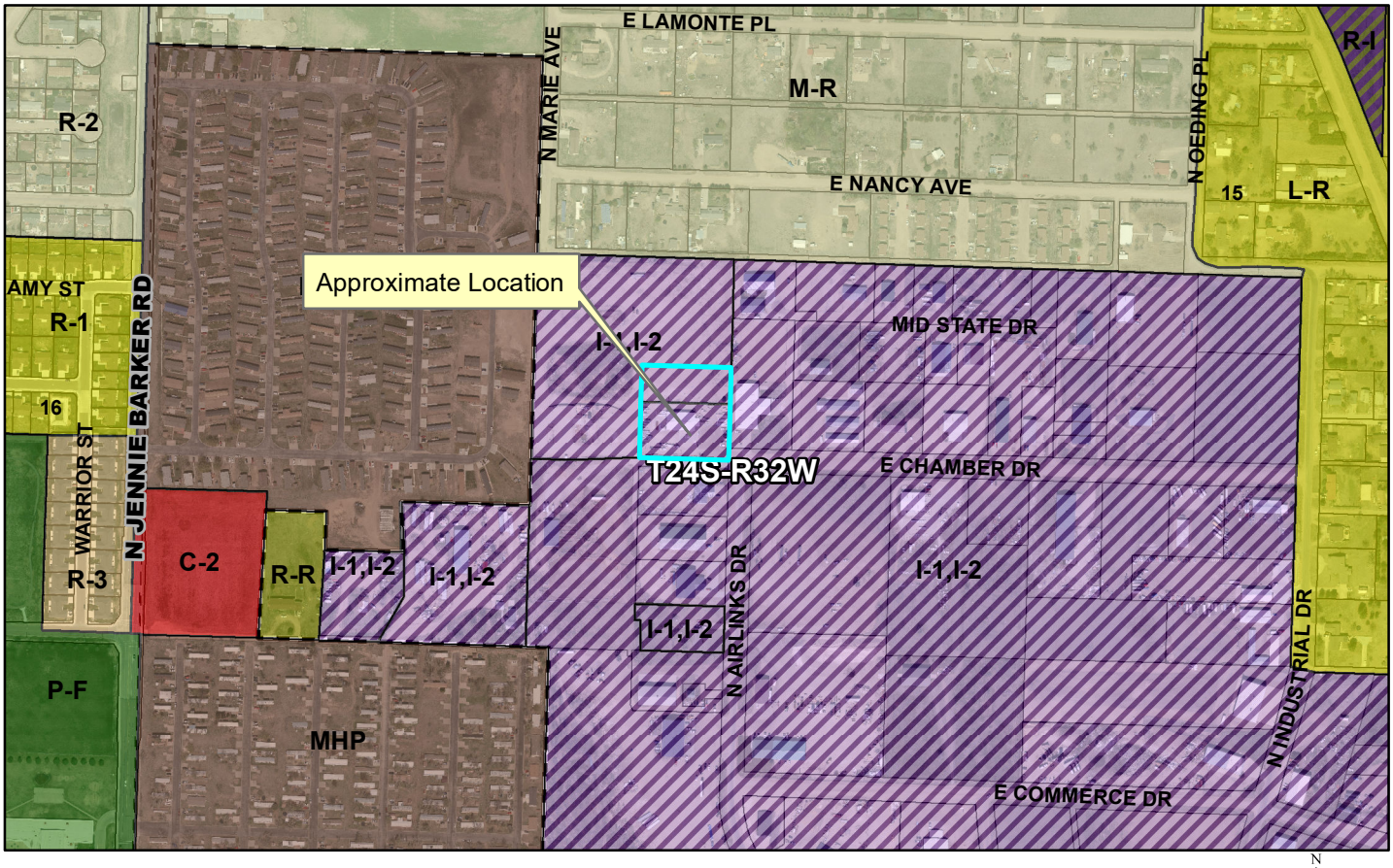


SURVEYOR

I, Benjamin A. Rumbaugh, do hereby certify that I am a Professional Land Surveyor in the State of Kansas and that the property described hereon was surveyed under my supervision on December 7, 2024, and all of the monuments shown exist and their positions are correct to the best of my knowledge.

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

Date 12-7-2024
Revisions
2-12-2025
3-22-2025
7-12-2025
7-20-2025
Sheet 1 of 1



Case Number: FC2024-47
Applicant: Pro Stake Surveying
Address: 685 N. Airlinks., Finney County, KS
Request: Approval of the Parcel Plat.



MINUTES

HOLCOMB - GARDEN CITY - FINNEY COUNTY AREA
PLANNING COMMISSION

January 16, 2025

The Holcomb-Garden City-Finney County Area Wide Planning Commission scheduled a Public Hearing at 9:00 a.m. Thursday, January 16, 2025, in the City Commission Chambers at the City of Garden City Administrative Center located at 301 N 8th Street, Garden City, Kansas.

1. CALL TO ORDER

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

2. SWEARING IN OF MEMBERS- Shannon L. Dick, Trevor Hands, Timothy Hanigan, & Deborah Oyler

3. ELECTION OF OFFICERS

Member Rupp made a motion to nominate Deborah Oyler as Planning Commission Chair. Member Anliker seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Member Rupp made a motion to nominate Jeana Anliker as Planning Commission Vice-Chair. Member Crist seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Planning Staff as Planning Commission Secretary. Member Crockett seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Shannon L. Dick as the Garden City Board of Zoning Appeals Representative. Member Rupp seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Trevor Hands as the Finney County Board of Zoning Appeals Representative. Member Crist seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

Vice-Chair Anliker made a motion to nominate Brian Crockett as the Holcomb Board of Zoning Appeals Representative. Member Dick seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

4. **APPROVAL OF MINUTES –** October 17, 2024

Member Rupp made a motion to approve the minutes from October 17, 2024. *Vice-Chair Anliker* seconded the motion. Votes were taken by yeas and nays and recorded as follows:

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

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

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

6. GENERAL STAFF REPORT AND UPDATE

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

7. SUBMITTAL OF EXHIBITS FOR THE RECORD

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

8. NEW BUSINESS

FC2024-47: Pro-Stake Surveying has filed an application for consideration of the Russell Addition Parcel Plat, generally located at 685 N Airlinks Drive, Finney County, KS, at the request of Michael Russell.

Staff Presisto- Presented staff report.

MEMBER RUPP MADE A MOTION TO RECOMMEND APPROVAL OF THE RUSSELL ADDITION PER STAFF RECOMMENDATION ALTERNATIVE 1. MEMBER HANDS SECONDED THE MOTION.

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

Anliker	Crockett	Crist	Dick	Hands	Hanigan	Oyler	Randall	Rupp
Yea	Yea	Yea	Yea	Yea	Yea	Yea	Not Present	Yea

Motion passed.

9. ADJOURN

The meeting was adjourned at 9:33 A.M.

Trent Maxwell	Secretary	Deborah Oyler	Chairman
Aleecya Charles	Staff	Jeana Anliker	Vice-Chairman

MEMORANDUM

TO: County Commission
FROM: Larry Brungardt, Interim Road & Bridge Director
PRESENTER: Larry Brungardt, Interim Road & Bridge Director
DATE: November 17, 2025
RE: Resolution 32-2025 | No-Parking Zone on Burnside Drive

INFORMATION:
The Board of County Commissioners is asked to consider and approve Resolution 32-2025 to establish a no parking zone on Burnside Drive.

BACKGROUND:
Public Works has received complaints about cars parking on the edge of the road on Burnside Dr. (see attached map). After inspection, it was discovered that several cars were parked within the right-of-way near the intersection of Burnside Dr. and Telegram Ave., causing sight-distance issues. The County's Engineering Consultant has reviewed and determined that prohibiting parking on the shoulders of Burnside Dr. from Telegram Ave. to 625 feet east is warranted and will improve the safety of the public.

ALTERNATIVES:
1. The Board of County Commissioners may approve Resolution 32-2025 prohibiting parking on the shoulders of Burnside Drive from Telegram Road to the east 625 feet.
2. The Board of County Commissioners may not approve Resolution 32-2025 and continue to allow parking on the shoulders of Burnside Drive.

RECOMMENDATION:
Staff recommends Alternative 1, approve Resolution 32-2025 prohibiting parking on the shoulders of Burnside Drive from Telegram Road to the east 625 feet.

FISCAL/POLICY IMPACT:
N/A
ATTACHMENT(S):
Kirkham Michael - Burnside Drive No Parking Evaluation
32-2025 Resolution - Burnside - No Parking
Burnside Dr - No Parking Zone Map

November 10, 2025

RE: Burnside Drive Evaluation, Finney County
KM #2309800-014

Mr. Larry Brungardt
Finney County Interim Road and Bridge Director
PO Box 688
Garden City, KS 67835

Larry,

Kirkham Michael recently performed an evaluation Burnside Drive from Telegram Road to the east at your request. On October 24, 2025, I reviewed these locations to evaluate the potential hazards created by vehicles parking on the shoulder of the road. Following are my observations:

> Burnside Drive is paved with asphalt with houses and businesses adjacent to the right-of-way. There are dirt shoulders on both sides of the road. The speed limit on this road is 30 miles per hour. It appears common that vehicles parallel park on the shoulders on both sides of the road near Albertano's Auto Repair. There is a slight curve in Burnside Drive at this location. There are trees located on or near the right-of-way line.

It is my understanding that Finney County desires to install no parking signs on both sides of Burnside Drive from Telegram Road to approximately 625 feet to the east. Based on my observations and engineering judgment, it is my opinion that placing signs to prohibit parking on the shoulders is justifiable at these locations due to the restricted sight distance caused by vehicles parked on the shoulder. The no parking signs should be installed in accordance with the most current edition of the MUTCD that has been adopted by the State of Kansas, as well as any other state and local regulations that may apply.

I have drafted and attached an example resolution instructing the installation of the stop signs at this intersection.

Please contact me with any questions.

Sincerely,
KIRKHAM MICHAEL

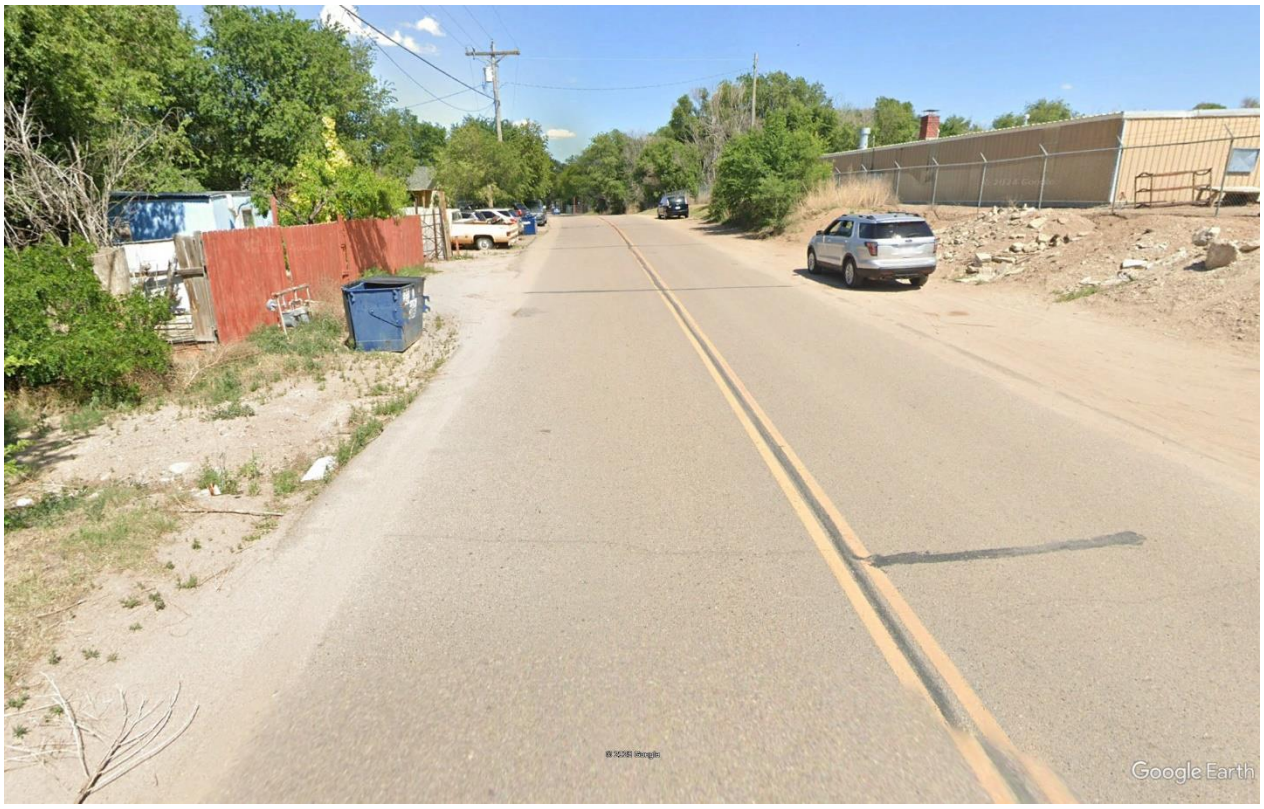
John Riggins

John Riggins, P.E.
Gray County Engineer

CC: File



Westbound Burnside Drive 1



Eastbound Burnside Drive 1

RESOLUTION No. 32-2025

WHEREAS, County officials, in the interest of public safety, have requested an evaluation of the traffic control measures on Burnside Drive near the intersection of Telegram Avenue.

WHEREAS, said roadway is paved with rock shoulders and businesses located adjacent to the county road;

WHEREAS, safety officials from the County are in agreement that prohibiting parking on both sides of Burnside Drive is appropriate; and

WHEREAS, engineering judgment indicates prohibiting parking on the shoulders of Burnside Drive from Telegram Avenue to 625 feet east is warranted and will improve the safety of the public;

NOW THEREFORE BE IT RESOLVED that parking be prohibited on both westbound and eastbound shoulders of Burnside Drive from Telegram Avenue to 625 feet east; and the County Road and Bridge Director is herewith instructed to install appropriate signage to prohibit parking on the shoulder. All signs are to be placed in conformance with the current issue of the Manual on Uniform Traffic Control Devices that has been adopted for use by the State of Kansas.

Date:_____

BOARD OF COUNTY COMMISSIONERS
FINNEY COUNTY, KANSAS

_____
Gerry Schultz, Chairman

_____
Vicki Germann, Commissioner

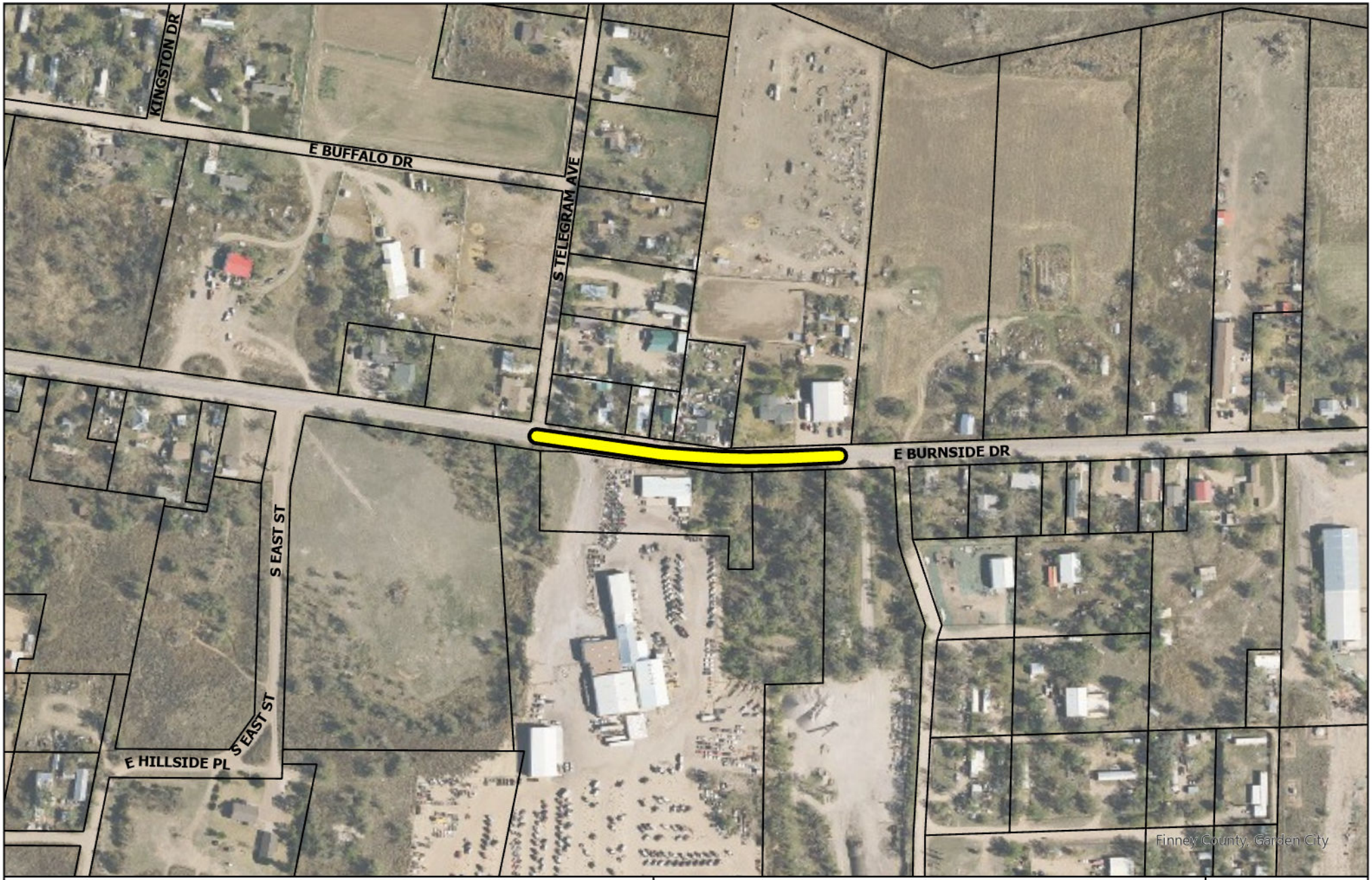
_____
Larry Jones, Commissioner

_____
Kevin Bascue, Commissioner

_____
Mike Utz, Commissioner

ATTEST:

_____
County Clerk



Burnside Dr - No Parking Zone

N

0 125 250 500 Feet

FINNEY COUNTY
KANSAS

311 N. 9th St. Garden City, KS 67846 | (620) 272-3500 | www.finneycounty.org

MEMORANDUM

TO: County Commission
FROM: Mackenzie Phillips, Development & Administrative Coordinator
PRESENTER: Mackenzie Phillips, Development & Administrative Coordinator
DATE: November 17, 2025
RE: FFY 2025 HRRR - Authority to Award Contract

INFORMATION:
The Board of County Commissioners is asked to consider approval of the Authority to Award Contract and commitment of County funds for the FFY 2025 High Risk Rural Road project.

BACKGROUND:
Finney County was awarded funding from the Kansas Department of Transportation (KDOT) for federal fiscal year (FFY) 2025 through the High Risk Rural Road (HRRR) program for safety improvements to a one-mile section of Maple St. from Taylor Ave. to VFW Rd. The HRRR program is part of the Highway Safety Improvement Program (HSIP) administered by KDOT. The program allows federal funds to be used to pay at least 90 percent of the cost of construction and construction engineering (CE) for projects aimed at improving the safety of rural roads. The County is responsible for all non-participating costs, including preliminary engineering (PE). This project will include a one-inch mill and a two-inch asphalt overlay, which is considered a non-participating cost.

The Maple St. HRRR project includes the following safety improvements to Maple St. from Taylor Ave. to VFW Rd.:

1. Install 6" Retroreflective Edgeline (Both Sides of Road)
2. Install 4" Retroreflective Centerline
3. Delineate Roadside Hazards with Retroreflective Markers
4. Clear and Grub (15 Feet Off Edge of Road, If Applicable)
5. Remove/Relocate Fixed Objects in Clear Zone
6. Pave 2' Shoulder with Safety Edge (Both Sides of Road - Includes Earthwork)
7. Centerline Rumble Strips
8. 1" mill and 2" asphalt overlay (Non-Participating Cost)

The Board of County Commissioners approved the project agreement with KDOT for the FFY 2025 HRRR Maple St Project on May 6, 2024, and subsequently approved a supplemental agreement on June 16, 2025, to establish a maximum funding limit of $546,000.00.

Projects through the HRRR program are let by KDOT and are selected based on the lowest bid. KDOT let the project on October 22, 2025, and received the following bids from Venture Corporation for $673,477.00 and APAC-Kansas Inc. for $905,813.00. Kaw Valley Engineering will perform the CE for the project. The CE is anticipated not to exceed $25,786.00.

ALTERNATIVES:

1. The Board of County Commissioners may approve and sign the Authority to Award Contract, accepting the bid from Venture Corporation and approving the commitment of County funds in the amount of $273,000.00 to be paid out of the Special Highway Fund (GL# 165-00-5428-00-006).
2. The Board of County Commissioners may not approve and sign the Authority to Award Contract, denying the bid from Venture Corporation and denying the commitment of County funds in the amount of $273,000.00.

RECOMMENDATION:

Staff recommends Alternative 1, approve and sign the Authority to Award Contract, accepting the bid from Venture Corporation and approving the commitment of County funds in the amount of $273,000.00 to be paid out of the Special Highway Fund (GL# 165-00-5428-00-006).

FISCAL/POLICY IMPACT:

The total anticipated cost for the project is $701,223.00 ($675,437.00 construction, $25,786.00 CE). The HRRR program requires the County to pay all non-participating costs and 10% of the total for construction and CE. The asphalt mill and overlay is considered a non-participating cost ($224,474.00). The cost breakdown is as follows:

- 90% Federal Funds: $429,075.00
- 10% County Funds: $47,675.00
- Non-participating Costs: $224,474.00

The County's anticipated cost for the FY2024 HRRR project is $272,148.00. KDOT has rounded the County's total fiscal responsibility to $273,000.00. If approved, this amount will be paid out of the Special Highway Fund (GL# 165-00-5428-00-006). The current fund balance in the Special Highway Fund is $4,622,889.81.

ATTACHMENT(S):

2025 HRRR Construction Costs.pdf
Authority to Award Contract
Maple St FFY 2025 HRRR Map
Finney 1302 - Project Programming Request
2025 KDOT - C-5247-01 HRRR 2025 Supplemental - FICO executed
Original 2025 HRRR Project Agreement

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

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

October 28, 2025

Project Number: 028 C-5247-01
HSIP-C524(701)

Finney County
Ms. Mackenzie Phillips
Public Works Coordinator
101 W. Maple Street
Garden City, KS 67846-6422

Dear Ms. Phillips:

We are listing below the bidder and the low bid received at Topeka, KS on 10/22/2025 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
VENTURE CORPORATION **GREAT BEND, KS**	**Finney County: RS 1400, N VFW Road to S Taylor Avenue**	**$675,437**

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the County, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 11/14/2025. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of $546,000 Federal funds will require County matching funds in the amount of $273,000. The County remittance should be made on or before 12/11/2025.

Sincerely,

Cara Hodges

Digitally signed by Cara Hodges
DN: C=US, E=cara.hodges@ks.gov, O=Kansas Department of Transportation, OU=Bureau of Local Projects, CN=Cara Hodges
Date: 2025.10.28 15:16:12-05'00'

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
c Board of County Commissioners
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Joe Finley, P.E., District Six Engineer

AUTHORITY TO AWARD CONTRACT
COMMITMENT OF COUNTY FUNDS
10/28/2025

2 Copies to County
Project Number: 028 C-5247-01
HSIP-C524(701)

WHEREAS bids were received at Topeka, KS on 10/22/2025 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
VENTURE CORPORATION	Finney County: RS 1400, N VFW Road to S Taylor Avenue	$675,437
GREAT BEND, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items and construction engineering less a maximum of $546,000
Federal funds will require County matching funds in the amount of $273,000.

BE IT FURTHER RESOLVED that County funds in the amount of $273,000 which are required for the matching of Maximum Federal funds are hereby pledged by the County to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 12/11/2025 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

_____ _____, Chairman
County Engineer/Road Supervisor

Attest:

_____, Member

(Seal)

_____, Member

_____
County Clerk

Revised 07/18
DOT FORM 1309

INVOICE

Keep for your Records

Due on or before 12/11/2025

PRELIMINARY STATEMENT OF COSTS

028 C-5247-01

HSIP-C524(701)

Finney County: RS 1400, N VFW Road to S Taylor Avenue

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	$673,477
Water (for grading)	$1,960
Sub-Total Actual Bid Amount	**$675,437**
LPA CE Contract	$25,786
Sub-Total Construction and CE	**$701,223**
Federal-aid Non-Participating Const. Costs	$216,219
Federal-aid Non-Participating CE	$8,255
Participating PE Costs	$0
Participating Railroad Costs	$0
Participating ROW Costs	$0
Participating Utility Costs	$0
Federal Participating Project Costs	**$476,749**
Total Project Costs	**$701,223**

Federal/County Funding Summary	
Total Project Costs	**$701,223**
100% County Funds Due to Non-Participating	$224,474
Federal Participating Project Costs	$476,749
CE Paid by KDOT	$0
Fund 1- Available Funding	$476,749
90% Federal Funds	$429,075
10% County Funds	$47,675
100% County Funds Due to Max Funding	$0

CE Breakdown	
Total LPA CE	$25,786
Federal Non-Participating CE Costs	$8,255
Federal Participating CE	$17,531
County Participating CE	$17,531
90% Federal Funds	$15,778
10% County Funds	$1,753
CE Paid by KDOT	$0

Fund 1- Maximum Federal Funds 90/10	**$546,000**

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	County Funds	**Federal Funds**	**State Funds**	**Total Funds**
Federal Non-Participating Construction	$216,219			$216,219
Federal Non-Participating CE	$8,255			$8,255
CE Paid by KDOT			$0	$0
Fund 1- 90% Federal Funds		$429,075		$429,075
Fund 1- 10% County Funds	$47,675			$47,675
County Funds Due to Max Funding	$0			$0
Total	$272,148	$429,075	$0	$701,223

Amount to Bill County (Rounded Up)	**$273,000**

BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date:	10/22/2025
Contract Number:	525104616
Project Number:	028 C 5247-01
Federal Number:	HSIP-C524(701)
Description:	GRADING AND SURFACING
County:	FINNEY
State Ties:	None
Total Records:	2

Helpful Definitions

Contractor Name	Bid Amount
VENTURE CORPORATION	$673,477.00
APAC-KANSAS INC SHEARS DIVISION	$908,813.00

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

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

October 28, 2025

Project Number: 028 C-5247-01
HSIP-C524(701)

Finney County
Ms. Mackenzie Phillips
Public Works Coordinator
101 W. Maple Street
Garden City, KS 67846-6422

Dear Ms. Phillips:

We are listing below the bidder and the low bid received at Topeka, KS on 10/22/2025 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
VENTURE CORPORATION **GREAT BEND, KS**	**Finney County: RS 1400, N VFW Road to S Taylor Avenue**	**$675,437**

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the County, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 11/14/2025. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of $546,000 Federal funds will require County matching funds in the amount of $273,000. The County remittance should be made on or before 12/11/2025.

Sincerely,

Cara Hodges

Digitally signed by Cara Hodges
DN: C=US, E=cara.hodges@ks.gov, O=Kansas Department of Transportation, OU=Bureau of Local Projects, CN=Cara Hodges
Date: 2025.10.28 15:16:12-05'00'

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
c Board of County Commissioners
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Joe Finley, P.E., District Six Engineer

AUTHORITY TO AWARD CONTRACT
COMMITMENT OF COUNTY FUNDS
10/28/2025

2 Copies to County
Project Number: 028 C-5247-01
HSIP-C524(701)

WHEREAS bids were received at Topeka, KS on 10/22/2025 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
VENTURE CORPORATION	Finney County: RS 1400, N VFW Road to S Taylor Avenue	$675,437
GREAT BEND, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items and construction engineering less a maximum of $546,000
Federal funds will require County matching funds in the amount of $273,000.

BE IT FURTHER RESOLVED that County funds in the amount of $273,000 which are required for the matching of Maximum Federal funds are hereby pledged by the County to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 12/11/2025 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

_____ _____, Chairman
County Engineer/Road Supervisor

Attest:

_____, Member

(Seal)

_____, Member

_____
County Clerk

Revised 07/18
DOT FORM 1309

INVOICE

Keep for your Records

Due on or before 12/11/2025

PRELIMINARY STATEMENT OF COSTS

028 C-5247-01

HSIP-C524(701)

Finney County: RS 1400, N VFW Road to S Taylor Avenue

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	$673,477
Water (for grading)	$1,960
Sub-Total Actual Bid Amount	**$675,437**
LPA CE Contract	$25,786
Sub-Total Construction and CE	**$701,223**
Federal-aid Non-Participating Const. Costs	$216,219
Federal-aid Non-Participating CE	$8,255
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LPA	Local Public Authority
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Const.	Construction

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CE Paid by KDOT			$0	$0
Fund 1- 90% Federal Funds		$429,075		$429,075
Fund 1- 10% County Funds	$47,675			$47,675
County Funds Due to Max Funding	$0			$0
Total	$272,148	$429,075	$0	$701,223

Amount to Bill County (Rounded Up)	**$273,000**

BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date:	10/22/2025
Contract Number:	525104616
Project Number:	028 C 5247-01
Federal Number:	HSIP-C524(701)
Description:	GRADING AND SURFACING
County:	FINNEY
State Ties:	None
Total Records:	2

Helpful Definitions

Contractor Name	Bid Amount
VENTURE CORPORATION	$673,477.00
APAC-KANSAS INC SHEARS DIVISION	$908,813.00

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HRRR FFY 2025 - Maple St. Project

N

0 0.125 0.25 0.5

Miles

FINNEY COUNTY
KANSAS

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

☑ New Project	☐ Amend Existing Project	Date:	6/19/2023

Program Year: 2025	Funding Program:	HRRR (High Risk Rural Roads)
KDOT District	**MPO**	**MPO TIP #**
6	N/A	N/A

County	City	Route / Corridor	Functional Classification
Finney	Garden City	Maple St	5 = Major Collector

Project Sponsor / Lead Agency		
Finney County		
Project Mgr / Contact	**Phone**	**E-mail Address**
Mackenzie Phillips	620-272-3564	mphillips@finneycounty.org

Project Title

Maple Street Shouldering, Pavement Marking, and Roadside Improvement

Project Length:	1.000	miles	Desired Letting Date:	June, 2025

Letting Type: ☑ KDOT ☐ LPA ☐ Force Account

Location, Project Limits, Description, Scope of Work

On Maple Street, in the urban boundary of Garden City, maintained by Finney County, from VFW Road to Taylor Ave, the project will add 2' paved shoulders with a rock edge and pavement markings to the existing paved road. Work will also be done to either mark or remove hazards adjacent to the roadway.

Purpose and Need

This segment scored highly on Finney County's LRSP due to the high ADT, poor roadside assessment, and high lane departure crash rate. All of these items were given the highest possible risk score, and shows the need for added features to help contain vehicles in the travelway.

Project Benefits

Improve public safety

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
Yes	BNSF	3	Flashing Lights and Gates

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

Not eligible.

$58,000.00

Project Cost Estimate

	Participating	Non-Participating	Total
PE (Design)	$ ~~52,000.00~~	$ ~~6,000.00~~	$ 58,000.00
Utilities	$ -	$ -	$ -
ROW	$ -	$ -	$ -
CE (Inspection)	$ 65,000.00	$ 7,000.00	$ 72,000.00
Construction Total	$ 429,000.00	$ 48,000.00	$ 477,000.00
Grading and Surfacing	$ 360,000.00	$ 35,000.00	$ 395,000.00
Roadside Improvement	$ 45,000.00	$ 10,000.00	$ 55,000.00
Signing and Pavement Marking	$ 24,000.00	$ 3,000.00	$ 27,000.00
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
			$ -
Project Totals	$ ~~546,000.00~~	$ ~~61,000.00~~	$ 607,000.00

$494,000 $113,000

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

BE IT RESOLVED: That sufficient funds from Finney County

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Robert Reece, County Administrator

ATTEST:

Dori Munyan, Clerk

Appropriate Local Officials

Gerry Schultz, Chairman

Commissioner

Commissioner

PROJECT NO. 028 C-5247-01
HSIP-C524(701)
HIGH RISK RURAL ROADS PROJECT
FINNEY COUNTY, KANSAS

SUPPLEMENTAL AGREEMENT No. 1

This Supplemental Agreement, effective the date signed by the Secretary or the Secretary's designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and **Finney County, Kansas** ("LPA"), **collectively**, the "Parties."

RECITALS:

A. The Parties entered into an Agreement (Agreement No. 681-23) dated May 10, 2024, for a High Risk Rural Roads (HRRR) Project (the "Original Agreement").

B. The Parties mutually desire to supplement the Original Agreement to reflect a maximum limit in funding available for the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On pages 3-4 of the Original Agreement, Article II, Funding, paragraph 1, be replaced in its entirety to read as follows:

1. **Funding**. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include unforeseeable elements of cost within the defined Project scope identified after the Construction phase commences ("Construction Contingency Items"). The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility
Secretary	State and/or Federal Funds	90% of Participating Costs of Construction and Construction Engineering (CE), up to $546,000.00.
LPA	Local Match	10% of Participating Costs of Construction and CE until the Secretary's limit is reached. 100% of Participating Costs of Construction and CE after the Secretary's limit is reached.

		100% Costs for Preliminary Engineering (PE), Right of Way, Utility adjustments, and Non-Participating Costs.

2. **Counterparts**. This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

COUNTY CLERK 01/16/2025 (Date)

(SEAL)

FINNEY COUNTY, KANSAS

COUNTY COMMISSIONER

MEMBER

MEMBER

MEMBER

– BASCUE - ABSENT –

MEMBER

KANSAS DEPARTMENT OF
TRANSPORTATION
SECRETARY OF TRANSPORTATION

By: _____

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

PROJECT NO. 028 C-5247-01
HSIP-C524(701)
HIGH RISK RURAL ROADS PROJECT
FINNEY COUNTY, KANSAS

AGREEMENT

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

RECITALS:

A. The LPA has applied for, and the Secretary has authorized, a High Risk Rural Roads (HRRR) Project to improve safety on county roads not on the State Highway System.

B. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for transportation improvement projects which may be financed with federal, state, and local funds, or a combination thereof.

C. The Secretary desires to undertake the Project as further described in this Agreement.

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

ARTICLE I

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

1. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

2. **"Consultant"** means any engineering firm or other entity retained to perform consulting or design services for the Project.

3. **"Contractor"** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

4. **"Design Plans"** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

5. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

6. **"Encroachment"** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to; signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

7. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq*., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq*., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430 *et seq*., Hazardous Waste.

8. **"High Risk Rural Road"** means any roadway functionally classified as a rural major or minor collector or a rural local road with significant safety risks as determined by the Secretary, or as otherwise defined by statute. (See, 23 U.S.C. § 148(a)(1))

9. **"High Risk Rural Roads (HRRR) Program"** means a state/local partnership initiative to undertake roadway reconstruction, improvement, or repair projects which improve safety on rural roads not on the State Highway System. High Risk Rural Roads projects may be financed by federal, state, or local funds or a combination thereof. Projects selected within this program are either:

    (a) Systemic: Projects encompass a local roadway collector network; funding is one hundred percent (100%) federally funded and does not require a local match; or
    (b) Site Specific: Projects encompass a local rural road with significant safety risks; funding is ninety percent (90%) federally funded with a ten percent (10%) local match requirement.

10. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

11. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

12. "**LPA**" or "Local Public Authority" means Finney County, Kansas, with its place of business located at 101 W. Maple Street, Garden City, KS 67846.

13. **"Non-Participating Costs"** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.

14. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

15. **"Project"** means **Project No. 028 C-5247-01, a High Risk Rural Roads Project consisting of shoulder installation, delineation of roadside hazards, and pavement markings on West Maple Street (RE 1400) from North VFW Road to South Taylor Avenue in Finney County, Kansas**, and is the subject of this Agreement.

16. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

17. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

18. **"Right of Way"** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

19. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

20. **"Utilities" or "Utility"** means all privately, publicly, or cooperatively owned lines; facilities, and systems for producing, transmitting, or distributing communications; power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding**. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include unforeseeable elements of cost within the defined Project scope identified after the Construction phase commences ("Construction Contingency Items"). The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility
Secretary	State and/or Federal Funds	90% of Participating Costs of Construction and Construction Engineering (CE).
LPA	Local Match	10% of Participating Costs of Construction and CE. 100% Costs for Preliminary Engineering (PE), Right of Way, Utility adjustments, and Non-Participating Costs.

2. **Funding Estimates.** At each plan submittal under this Agreement, the LPA shall notify the Bureau of Local Projects if costs have increased by more than 10% over the estimate. If the cost estimates are exceeded, the Secretary may determine, at the Secretary's sole discretion, whether sufficient federal aid is available to continue the Secretary's contribution as set out in Article II, paragraph 1, Funding Table (above), or if a funding maximum should be established. If the Secretary determines that a funding maximum should be established, a supplemental agreement will be executed to add the funding maximum.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the LPA acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the LPA may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the LPA. The Secretary further agrees, as agent for the LPA, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the LPA.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors, or suppliers. If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the LPA is responsible and shall then transmit the complete and final billing to the LPA.

ARTICLE IV

LPA RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the LPA to enter into this Agreement on its behalf. The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, or an equivalent LPA manual that the LPA certifies in the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the LPA with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

5. **Consultant Contract Language.** The LPA shall include language requiring

conformity with Article IV, 3 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, 3 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

b) Progress Reports. Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

> "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the LPA or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

6. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the LPA's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, or express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

7. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, the LPA shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever

arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The LPA shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

8. **Right of Way.** The LPA agrees to the following with regard to Right of Way:

(a) Right of Way Acquisition. The LPA will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The LPA agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The LPA further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, and permanent and temporary easements.

(b) Right of Way Documentation. The LPA will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The LPA will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA will undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. § 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq*. The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of

Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

9. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

10. **Future Encroachments.** Except as provided by state and federal laws, the LPA agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

11. **Access Control.** The LPA will maintain the control of access rights and prohibit the construction or use of any entrances or access points within the Project Limits other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

12. **Maintenance**. When the Project is completed and final acceptance is issued the LPA will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance.

13. **Hazardous Waste.** The LPA agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, and the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The LPA is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the LPA or the Consultant. The Secretary does not undertake for the benefit of the LPA, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The LPA will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The LPA may require additional clothing requirements for adequate visibility of personnel.

15. **Utilities.** The LPA agrees to the following with regard to Utilities:

(a) Utility Relocation The LPA will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a

date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing road surface. The LPA will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of road or highway improvements.

(e) Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

ARTICLE V

FEDERAL REQUIREMENTS:

1. **Anti-Lobbying**. If the total value of this agreement exceeds one hundred thousand dollars ($100,000.00), a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **Debarment & Suspension**. If the value of this Agreement exceeds twenty-five thousand dollars ($25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the LPA verifies that neither it, nor its agents or employees,

are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.

3. **System for Award Management**. The LPA has registered with the System for Award Management (http://www.sam.gov/), which provides a Unique Entity Identifier (SAM). The LPA shall maintain such registration at all times during which it has active federal awards.

4. **Buy America Compliance**. The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. **Prohibition on Certain Technologies**. All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

6. **Audit Requirements**. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq*. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq*.

a. Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting

agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered ineligible or Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The LPA's HRRR Project Funding Application and the final Design Plans for the Project are by this reference made a part of this Agreement. The Agreement includes the written document, including all attachments and exhibits, either attached or incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The Secretary shall determine in consultation with the LPA the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the LPA and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the LPA, and the Secretary shall approve such revisions before they become effective.

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.

3. **Civil Rights Act.** The **Civil Rights Act Attachment (Rev. 01.24.2023)** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The provisions found in the current version of **Contractual Provisions Attachment (Form DA-146a) (Rev. 07/2019),** which is attached hereto, are hereby incorporated into this Agreement, and made a part thereof.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the

charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.

8. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10. **Severability**. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

ATTEST:

06/04/2024

COUNTY CLERK (Date)

(SEAL)

COUNTY CLERK SEAL FINNEY COUNTY KANSAS

FINNEY COUNTY, KANSAS

COMMISSIONER

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: Greg Schieber Digitally signed by Greg Schieber DN: CN=Greg Schieber, O=Kansas Department of Transportation, L=Topeka, S=Kansas, C=US Date: 2024.05.10 10:56:40-05'00'

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

Form Approved
By LAD 05/08/2024
Legal Dept. KDOT

INDEX OF ATTACHMENTS

1. Civil Rights Act (Rev. 01.24.2023)
2. Contractual Provisions Attachment, Form DA-146a (Rev. 07/2019)
3. Federal Anti-Lobbying Certification
4. Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment

KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

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

ASSURANCE APPENDIX E

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

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

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

> The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
>
> The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

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

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

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

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

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

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

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

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

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

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

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Federal Funds Lobbying Certification Attachment
Required Contract Provision

Definitions

1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient**: All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

5-7-24 _____ Scott E. Reece _____

(Date) By: _____

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

(1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
(3) does not have a proposed debarment pending;
(4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: FINNEY COUNTY

Address: 311 N. 9TH OR P.O. BOX M

City/State/Zip: GARDEN CITY, KS 67846

Authorized Company Official's Name and Title: Robert E. Reece County Administrator
(Typed or Printed)

Signature of Authorized Representative: Robert E. Reece 5-7-24
(Date)

311 N. 9th St. Garden City, KS 67846 | (620) 272-3500 | www.finneycounty.org

Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Lona DuVall, President/CEO Finney County Economic Development Corp.
PRESENTER: Lona DuVall, President/CEO Finney County Economic Development Corp.
DATE: November 17, 2025
RE: Update | Finney County Economic Development

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

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Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Derek Ramos, County Administrator
PRESENTER: Derek Ramos, County Administrator
DATE: November 17, 2025
RE: Authorization of Contracted Position - County Appraiser

INFORMATION:
The Board of County Commissioners is asked to consider and approve the appointment of Mr. Jeremy McCulley as County Appraiser, effective January 1, 2026, to maintain statutory compliance and ensure continuity of appraisal operations.

BACKGROUND:
On June 16, 2025, by Resolution No. 16-2025, the Board of County Commissioners appointed Mr. Darwin Martwick as Interim County Appraiser for a period not to exceed six months, the maximum duration permitted under K.S.A. 19-430. That appointment will expire on December 31, 2025.

State statute allows only one interim appointment within a four-year term and requires that a certified professional be appointed to the position once that interim period ends. The certification process for both State-qualified appraisers currently in the County Appraiser's Office remains underway, and completion of those requirements is expected later in 2026. As a result, the County will need certified appraisal coverage to begin the new year in compliance with statute and to ensure that required valuation and reporting activities continue without disruption.

To address this temporary need, staff have explored a short-term contractual arrangement with McCulley & Associates, a firm that has provided professional appraisal and training services to Finney County since approximately 1993. The firm currently assists more than 20 counties across Kansas and maintains extensive knowledge of State property valuation standards and practices.

Mr. Jeremy McCulley, an RMA-certified appraiser with McCulley & Associates, has served as County Appraiser for several Kansas counties and has over 15 years of direct experience working with Finney County under the firm's direction. He is familiar with the County's property data systems, valuation schedules, and internal processes, and is available to provide certified leadership and operational oversight beginning January 1, 2026.

This appointment would ensure that the County remains compliant with State requirements, preserves the integrity of the 2026 valuation cycle, and provides professional mentorship to local appraisal staff as they complete their certification process. The length of the contract with McCulley & Associates would be determined based on the County's internal progress toward certification and readiness for permanent appointment.

ALTERNATIVES:

1. The Governing Body may appoint Jeremy McCulley as Finney County Appraiser, effective January 1, 2026, under a contract with McCulley & Associates until qualified internal staff obtain the required certifications.

2. The Governing Body may choose not to appoint Jeremy McCulley at this time and instead direct staff to identify and present other qualified candidates for the position of County Appraiser.

RECOMMENDATION:
Staff recommends that the Governing Body approve Alternative 1 - appoint Jeremy McCulley as Finney County Appraiser, effective January 1, 2026, under a contract with McCulley & Associates until qualified internal staff obtain the required certifications.

FISCAL/POLICY IMPACT:

The monthly cost for the contracted services of County Appraiser Jeremy McCulley will be $2,000 per month. Any travel to Topeka for hearings will be billed in addition to the monthly contract amount.

Funding for this expense is available in GL 001-13-5039 (County General - Appraiser - Salary), which currently has an available balance of $95,143.98 designated for the County Appraiser Salary for 2026.

ATTACHMENT(S):
KSA 19-430.pdf
33-2025 Appraisers Appointment Resolution McCully 2026
Finney Appraiser Contract.pdf

19-430. County appraiser; appointment, term and qualifications; vacancies; registered mass appraiser designation. (a) (1) On July 1, 1993, and on July 1 of each fourth year thereafter, the board of county commissioners or governing body of any unified government of each county shall by resolution appoint a county appraiser for such county who shall serve for a term of four years expiring on June 30 of the fourth year thereafter. No person shall be appointed or reappointed to or serve as county appraiser in any county under the provisions of this act unless such person shall have at least three years of mass appraisal experience and be qualified by the director of property valuation as an eligible Kansas appraiser under the provisions of this act.

(2) Whenever a vacancy shall occur in the office of county appraiser the board of county commissioners or governing body of any unified government shall appoint an eligible Kansas appraiser to fill such vacancy for the unexpired term. The person holding the office of county or district appraiser or performing the duties thereof on the effective date of this act shall continue to hold such office and perform such duties until a county appraiser is appointed under the provisions of this act. No person shall be appointed to the office of county or district appraiser or to fill a vacancy therein unless such person is currently:

(A) A certified general real property appraiser pursuant to article 41 of chapter 58 of the Kansas Statutes Annotated, and amendments thereto; or

(B) a registered mass appraiser pursuant to rules and regulations adopted by the secretary of revenue.

(3) Notwithstanding the provisions of this subsection, the board of county commissioners or governing body of any unified government may appoint an interim county appraiser, subject to the approval of the director of property valuation, for a period not to exceed six months to fill a vacancy in the office of county appraiser pending the appointment of an eligible county appraiser under the provisions of this act.

(b) The secretary of revenue shall adopt rules and regulations necessary to establish qualifications for the designation of a registered mass appraiser.

(c) On and after July 1, 2023, all appraisal courses necessary to qualify for the designation of a registered mass appraiser and all continuing education appraisal courses necessary to retain such designation shall be courses:

(1) Developed by the director of property valuation specifically related to the administration of the assessment and tax laws of the state; or

(2) approved by the Kansas real estate appraisal board pursuant to K.S.A. 58-4105, and amendments thereto.

History: L. 1974, ch. 112, § 1; L. 1990, ch. 90, § 1; L. 1992, ch. 282, § 1; L. 1994, ch. 241, § 2; L. 1997, ch. 126, § 33; L. 2012, ch. 52, § 1; L. 2014, ch. 81, § 1; L. 2021, ch. 58, § 2; L. 2023, ch. 92, § 5; July 1.

(Published in the Garden City Telegram this _____ day of November, 2025)

RESOLUTION NO. 33-2025

RESOLUTION APPOINTING JEREMY R. MCCULLY COUNTY APPRAISER IN ACCORDANCE WITH K.S.A. 19-430.

WHEREAS, the Board of County Commissioners is required to appoint a county appraiser on July 1, 1993, and July 1 of each fourth year thereafter;

WHEREAS, K.S.A. 19-430 sets forth the qualifications required for appointment to serve as county appraiser;

AND WHEREAS, Jeremy R. McCully has the qualifications required for appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS, AS FOLLOWS:

Section 1: Jeremy R. McCully is hereby appointed County Appraiser for Finney County, Kansas, for the remainder of the unexpired term of four years, beginning January 1, 2026, and ending June 30, 2029.

Section 2. Jeremy R. McCully shall be paid an annual 1099 salary of $24,000.00 beginning July 1, 2025. Mr. McCully's annual salary shall be subject to review annually, as part of the regular budget process or at such other time as the Board of County Commissioners and Mr. McCully may agree.

Section 3. The Board of County Commissioners shall notify Jeremy R. McCully no later than April 1, 2029, if it does not intend to reappoint him as County Appraiser pursuant to K.S.A. 19-430.

Section 6. Prior Finney County Resolutions appointing the County Appraiser are hereby revoked as of January 1, 2026.

Section 6. This resolution shall be effective on January 1, 2026, and following publication in the official county newspaper.

Adopted this 17th day of November, 2026 by the Board of County Commissioner of Finney County, Kansas.

BOARD OF COUNTY COMMISSIONERS

FINNEY COUNTY, KANSAS

_____

Gerry Schultz, Chairman

_____

Vicki Germann, Commissioner

_____

Mike Utz, Commissioner

_____

Kevin Bascue, Commissioner

ATTEST:_____

Dori J. Munyan, County Clerk

_____

Larry Jones, Commissioner

EMPLOYMENT AGREEMENT

This agreement is entered into on this ____ day of November, 2025 by and between THE BOARD OF COUNTY COMMISSIONERS OF FINNEY COUNTY, KANSAS, a municipal corporation existing under the laws of the State of Kansas, hereinafter referred to as "county," and Jeremy R. McCully, hereinafter referred to as "appraiser". as an employment agreement for the position of acting County appraiser and to fulfill the obligation in the attached job description for the appointment beginning January 1, 2026.

The parties recite and declare:

County is a municipal corporation engaged in the operation of a county government and is desirous of employing an interim appraiser to assist County in carrying out its functions until the position of County Appraiser has been filled;

Appraiser has been engaged and has the necessary qualifications, knowledge, expertise and experience in the operation of above designated business;

Appraiser is willing to be employed as a 1099 Salaried Employee on an interim basis by County, and County is willing to employ Employee as County Appraiser on an Interim basis, on the terms, covenants, and conditions set forth in this agreement.

For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in the agreement, County and Employee agree as follows:

1. **Appointment, Term, Removal**

K.S.A. 19-430. County appraiser; appointment, term and qualifications; vacancies. (a) On July 1, 1993, and on July 1 of each fourth year thereafter, the board of county commissioners of each county shall by resolution appoint a county appraiser for such county who shall serve for a term of four years and until a successor is appointed. No person shall be appointed or reappointed to or serve as county appraiser in any county under the provisions of this act unless such person shall have at least three years of mass appraisal experience and be qualified by the director of property valuation as an eligible Kansas appraiser under the provisions of this act. Whenever a vacancy shall occur in the office of county appraiser the board of county commissioners shall appoint an eligible Kansas appraiser to fill such vacancy for the unexpired term and until a successor is appointed. The person holding the office of county or district appraiser or performing the duties thereof on the effective date of this act shall continue to hold such office and perform such duties until a county appraiser is appointed under the provisions of this act. No person shall be appointed to the office of county or district appraiser or to fill a vacancy therein unless such person is currently: (1) A certified general real property appraiser pursuant to article 41 of chapter 58 of the Kansas Statutes Annotated, and amendments thereto; (2) a registered mass appraiser pursuant to rules and regulations adopted by the secretary of revenue; or (3) holding a valid residential evaluation specialist or certified assessment evaluation designation from the International Association of Assessing Officers. Notwithstanding the foregoing provision, any person who holds the office of county or district appraiser on the effective date of this act and who is not eligible for reappointment pursuant to this section shall be eligible for reappointment to such office or appointment as a county or district appraiser in another county for a term expiring on July 1, 1999, and if any such person qualifies for an original appointment or reappointment prior to July 1, 1999, such person may be reappointed for a full term, and any other person who has at least three years of mass appraisal experience and is qualified by the director of property valuation as an eligible Kansas appraiser shall be eligible for appointment to such

office for a term expiring on July 1, 1999, and if any such person qualifies for an original appointment prior to July 1, 1999, such person may be reappointed for a full term.
(b) The secretary of revenue shall adopt rules and regulations prior to October 1, 1997, necessary to establish qualifications for the designation of a registered mass appraiser.

2. **Duties:**

K.S.A. 79-1412a. Powers and duties of county and district appraisers. (a) County appraisers and district appraisers shall perform the following duties:
First. Install and maintain such records and data relating to all property in the county, taxable and exempt, as may be required by the director of property valuation.
Second. Annually, as of January 1, supervise the listing and appraisal of all real estate and personal property in the county subject to taxation except state-appraised property.
Third. Attend meetings of the county board of equalization for the purpose of aiding such board in the proper discharge of its duties, making all records available to the county board of equalization.
Fourth. Prepare the appraisal roll and certify such rolls to the county clerk.
Fifth. Supervise the township trustees, assistants, appraisers and other employees appointed by the appraiser in the performance of their duties.
Sixth. The county appraiser or district appraiser in setting values for various types of personal property, shall conform to the values for such property as shown in the personal property appraisal guides devised or prescribed by the director of property valuation.
Seventh. Carry on continuously throughout the year the process of appraising real property.
Eighth. If the county appraiser or district appraiser deems it advisable, such appraiser may appoint one or more advisory committees of not less than five persons representative of the various economic interests and geographic areas of the county to assist the appraiser in establishing unit land values, unit values for structures, productivity, classifications for agricultural lands, adjustments for location factors, and generally to advise on assessment procedures and methods.
Ninth. Perform such other duties as may be required by law.
(b) The director of property valuation shall give notice to county and district appraisers and county boards of equalization of any proposed changes in the guides, schedules or methodology for use in valuing property prescribed to the county and district appraisers for use in setting values for property within the county or district. Such notice shall also be published in the Kansas register and shall provide that such changes are available for public inspection. Changes and modifications in guides, schedules or methodology for use in valuing property which are prescribed by the director of property valuation for use by county and district appraisers on or after July 1 in any year shall not be utilized in establishing the value, for the current tax year, of any property, the value of which has previously been established for such year.

The parties acknowledge that the appraiser will split time between other counties in the state of Kansas and McCully & Associates. Both parties also acknowledge the appraiser will reside at his permanent address currently in Butler County and be present on an as-needed basis in Finney County. The appraiser will exercise good faith in determining when he is needed in Finney County. The county is required to provide adequate resources and maintain knowledgeable staffing. The parties understand this is a temporary agreement to meet State requirements and provide the county time to get staff certified or find another appraiser and once that requirement is met, Jeremy McCully will resign from the role of Finney County Appraiser.

3. **Term** The term of this agreement shall commence on January 1, 2026 and continue until such time as temporary appraiser services are no longer necessary.

4. **Termination/Severance**
   The appraiser will not receive any salary or severance if the appraiser terminates this contract.

5. **Salary and Benefits**
   The appraiser will receive a contract 1099 salary and be compensated at a rate of $2,000 dollars a month paid in monthly installments. The appraiser agrees he is not eligible for any county health, dental, or life insurance it may offer and any vacation, sick leave, or other paid time off.

6. **Automobile and Travel Expenses**

   The appraiser will not be reimbursed for travel costs to and from the primary residence to Finney County. Shall the appraiser need to stay overnight for county business, the county shall pay for reasonable lodging expenses. The appraiser may use the county vehicle for county business, and the county will reimburse the appraiser for travel expenses for his vehicle if it is used to conduct county business.

   No amendments, changes, or modifications to this contract shall be valid unless in writing and signed by all parties. If any part of this agreement is found to be unconstitutional, unenforceable, or conflicting with any state or federal statute, then that part will be considered invalid, but it will not invalidate or change the rest of the contractual agreements made within this contract.

Witnessed by:

Dori Munyan, County Clerk

Jeremy R. McCully R.M.A., Appraiser

Gerry Schultz
Chairman

Vicki Germann
County Commissioner

Mike Utz
County Commissioner

Kevin Bascue
County Commissioner

Larry Jones
County Commissioner

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Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Derek Ramos, County Administrator
PRESENTER: Derek Ramos
DATE: November 17, 2025
RE: Amendment to Immediate Urban Growth Area Boundary

INFORMATION:
The Governing Body is asked to consider and approve an amendment to the Immediate Urban Growth Area boundary to include additional property located along the northeast corridor of Highway 156 / East Kansas Avenue, generally northeast of the City of Garden City corporate limits, with an effective date of January 1, 2026.

BACKGROUND:
The Immediate Urban Growth Area (IUGA) was established through the Interlocal Cooperative Agreement between Finney County and the City of Garden City (approved November 2024) to ensure coordinated planning, consistent development standards, and orderly growth management in areas adjacent to Garden City.

Under Paragraph 8 of the Agreement, amendments to the IUGA boundary require written approval from both governing bodies in the form of a joint resolution. Paragraph 9(b) of the Agreement assigns to the County the responsibility for drafting such resolutions.

Recent annexations by the City of Garden City along the Highway 156 and East Kansas Avenue corridor have extended the city's development influence northeastward. FCEDC has reported multiple housing and commercial projects under consideration in this corridor, with several investors expressing interest in properties lying immediately outside the current IUGA boundary.

Including these parcels within the IUGA will ensure that new development aligns with the City's adopted building, subdivision, and design standards.
This approach helps avoid long-term challenges that can result from differing development patterns or infrastructure requirements across the corridor. The proposed amendment continues the cooperative planning intent established in the Interlocal Agreement and supports consistency between City and County jurisdictions.

ALTERNATIVES:
1. The Governing Body may approve the proposed amendment to the Immediate Urban Growth Area to include properties generally located northeasterly of the City of Garden City corporate limits along Highway 156 and East Kansas Avenue, and direct County staff and legal counsel to prepare a joint resolution for adoption by both governing bodies, with an effective date of January 1, 2026.

2. The Governing Body may not approve the proposed amendment to the Immediate Urban Growth Area at this time, and direct staff and/or FCEDC to further evaluate boundary options or provide additional information and alternatives for future consideration.

RECOMMENDATION:

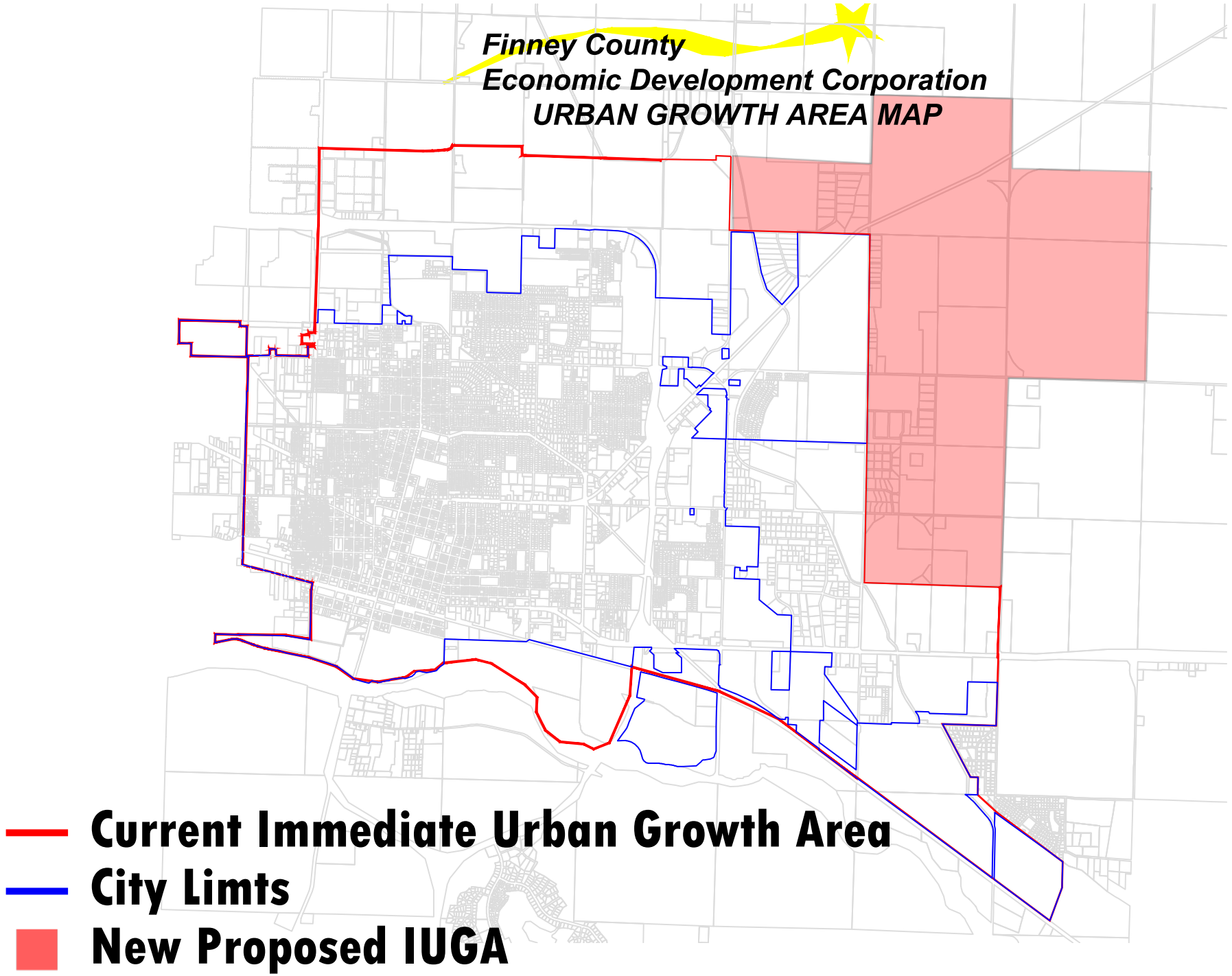
Staff recommends Alternative 1 — approval of the proposed amendment to the Immediate Urban Growth Area and authorization for County staff and legal counsel to prepare a joint resolution in coordination with the City of Garden City.

FISCAL/POLICY IMPACT:

There is no direct fiscal impact associated with this action.
Future financial considerations related to infrastructure or planning services will be reviewed as development projects within the amended boundary are proposed.

ATTACHMENT(S):

Urban Growth Area Additions 111025.pdf
BOCC_Urban Growth Area_IBARF_11 3 2025.pdf
Map adoted May 2025.pdf
2024-10 Interlocal.Agreement.Community.Planning.Development.Governing-Body-Final (fully executed).pdf


Finney County
Economic Development Corporation
URBAN GROWTH AREA MAP
Current Immediate Urban Growth Area
City Limts
New Proposed IUGA

Finney County
Economic Development Corporation

MEMORANDUM

To: Derek Ramos, County Administrator
Finney County Board of County Commissioners (BOCC)

From: Lona DuVall, President/CEO
Finney County Economic Development Corporation

Date: November 3, 2025

Re: **Immediate Urban Growth Area expansion**

Issue:

Properties along the northeast corridor of Highway 156/ East Kansas Avenue have recently been annexed into the City of Garden City corporate limits. FCEDC is working with several projects interested in developing property in the expanded East Kansas Avenue corridor. FCEDC judges it is beneficial to include additional property that lies within the most likely housing and commercial development area in this corridor to ensure alignment with the development standards of adjacent property.

Background:

The Immediate Urban Growth Boundary was designed as a mechanism by which the development standards of the City of Garden City could be applied to projects seeking to develop within the high-growth areas that are likely to be adjacent to or within the corporate boundaries in the near term.

Paragraph 8. AMENDMENT TO IMMEDIATE URBAN GROWTH AREA of the Interlocal Cooperative Agreement (AGREEMENT) dated November 5, 2024, states that "no real property shall be added to or removed from either area and the boundaries thereof shall not be otherwise amended except by the written approval of CITY and COUNTY in the form of a joint resolution adopted by each respective governing body thereof." There is no mention of which Party shall be responsible for drafting the joint resolution, however Paragraph 9(b) of the AGREEMENT states "COUNTY shall draft all resolutions required to carry out the responsibilities, duties, and obligations of the Parties set forth in Paragraph 9, Responsibilities of the Parties, herein."

Alternatives:

1) The BOCC may approve the revised Immediate Urban Growth Area attached to this memorandum, to include additional property generally northeasterly of the City of Garden City corporate limits and direct County staff and/or legal counsel to prepare the required joint resolution with an effective date of January 1, 2026 and submit it to the City of Garden City for their approval.
2) The BOCC may not approve the revised Immediate Urban Growth Area to include additional property generally northeasterly of the City of Garden City corporate limits and instruct staff and/or FCEDC to provide additional alternatives.

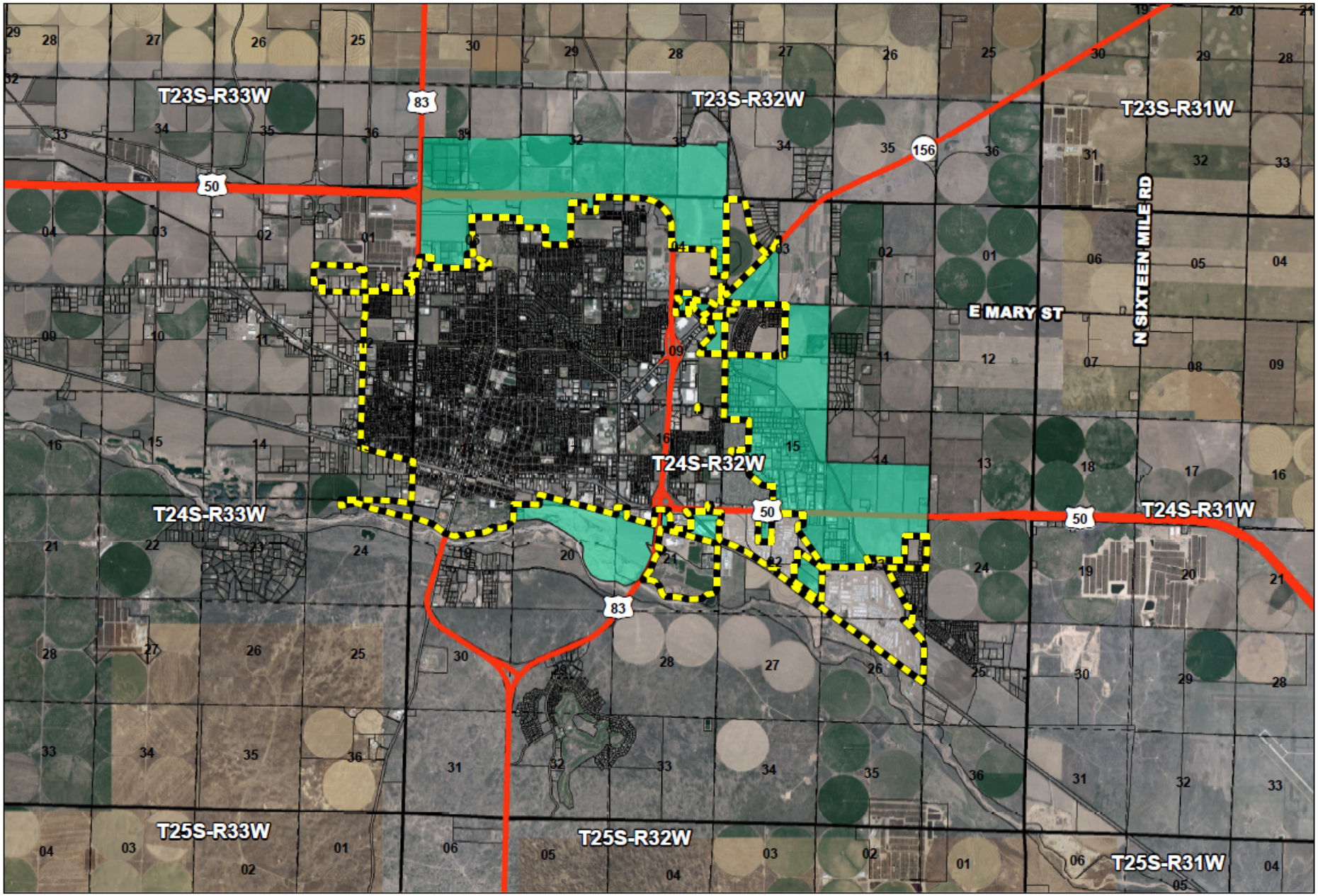
Recommendation:

FCEDC recommends Alternative 1.

Fiscal Note:
FCEDC is not aware of any fiscal note attributable to this action.

Attachments:
Adopted Immediate Urban Growth Area map
Proposed revised Immediate Urban Growth Area map

Exhibit 1



Legend

Immediate Growth Area

0 5,000 10,000 20,000 Feet

N

GARDEN CITY
KANSAS

INTERLOCAL COOPERATIVE AGREEMENT

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made and entered into the 5th day of November, 2024, by and between the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), and the **COUNTY OF FINNEY, KANSAS**, a duly organized Kansas county ("COUNTY"), together collectively referred to as the "Parties".

RECITALS

A. COUNTY and CITY have had an ongoing contractual relationship since 1994 for CITY to provide community planning and development services to the entirety of the unincorporated areas of Finney County, Kansas, which, pursuant to the most recent of such agreements, authorizes CITY to perform the inspection and enforcement of building codes, the issuance of licenses and permits, the administration and enforcement of floodplain regulations, the administration and enforcement of the environmental code, the necessary support services for the Finney County Board of Zoning Appeals, and the revision of the field survey in relation to such areas. In addition thereto, CITY is authorized by County Resolution No. 25-2010 to, through its code compliance officer, investigate and verify public nuisances, at the request of COUNTY, within the entirety of the unincorporated areas of Finney County, Kansas.

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

C. Despite each jurisdiction expanding their respective community planning and development resources, there still exists a persistent demand for these services.

D. The increase in residential, commercial, and industrial development within Garden City, Kansas has also created a need to expand the corporate limits of the city through annexation and, since the last agreement was entered into, many lands within the unincorporated areas of Finney County, Kansas have been and will continue to be annexed into the city to accommodate such growth.

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

F. CITY and COUNTY consider it mutually advantageous to designate and establish an immediate area within the unincorporated areas of Finney County, Kansas in order to plan, promote, and regulate the urban growth of Garden City, Kansas.

G. The Parties have determined that the joint and cooperative provision of community planning and development resources will utilize taxpayer dollars in the most efficient and effective manner that is currently available.

H. CITY and COUNTY, therefore, consider it mutually advantageous to allocate their respective community planning and development resources in a joint and cooperative manner, as further set forth in this Agreement.

I. For any areas within the unincorporated areas of Finney County, Kansas that are not located within the immediate urban growth area COUNTY desires to provide all planning services and zoning services.

J. For any areas within the unincorporated areas of Finney County, Kansas that are located within the immediate urban growth area, COUNTY desires for CITY to provide all planning services and zoning services.

K. For any areas within the unincorporated areas of Finney County, Kansas, regardless of whether such area is located within or outside of any urban growth area, COUNTY desires for CITY to provide all code enforcement services, permitting and inspections services, and statutory board secretarial services.

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

M. Providing for the planning, promotion, and regulation of the urban growth of Garden City, Kansas and allocating their respective community planning and development resources in a joint and cooperative manner is a benefit to the governmental functions of CITY and COUNTY and is a benefit to the general public within each respective jurisdiction.

N. The Parties desire to enter into this Agreement to define and express all of their respective rights, commitments, undertakings, and other obligations with respect to the provision of community planning and development services within all unincorporated areas of Finney County, Kansas and, further, for this Agreement to supersede and terminate in their entirety any prior agreements between the Parties concerning the subject matter hereof.

O. Despite the title of this Agreement including the term "interlocal", the Parties are not entering into this Agreement pursuant to the provisions of K.S.A. 12-2901 through 12-2907 and, rather, the Parties are entering into this Agreement pursuant to the authority set forth in Paragraph 2, Authority, herein.

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

Q. Each individual Party is authorized by law to provide community planning and development services within their respective jurisdictions.

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

1. **PURPOSE.** The purpose of this Agreement is to establish the rights and duties of the Parties in relation to the provision of community planning and development services in all unincorporated areas of Finney County, Kansas. Nothing in this Agreement shall be construed to establish a separate governmental entity for the performance of any function. No provision of this Agreement shall be construed, in and of itself, as an amendment to the City Zoning Regulations or County Zoning Regulations, as defined below. Each and every recital is restated and incorporated by reference as if fully set forth herein.

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

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

4. **GENERAL DEFINITIONS.** As used in this Agreement, the following words and phrases shall have the meaning respectively ascribed to them in this paragraph, unless otherwise described in this Agreement:

(a) **DEFINITIONS RELATING TO SERVICES.**

(i) **Code Enforcement Services** means providing Investigation & Prosecutorial Assistance for any complaint received alleging a public nuisance as defined by County Resolution or Regulations.

(ii) **Permitting & Inspections Services** means: (A) receiving, processing, and approving or denying any application or formal request for a building permit or certificate of occupancy submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public in relation to any such building permit, certificate of occupancy, or inspection related thereto; and (C) providing Investigation & Prosecutorial Assistance for any complaint received alleging a violation of the City Building Codes or County Building Codes, as the case may be.

(iii) **Planning Services** means: (A) receiving, processing, and reviewing any plat, regardless of type, submitted by the public pursuant to the City Subdivision Regulations or County Subdivision Regulations, as the case may be; (B) presenting and making a recommendation to the Holcomb-Garden City-Finney County Area Planning Commission ("Planning Commission") on any such plat, including, but not limited to, drafting any memorandums, staff reports, and exhibits for such presentation; (C) receiving, processing, and making a recommendation to the Planning Commission on any application or written request submitted by the public in relation to any variance, exception, or waiver pursuant to the City Subdivision Regulations or County Subdivision Regulations, as the case may be, but excluding any bond; (D) receiving and responding to customer service inquiries of the public in relation to any such plat, application, or written request; and (E) providing Investigation & Prosecutorial Assistance for any complaint received from the public alleging a violation of the City Subdivision Regulations or County Subdivision Regulations, as the case may be.

(iv) **Zoning Services** means: (A) receiving, processing, and reviewing any application or written request submitted by the public in relation to any rezoning, conditional use permit, variance, exception, or waiver pursuant to the City Zoning Regulations or County Zoning Regulations, as the case may be; (B) presenting and making a recommendation to the Board of Zoning Appeals of Finney County, Kansas ("County BZA") or the Planning Commission, as the case may be, on any such application or written request, including, but not limited to, drafting any memorandums, staff reports, and exhibits for such presentation; (C) receiving and responding to customer service inquiries of the public in relation to any such

application or written request; and (D) providing Investigation & Prosecutorial Assistance for any complaint received from the public alleging a violation of the City Zoning Regulations or County Zoning Regulations, as the case may be.

(b) DEFINITIONS RELATING TO PROCESSES.

(i) **Investigation & Prosecutorial Assistance** means receiving, investigating, making a recommendation on, and assisting with the prosecution of any complaint alleging a public nuisance or alleging a violation of the City Building Codes, City Subdivision Regulations, City Zoning Regulations, County Building Codes, County Subdivision Regulations, or County Zoning Regulations, as the case may be.

(ii) **Site Plan Review Coordination** means: (A) receiving and processing any site plans submitted pursuant to the site plan requirements of the City Zoning Regulations or County Zoning Regulations, as the case may be; (B) disseminating any such site plans to designated staff and stakeholders for purposes of review; (C) coordinating, scheduling, and managing any meetings that may be required or desirable for such review; and (D) collating any comments, responses, and feedback submitted by such staff and stakeholders upon such review.

(iii) **Internal Staff Review Coordination** means coordinating, scheduling, and managing any internal staff review meetings requested by the public for the purposes of providing an informal process for landowners and developers to discuss with and receive feedback from designated staff and invited guests on conceptual plans for a new project.

(c) DEFINITIONS RELATING TO RULES AND REGULATIONS.

(i) **City Building Codes** means the NFPA 70: National Electrical Code, the International Building Code, the International Residential Code for One- and Two-Family Dwellings, the International Existing Building Code, the International Code Council Performance Code for Buildings and Facilities, the International Plumbing Code, the International Mechanical Code, International Fuel Gas Code, the International Property Maintenance Code, the International Swimming Pool and Spa Code, and the International Fire Code, as incorporated by reference by resolution of the City Commission of CITY with any omissions, deletions, modifications, additions, and amendments made thereto, as the same is in effect as of the time any such code is applied to a particular matter.

(ii) **City Development & Design Standards** means: (A) any construction specifications, standards, criteria, and guidelines set forth in the Code of Ordinances of CITY, as the same is in effect as of the time any such standard is applied to a particular matter; and (B) any development and design handbook, appendix, or manual of CITY, including, but not limited to, the General Improvements Handbook, Appendix A - W-1 Standard Water Specifications, Appendix A - SS-1 Standard Wastewater Specifications, Appendix A - TT-1 Trenchless Technologies Specifications, Erosion and Sediment Control Manual, and Post Construction Stormwater Best Practices Manual, as the same is in effect as of the time any such standard is applied to a particular matter.

(iii) **City Subdivision Regulations** means the Subdivision Regulations of Garden City, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

(iv) **City Zoning Regulations** means the Zoning Regulations of Garden City, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

(v) **County Building Codes** means the NFPA 70: National Electrical Code, the International Building Code, the International Residential Code for One- and Two-Family Dwellings, the International Existing Building Code, the International Code Council Performance Code for Buildings and Facilities, the International Plumbing Code, the International Mechanical Code, International Fuel Gas Code, the International Property Maintenance Code, the International Swimming Pool and Spa Code, and the International Fire Code, as incorporated by reference by resolution of the Board of County Commissioners of COUNTY with any omissions, deletions, modifications, additions, and amendments made thereto, as the same is in effect as of the time any such code is applied to a particular matter.

(vi) **County Development & Design Standards** means: (A) any construction specifications, standards, criteria, and guidelines adopted by resolution of the Board of County Commissioners of COUNTY, as the same is in effect as of the time any such standard is applied to a particular matter; and (B) any development and design handbook, appendix, or manual of COUNTY, as the same is in effect as of the time any such standard is applied to a particular matter

(vii) **County Subdivision Regulations** means the Subdivision Regulations of Finney County, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

(viii) **County Zoning Regulations** means the Zoning Regulations of Finney County, Kansas, as the same is in effect as of the time any such regulation is applied to a particular matter.

5. **IMMEDIATE URBAN GROWTH AREA.** CITY has heretofore provided COUNTY with a map depicting which areas of the unincorporated areas of Finney County, Kansas that are: (a) immediately adjacent to the corporate limits of Garden City, Kansas; and (b) identified by CITY for possible development or redevelopment in the near future based upon growth and development trends of Garden City, Kansas and upon the proximity to established infrastructure and services of CITY ("Immediate Urban Growth Area"). Said map is attached hereto as **Exhibit 1**, which is hereby incorporated by reference as if fully set forth herein. The Board of County Commissioners of COUNTY shall adopt the Immediate Growth Area by resolution, which shall include a map depicting areas forming the boundaries of the Immediate Urban Growth Area. The Board of County Commissioners of COUNTY shall adopt the resolution on or before November 1, 2024, with the resolution having an effective date of no earlier than January 1, 2025.

6. **INCORPORATION.** COUNTY shall adopt a resolution incorporating by reference the City Building Codes, City Development & Design Standards, City Subdivision Regulations, and City Zoning Regulations for the Immediate Urban Growth Area. Any such incorporation shall be construed as being incorporated pursuant to K.S.A. 12-3033 through 12-3305, and amendments thereto, and shall not be construed as an exercise of extraterritorial jurisdiction by CITY pursuant to K.S.A. 12-750, K.S.A. 12-715b, or any other law or authority.

7. **FURTHER ACTION.** The Parties acknowledge and understand that implementing the Immediate Urban Growth Area or otherwise accomplishing the intent of this Agreement may require or make it desirable to take further actions, including, but not limited to, amending the following: (a) the

Comprehensive Plan of CITY; (b) the Comprehensive Plan of COUNTY; (c) the City Zoning Regulations; (d) the County Zoning Regulations; (e) the City Subdivision Regulations; (f) the County Subdivision Regulations; or (g) any ordinances, resolutions, regulations, or by-laws of any statutory board.

8. AMENDMENT TO IMMEDIATE URBAN GROWTH AREA. Following the establishment of the Immediate Urban Growth Area pursuant to Paragraph 5, Immediate Urban Growth Area, herein, no real property shall be added to or removed from either area and the boundaries thereof shall not be otherwise amended except by the written approval of CITY and COUNTY in the form of a joint resolution adopted by each respective governing body thereof. Any such joint resolution shall include a map depicting the new areas forming the boundaries of the Immediate Urban Growth Area. The parties agree to communicate each year in September to determine if a joint resolution is necessary.

9. RESPONSIBILITIES OF THE PARTIES. The responsibilities, duties, and obligations of the Parties in relation to the scope of services for this Agreement shall be as follows:

(a) RESPONSIBILITIES OF CITY. In exchange for the compensation set forth in Paragraph 16, Payment for Services, herein, CITY shall perform all responsibilities, duties, and obligations in the manner set forth in this subparagraph.

(i) CODE ENFORCEMENT. CITY shall exclusively perform all Code Enforcement Services for matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area, subject to each of the following:

(A) INFORMING COUNTY. CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Code Enforcement Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(B) PROACTIVE ENFORCEMENT NOT INCLUDED. Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged public nuisance.

(C) SELF-HELP AND ABATEMENT REMEDIES NOT INCLUDED. Nothing in this Agreement shall be construed to require CITY to comply with any self-help or abatement remedy provision of a resolution of COUNTY, including, but not limited to, Resolution No. 25-2010, which passed and approved by the Board of County Commissioners of COUNTY on November 8, 2010.

(D) INDEPENDENT AND SOLE DISCRETION. CITY shall have the authority to perform any such Code Enforcement Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Code Enforcement Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or

prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to public nuisances occurring within the unincorporated areas of Finney County, Kansas.

(ii) PERMITTING & INSPECTIONS. CITY shall exclusively perform all Permitting & Inspections Services for matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area, unless otherwise specified below, subject to each of the following:

(A) RIGHT-OF-WAY AND UTILITY PERMITS NOT INCLUDED. CITY shall receive and process any application or formal request, including any application fees as set by COUNTY, for any right-of-way or utility permit submitted by the public but shall have no authority to approve or deny any such permit or to perform any inspection related thereto. Upon receipt of such permit, CITY shall forward the permit to the Development Liaison of COUNTY for approval or denial. CITY shall thereafter remit any such application fees to COUNTY within a reasonable time determined by the Parties.

(B) SEPTIC SYSTEM PERMITS NOT INCLUDED. CITY shall receive and process any application or formal request, including any application fees as set by COUNTY, for any septic system permit submitted by the public but shall have no authority to approve or deny any such permit or to perform any inspection related thereto. Upon receipt of such permit, CITY shall forward the permit to the Development Liaison of COUNTY for approval or denial. CITY shall thereafter remit any such application fees to COUNTY within a reasonable time determined by the Parties.

(C) PLANNER REVIEW NOT INCLUDED. For all unincorporated areas of Finney County that are not within the Immediate Growth Area, CITY shall receive and process any application or formal request, including any application fees, for any building permit submitted by the public that requires the review of a planner for compliance with the County Subdivision Regulations but CITY shall have no authority to approve or deny any such permit. Upon receipt of such permit, CITY shall forward the permit to the Development Liaison of COUNTY for approval or denial and for planner review. CITY shall have the right to retain any such application fees.

(D) INFORMING COUNTY. CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Permitting & Inspections Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(E) PROACTIVE ENFORCEMENT NOT INCLUDED. Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the City Building Codes or County Building Codes, as the case may be.

(F) AMENDMENTS TO COUNTY CODES NOT INCLUDED. Nothing in this Agreement shall be construed to require CITY to receive or process any request from the public or from COUNTY to amend the County Building Codes; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to the Board of County Commissioners of COUNTY.

(G) INDEPENDENT AND SOLE DISCRETION. CITY shall have the authority to perform any such Permitting & Inspections Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Permitting & Inspections Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to any building code violations occurring within the unincorporated areas of Finney County, Kansas.

(iii) PLANNING SERVICES. CITY shall exclusively perform all Planning Services for matters within the Immediate Urban Growth Area, subject to each of the following:

(A) INFORMING COUNTY. CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Planning Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(B) CONSULTATION WITH COUNTY. Prior to making a recommendation to the Planning Commission on any plat, application, or written request within the scope of such Planning Services, CITY shall provide the Development Liaison of COUNTY a period of time in which to submit a written recommendation that includes the collective advice, opinions, and comments of COUNTY on the matter, including any supporting documentation ("County Planning Recommendation"). Absent extraordinary circumstances, the Development Liaison of COUNTY shall submit any County Planning Recommendation to the Director or Assistant Director of the Neighborhood & Development Services department of CITY no more than ten (10) business days following the request for the same by the CITY. For any County Planning Recommendation that is submitted in a timely manner, CITY shall take the recommendation into consideration, but shall not be bound by it. In the event of dispute or disagreement between CITY and COUNTY on a matter in which a County Planning Recommendation was timely submitted,

CITY shall attach the recommendation as an exhibit to CITY's memorandum or staff report associated with the matter and shall ensure that the recommendation is made available to the Planning Commission. For any County Planning Recommendation that is submitted in an untimely manner, CITY may, but shall not be obligated to, take the recommendation into consideration and to make the recommendation available to the Planning Commission. Any advice, opinions, comments, and other information and documents contained in any County Planning Recommendation shall be advisory only and shall not be binding upon CITY.

(C) **PROACTIVE ENFORCEMENT NOT INCLUDED.** Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the City Subdivision Regulations or County Subdivision Regulations, as the case may be.

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

(E) **INDEPENDENT AND SOLE DISCRETION.** CITY shall have the authority to perform any such Planning Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Planning Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to: (1) any subdivision regulation violations occurring within the unincorporated areas of Finney County, Kansas; or (2) the ultimate decision on whether to approve any plat, variance, exception, or waiver pursuant to the subdivision regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas.

(iv) **ZONING SERVICES.** CITY shall exclusively perform all Zoning Services for matters within the Immediate Urban Growth Area, subject to each of the following:

(A) **INFORMING COUNTY.** CITY shall provide COUNTY with access to the community development and permit management program that CITY employees use in the performance of such Zoning Services. Any such access shall be subject to any restrictions or permissions mutually agreed to by the Parties. The scope of data for such access shall be limited to only that data which is entered into the program in the ordinary course of business of CITY in performing such services and nothing in this paragraph shall obligate CITY to enter any particular data into the program at the request of COUNTY. The scope of data for such access shall be limited to matters within the Immediate Urban Growth Area. Any such access shall allow COUNTY to generate reports from such data.

(B) CONSULTATION WITH COUNTY. Prior to making a recommendation to the County BZA or the Planning Commission, as the case may be, on any application or written request within the scope of such Zoning Services, CITY shall provide the Development Liaison of COUNTY a period of time in which to submit a written recommendation that includes the collective advice, opinions, and comments of COUNTY on the matter, including any supporting documentation ("County Zoning Recommendation"). Absent extraordinary circumstances, the Development Liaison of COUNTY shall submit any County Zoning Recommendation to the Director or Assistant Director of the Neighborhood & Development Services department of CITY no more than ten (10) business days following the request for the same by the CITY. For any County Zoning Recommendation that is submitted in a timely manner, CITY shall take the recommendation into consideration, but shall not be bound by it. In the event of dispute or disagreement between CITY and COUNTY on a matter in which a County Zoning Recommendation was timely submitted, CITY shall attach the recommendation as an exhibit to CITY's memorandum or staff report associated with the matter and shall ensure that the recommendation is made available to the County BZA or the Planning Commission, as the case may be. For any County Zoning Recommendation that is submitted in an untimely manner, CITY may, but shall not be obligated to, take the recommendation into consideration and to make the recommendation available to the County BZA or Planning Commission, as the case may be. Any advice, opinions, comments, and other information and documents contained in any County Zoning Recommendation shall be advisory only and shall not be binding upon CITY.

(C) PROACTIVE ENFORCEMENT NOT INCLUDED. Nothing in this Agreement shall be construed to require CITY to perform any patrol, scheduled inspection, neighborhood sweep, or any other proactive enforcement that is not dependent on a specific complaint from the public of an alleged violation of the City Zoning Regulations or County Zoning Regulations, as the case may be.

(D) AMENDMENTS TO COUNTY REGULATIONS NOT INCLUDED. Nothing in this Agreement shall be construed to require CITY to receive or process any request from the public or from COUNTY to amend the County Zoning Regulations; provided, however, that CITY shall, upon the request of COUNTY, issue a professional recommendation regarding such amendment to: (1) the County BZA or the Planning Commission, as the case may be; (2) Board of County Commissioners of COUNTY; or (3) any combination thereof.

(E) INDEPENDENT AND SOLE DISCRETION. CITY shall have the authority to perform any such Zoning Services in its sole discretion, to the fullest extent permitted by law, ordinance, resolution, or regulation. The performance of any such Zoning Services by CITY shall not be subject to the supervision, control, or direction of the employees, contractors, or agents of COUNTY. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to: (1) any zoning regulation violations occurring within the unincorporated areas of Finney County,

Kansas; or (2) the ultimate decision on whether to approve any rezoning, conditional use permit, variance, exception, or waiver pursuant to the zoning regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas.

(v) SITE PLAN REVIEW. CITY shall exclusively perform all Site Plan Review Coordination for matters within the Immediate Urban Growth Area.

(vi) INTERNAL STAFF REVIEW. CITY shall exclusively perform all Internal Staff Review Coordination for matters within the Immediate Urban Growth Area. CITY shall include any designated employees or contractors of COUNTY on any weekly site plan review emails that include all site plans received for a particular week and that are distributed by CITY on a weekly basis to representatives of the city engineer of CITY, the Neighborhood & Development Services department of CITY, the Public Works & Utilities Department of CITY, the United States Postal Service, the Kansas Department of Transportation, public districts, and private utility companies.

(vii) INVESTIGATION OF VIOLATIONS; ASSISTANCE WITH PROSECUTION. The responsibility, duty, and obligation of CITY to perform any Investigation & Prosecutorial Assistance pursuant to Paragraph 9(a), Responsibilities of City, herein shall be supplemented as follows:

(A) Upon the receipt of any complaint alleging a public nuisance or alleging a violation of the City Building Codes, City Subdivision Regulations, City Zoning Regulations, County Building Codes, County Subdivision Regulations, or County Zoning Regulations, as the case may be, CITY shall investigate and gather all necessary information and documentation from the complaining party, any third-party witness, or any other source that enables CITY to make a recommendation on the merits of each such alleged nuisance or violation. CITY shall thereafter review all information and documentation and shall prepare and submit an Investigation Report or Investigation Status Report to COUNTY, as defined below. Whenever the County Counselor of COUNTY files an action in the District Court of Finney County, Kansas pursuant to K.S.A. 19-101d, and amendments thereto, CITY shall assist with any such prosecution by, upon request from such County Counselor, attending any meetings, preparing any report, exhibit, or other document to support the prosecution, and appearing for any depositions and court hearings.

(B) INVESTIGATION REPORT.

(1) GENERAL; CONTENTS. Whenever CITY receives any complaint alleging a public nuisance or alleging such violation, CITY shall prepare a written recommendation to the County Counselor of COUNTY that shall include, at a minimum, the following information and documents: (a) the relevant background information; (b) a copy of any other information or documentation that was submitted or gathered from the complaining party or any other source; and (c) a recommendation stating whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d, and amendments thereto ("Investigation Report").

(2) TIME FRAME. An Investigation Report shall be submitted by CITY to the County Counselor of COUNTY within a reasonable time after: (a) CITY has gathered all necessary information and documentation from the

complaining party, any third-party witnesses, or any other source that enables CITY to make a recommendation of whether each alleged violation is supported by probable cause pursuant to K.S.A. 19-101d, and amendments thereto; and (b) CITY has had a reasonable time to review the same.

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

(D) INDEPENDENT DECISION. Nothing in this Agreement shall be construed to require COUNTY to accept the recommendation of any Investigation Report and, upon the receipt of such report, COUNTY may accept or reject the recommendation or, in lieu thereof, may submit a Request for Further Information to CITY, as defined below.

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

(viii) STATUTORY BOARD SECRETARIAL SERVICES. CITY shall exclusively perform all secretarial and administrative services set forth in the bylaws or establishment resolution for the County BZA for matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area, subject to each of the following:

(A) Nothing in this Agreement shall be construed to require CITY to perform the preparation of memorandums, staff reports, and exhibits thereto and the presentation of the same to the County BZA for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(B) Nothing in this Agreement shall be construed to in any way omit, delete, modify, add to, amend, or otherwise change the responsibilities, duties, and obligations of CITY to act as the Secretary to the Planning Commission.

(ix) FLOODPLAIN REGULATIONS. CITY shall exclusively administer and enforce any laws, resolutions, or regulations related to floodplain management for matters within the Immediate Urban Growth Area, subject to the engineering review responsibilities, duties, and obligations of COUNTY set forth in subparagraph (b) of Paragraph 9, Responsibilities of the Parties, herein. CITY shall have no obligation to administer and enforce any laws, resolutions, or regulations related to floodplain management for matters within the unincorporated areas of Finney County, Kansas that are not within the Immediate Urban Growth Area.

(x) FIELD SURVEY. CITY shall exclusively perform all updates and revisions to the field survey for the entirety of the unincorporated areas of Finney County, Kansas including the Immediate Urban Growth Area, in order to determine the proper land use of public and private real property in accordance with the controlling land use and zoning plans, rules, and regulations of COUNTY.

(xi) MAINTENANCE OF STREET AND STORMWATER INFRASTRUCTURE. Nothing in this Agreement shall prohibit, restrict, or limit the Parties from entering into a separate agreement or agreements for the maintenance, repair, inspection, and testing of any public infrastructure within the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area. In the event that such agreement or agreements is negotiated or entered into, CITY shall not be made responsible for the maintenance, repair, inspection, and testing of any public infrastructure other than street and stormwater infrastructure.

(b) RESPONSIBILITIES OF COUNTY. COUNTY shall perform all responsibilities, duties, and obligations in the manner set forth in this subparagraph.

(i) PLANNING SERVICES. COUNTY shall exclusively perform all Planning Services for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(ii) ZONING SERVICES. COUNTY shall exclusively perform all Zoning Services for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area, except that CITY shall continue

(iii) SITE PLAN REVIEW. COUNTY shall exclusively perform all Site Plan Review Coordination for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(iv) INTERNAL STAFF REVIEW. COUNTY shall exclusively perform all Internal Staff Review Coordination for matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth.

(v) COUNTY BZA SECRETARIAL SERVICES. COUNTY shall exclusively perform the preparation of memorandums, staff reports, and exhibits thereto and the presentation of the same to the County BZA for any matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

(vi) FLOODPLAIN REGULATIONS. COUNTY shall provide engineering review, as deemed necessary by COUNTY Engineer, related to floodplain management for matters within the Immediate Urban Growth Area, subject to the administration and enforcement responsibilities, duties, and obligations of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein. COUNTY shall administer and enforce any laws, resolutions, or regulations related to floodplain management for matters within the unincorporated areas of Finney County, Kansas that are not within the Immediate Urban Growth Area. Under no circumstance shall this section obligate COUNTY to provide a comprehensive Floodplain Study.

(vii) ENVIRONMENTAL CODE. COUNTY shall administer and enforce the Environmental Code of COUNTY pursuant to Resolution No. 34-92, including, but not limited to, the inspection of new septic tanks and systems, or matters within the entirety of the unincorporated areas of Finney County, Kansas, including the Immediate Urban Growth Area.

(viii) RIGHT-OF-WAY AND UTILITY PERMITS. COUNTY shall exclusively perform the following in relation to any right-of-way and/or utility permit: (A) approving or denying any application or formal request for such permit submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public in relation to any such permit or inspection related thereto; and (C) enforcing any such permit and investigating and prosecuting any alleged violation of such permit.

(ix) SEPTIC SYSTEM PERMITS. COUNTY shall exclusively perform the following in relation to any septic system permit: (A) approving or denying any application or formal request for such permit submitted by the public and performing any inspection related thereto; (B) receiving and responding to customer service inquiries of the public in relation to any such permit or inspection related thereto; and (C) enforcing any such permit and investigating and prosecuting any alleged violation of such permit.

(x) DRAFTING OF RESOLUTIONS. COUNTY shall draft all resolutions required to carry out the responsibilities, duties, and obligations of the Parties set forth in Paragraph 9, Responsibilities of the Parties, herein.

(xi) MAINTAINING CITY INDEPENDENCE AND SOLE DISCRETION. COUNTY shall not permit any of its employees, contractors, or agents to exercise or attempt to exercise any supervision, control, or direction over any employee, consultant, or agent of CITY in the performance of any Code Enforcement Services, Permitting & Inspections Services, Planning Services, or Zoning Services, as set forth in Paragraphs 9(a)(i) through (iv), Code Enforcement, Permitting & Inspections, Planning Services, and Zoning Services, herein. Nothing in this Agreement shall be construed to limit, restrict, or prohibit the independence and autonomy of the Board of County Commissioners of COUNTY to hear and decide matters relating to: (A) public nuisances occurring within the unincorporated areas of Finney County, Kansas; (B) any building code violations occurring within the unincorporated areas of Finney County, Kansas; (C) any subdivision regulation violations occurring within the unincorporated areas of Finney County, Kansas; (D) the ultimate decision on whether to approve any plat, variance, exception, or waiver pursuant to the subdivision regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas; (E) any zoning regulation violations occurring within the unincorporated areas of Finney County, Kansas; or (F) the ultimate decision on whether to approve any rezoning, conditional use permit, variance, exception, or waiver pursuant to the zoning regulations relating to a land use or real property within the unincorporated areas of Finney County, Kansas.

10. REGULATORY FRAMEWORK. In performing their respective responsibilities, duties, and obligations as set forth in Paragraph 9, Responsibilities of the Parties, herein, the Parties shall apply and enforce the codes, standards, and regulations set forth in subparagraph (c) of Paragraph 4, General Definitions, herein, as follows:

(a) **IMMEDIATE URBAN GROWTH AREA.** CITY shall apply and enforce the City Building Codes, City Development & Design Standards, City Subdivision Regulations, and City Zoning Regulations for all matters within the Immediate Urban Growth Area, subject to the agricultural use exemption set forth in K.S.A. 19-2908.

(c) **OTHER UNINCORPORATED AREAS OF FINNEY COUNTY, KANSAS.** COUNTY shall apply and enforce the County Building Codes, County Development & Design Standards, County Subdivision Regulations, or County Zoning Regulations for all matters within all unincorporated areas of Finney County, Kansas that are not located within the Immediate Urban Growth Area.

13. **FEES AND OTHER ASSESSMENTS.** CITY shall be authorized to charge and collect any fees or other assessments for the processing or administration of any license, permit, application, or request related to any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, regardless of whether such fee is established by CITY or COUNTY, including, but not limited to, any mileage fees, penalty fees, and inspection fees. Any such fees and assessments shall be the sole property of CITY. COUNTY may, from time-to-time and on a case-by-case basis, waive a fee or assessment up to eighty percent (80%) of the fee value, but only upon the condition that COUNTY reimburses CITY for such waived amount within a reasonable time after the fee is paid.

12. **LEGAL INTERPRETATIONS; LEGAL ADVICE.** In the event that CITY requires a legal interpretation of any law, ordinance, resolution, or regulation or any other legal advice in the performance of any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, CITY may elect to obtain a legal interpretation or other legal advice from the County Counselor of COUNTY, City Attorney of CITY, Assistant City Attorney of CITY, special legal counsel approved by CITY, special legal counsel approved by COUNTY, or any combination thereof. CITY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from its City Attorney, Assistant City Attorney, or special legal counsel approved by CITY. COUNTY shall be solely responsible for paying any legal fees associated with CITY obtaining a legal interpretation or other legal advice from the County Counselor of COUNTY or from any special legal counsel approved by COUNTY. The failure of CITY to obtain a legal interpretation or other legal advice from any legal counsel or to obtain a legal interpretation or other legal advice from the County Counselor of COUNTY or from special legal counsel approved by COUNTY shall not constitute an element of default under this Agreement. COUNTY shall have no obligation to accept the legal opinion of any legal counsel utilized by CITY.

13. **OPEN RECORDS.** Any information or document that is received or created by CITY in the course of performing any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, including, but not limited to, electronic communications, shall be maintained and controlled by CITY. Nothing in this Agreement shall be construed to in any way limit, restrict, or prohibit CITY from disclosing any such record to the Planning Commission, the County BZA, the Board of County Commissioners of COUNTY, to the respective applicant or requesting party, or to any other party. Likewise, nothing in this Agreement shall be construed to in any way limit or waive any exception to disclosure that CITY may have pursuant to the Kansas Open Records Act, K.S.A. 45-215 et seq. and amendments thereto, or pursuant to any other law.

14. **NO KEY PERSONNEL.** Nothing in this Agreement shall be construed to require CITY to designate, assign, or use any particular employee, contractor, or agent of CITY in the performance of any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein.

15. **TERM.** The term of this Agreement shall be for a term of three (3) years, commencing on the 1st day of January, 2025 ("Effective Date") and ending on the 31st day of December, 2027.

16. **PAYMENT FOR SERVICES.** In exchange for CITY performing the responsibilities, duties, and obligations set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, COUNTY shall pay to CITY the sum of $247,917.70 for each year of this Agreement, which shall be payable in two (2) payments of $123,958.85, with the first payment to be paid on or before January 15th of each year and the second payment to be paid on or before July 15th of each year. The payment method for any payment made pursuant to this paragraph shall be by a check made payable to the City Clerk of CITY or by any other payment method agreed to in writing by the City Manager of CITY. For year two and year three of this Agreement, CITY shall have the option to escalate the annual payment in an amount not greater than five percent (5%) of the total compensation for the previous year, but only upon the condition that CITY provides written notice to COUNTY of its intent to exercise such escalation on or before May 15th of the year immediately preceding the year in which such escalation is to take effect.

17. **INDEPENDENT CONTRACTOR.** CITY acknowledges and agrees that any of its employees, contractors, or agents who perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein shall be considered as independent contractors of COUNTY and shall not be considered as employees of COUNTY.

18. **NO EMPLOYMENT RELATIONSHIP; LABOR COSTS.** CITY acknowledges and agrees that no employment relationship shall exist between COUNTY and any employee, contractor, or agent of CITY who performs any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, except as may be established by separate agreement between the Parties for a shared employee. CITY shall be solely responsible for the payment of any and all labor costs and labor expenses in relation to any employee, contractor, or agent of CITY who performs any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein or in relation to any other obligation of CITY pursuant to this Agreement. CITY shall maintain workers' compensation insurance, pursuant to the laws of the State of Kansas, for any of its employees who perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein. CITY shall be solely responsible for all withholdings required by law and the payment of any taxes and assessments associated therewith for any of its employees who perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein.

19. **TERMINATION.** This Agreement shall not be terminated, except in the case of termination due to: (a) nonpayment pursuant to Paragraph 22, Nonpayment, herein; (b) default pursuant to Paragraph 23, Default, herein; (c) termination due to non-appropriation of funds pursuant to Paragraph 24, Non-Appropriation of Funds, herein; (d) unilateral termination by COUNTY, but only upon the condition that COUNTY provides at least sixty (60) days' prior written notice of its intent to terminate to CITY; (e) unilateral termination by CITY, but only upon the condition that CITY provides at least One Hundred Eighty (180) days' prior written notice of its intent to terminate to COUNTY; or (f) upon the written consent of both Parties. Any termination pursuant to or referenced by this paragraph shall terminate all rights and obligations between the Parties, except that COUNTY shall be responsible for paying the Pro-Rata Payment and CITY shall be responsible for the Winding Down Activities. Notwithstanding the foregoing, any provisions within the scope of Paragraph 29(i), Survivability, herein shall survive any termination pursuant to or referenced by this paragraph.

20. **PRO-RATA PAYMENT UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 19, Termination, herein, COUNTY shall only be responsible for the payment of any services rendered by CITY in relation to any of its responsibilities, duties, or obligations set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein up to the date of termination, which shall be calculated on a pro-rata daily basis, and COUNTY shall have no responsibility, duty, or obligation under this Agreement to pay any additional amount to CITY after the date of termination ("Pro-Rata Payment"). COUNTY shall make such payment to CITY within thirty (30) days after the date of termination. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

21. **WINDING DOWN UPON TERMINATION.** Upon any termination pursuant to or referenced by Paragraph 19, Termination, herein, COUNTY shall immediately upon the date of termination assume responsibility of and perform all acts designated as a responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein, including, but not limited to, the intake and processing of new applications, written requests, and customer service inquiries. In addition thereto, CITY shall work towards transferring any pending matters to COUNTY that relate to any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein provided prior to the date of termination and shall work towards otherwise winding down any such matters ("Winding Down Activities"). CITY and COUNTY shall cooperate with one another to ensure an orderly wind down of any such pending matters and to ensure that the public is properly directed to COUNTY for assistance with or filing any new applications, written requests, or customer service inquiries with minimum disruption to applicants, developers, and other public. CITY shall have no other obligation to continue to perform any responsibility, duty, or obligation of CITY set forth in subparagraph (a) of Paragraph 9, Responsibilities of the Parties, herein to COUNTY other than the Winding Down Activities. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

22. **NONPAYMENT.** The failure of COUNTY to pay any fee required to be paid under this Agreement shall be considered a default in event that any such fee is in arrears and remains unpaid for thirty (30) days after the date it is due; provided, however, that COUNTY's failure to appropriate funds pursuant to Paragraph 24, Non-Appropriation the of Funds, herein shall not constitute an element of default under this paragraph ("Nonpayment"). Upon any such Nonpayment, CITY may terminate this Agreement thereby terminating the rights and obligations between the Parties; provided, however, that any termination pursuant to this paragraph shall require CITY to give ten (10) days written notice to COUNTY of its intention to terminate due to Nonpayment, at the end of which time this Agreement shall be terminated, unless such default shall have been cured within such ten (10) days. Any such notice shall identify the amount of arrearage and the date on which the payment was originally due. This Agreement shall not limit in any manner the legal rights or remedies CITY may have in the event of such Nonpayment. Any waiver of Nonpayment by CITY shall not be deemed as a continuing waiver and shall not operate to prevent CITY from declaring a default for any succeeding breach, either of the same or other covenant. Should CITY be required to take any legal action to enforce the terms and conditions of this Agreement, whether through litigation or otherwise, COUNTY shall be responsible for all costs and expenses of CITY, including, but not limited to, reasonable attorney fees and court costs.

23. **DEFAULT.** Failure by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other Party shall constitute a default under this Agreement. Any such notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the thirty (30) days, the non-defaulting Party shall have the right to pursue all rights and remedies which may be available under law or equity, subject to any limitations set forth in this Agreement, including, but not limited to, the right to institute an action for damages and to terminate this Agreement pursuant to Paragraph 19, Termination, herein. The grounds for default referenced in this Paragraph shall include, but shall not be limited to, COUNTY's failure to comply with or violation of Paragraph 9(b)(x), Maintaining City Independence and Sole Discretion, herein.

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

25. FORCE MAJEURE. Any unforeseeable and unavoidable occurrence beyond the reasonable control of a Party that prevents a Party from fully performing its obligations hereunder, including, without limitation, acts of God, criminal acts, acts of war, explosions, epidemics, pandemics, civil disturbances, labor problems, loss or malfunctions of utilities, loss or malfunction of computer or communication services, or unforeseeable and unavoidable actions by a governmental authority not a party to this Agreement shall relieve the Parties from compliance with this Agreement.

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

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

28. INDEMNIFICATION OF THIRD-PARTY CLAIMS FOR CITY. COUNTY for itself and on behalf of its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITOR") shall indemnify, hold harmless, and, at the option of the party herein indemnified, defend CITY and its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITEE") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that INDEMNITEE is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of INDEMNITOR in relation to this Agreement, including, but not limited to: (a) any breach of this Agreement by INDEMNITOR; or (b) the unenforceability, voidness, illegality, or other invalidity of any code, resolution, regulation, or standard adopted by INDEMNITOR, including, but not limited to, the County Building Codes, County Development & Design Standards, County Subdivision Regulations, and County Zoning Regulations or any version of the City Building Codes, City Development & Design Standards, City Subdivision Regulations, and City Zoning Regulations that is incorporated by reference by the Board of County Commissioners of COUNTY in a manner that differs from the version adopted or incorporated by reference by the City Commission of CITY. The provisions of this paragraph shall apply regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

29. INDEMNIFICATION OF THIRD-PARTY CLAIMS FOR COUNTY. CITY for itself and on behalf of its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITOR") shall indemnify, hold harmless, and, at the option of the party herein indemnified, defend COUNTY and its elected officials, employees, officers, directors, agents, or contractors (for purposes of this paragraph only "INDEMNITEE") from and against any and all costs and expenses, including, but not limited to, reasonable attorney fees and court costs, and all other amounts that INDEMNITEE is or may become obligated to pay on account of any and all demands, claims, liabilities, or losses of any third party directly arising, alleged to have arisen out of, been related to, or in any way connected with the acts or omissions, including, but not limited to, any negligent or wrongful acts or omissions, of INDEMNITOR in relation to this Agreement. The provisions of this paragraph shall apply

regardless of whether such demands, claims, liabilities, or losses are for damages to property or for injury, illness, harm, or death of any person. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

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

If to CITY:

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

With a copy to:

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

If to COUNTY:

County of Finney, Kansas
Attn: Robert Reece, County Administrator
P.O. Box M
Garden City, Kansas 67846
Telephone: (620) 272-3524
Facsimile: (620) 272-3599
rreece@finneycounty.org

With a copy to:

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

31. **GENERAL COVENANTS**

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

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

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

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

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

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

(g) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and COUNTY as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements between CITY and COUNTY concerning said subject matter of this Agreement, including, but not limited to, the agreement entered into on or about December 15, 2015, by and between CITY and COUNTY, bearing the title of *Interlocal Agreement Between the City of Garden City, Kansas and the County of Finney, Kansas*, effective as of January 1, 2016, and the amendment entered into on or about March 17, 2020, by and between CITY and COUNTY, bearing the title of *Amendment to Interlocal Agreement Between the City of Garden City, Kansas and the County of Finney, Kansas*, effective as of March 16, 2020 ("2015 Agreement").

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

(i) **SURVIVABILITY.** Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration, including, but not limited to, the provisions of Paragraphs 20, 21, 26, 27, 28, and 29, titled as Pro-Rata Payment Upon Termination, Winding Down Upon Termination, Limitation of Liability for City, Limitation of Liability for County, and Indemnification of Third-Party Claims for City, Indemnification of Third-Party Claims for County, herein, respectively, shall survive any such termination.

(j) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if

such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

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

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

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

32. **TRANSITION PERIOD.** Whereas COUNTY will be responsible for providing new and additional services pursuant to this Agreement that have historically been provided by CITY, the intent of this paragraph is to provide COUNTY with a transition period to hire and train additional staff. Notwithstanding anything in this Agreement to the contrary and notwithstanding the unilateral termination of the 2015 Agreement by CITY on June 28, 2024, the following provisions of the 2015 Agreement are hereby incorporated by reference as if fully set forth herein and shall be binding upon the Parties from the Effective Date to June 30, 2025, subject to any limitations set forth below:

(a) Subparagraphs (a) through (k) of Paragraph 10, Purpose, of the 2015 Agreement, except that:

(i) CITY shall not be required to comply with any self-help or abatement remedy provision of a resolution of COUNTY, including, but not limited to, Resolution No. 25-2010; and

(ii) CITY shall have no right to retain any application fee received for a right-of-way permit or utility permit and, upon receipt thereof, CITY shall thereafter remit any such application fees to COUNTY within a reasonable time determined by the Parties;

(b) Subparagraphs (aa) through (gg) of Paragraph 10, Purpose, of the 2015 Agreement, except for subparagraph (cc); and

(c) Paragraph 11, Exemptions from Building Codes, of the 2015 Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth herein, with each Party having executed this Agreement on the dates set forth in the two (2) separate signature pages attached hereto, which are hereby incorporated by reference as if fully set forth herein.

CITY SIGNATURE PAGE

THE UNDERSIGNED is executing this Agreement in a representative capacity for CITY as the Mayor and City Clerk thereof and hereby acknowledge receipt of a copy of the *Interlocal Cooperative Agreement* by and between the CITY OF GARDEN CITY, KANSAS and the COUNTY OF FINNEY, KANSAS, consisting of twenty-one (21) pages and two (2) separate signature pages and having an effective date as of the 1st day of January, 2025. The undersigned approve and ratify said Agreement and agree for the Party represented to be bound by the terms and provisions thereof.

CORPORATE SEAL SEAL GARDEN CITY FINNEY COUNTY KS

CITY OF GARDEN CITY, KANSAS

By _____
MANUEL F. ORTIZ, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

COUNTY SIGNATURE PAGE

THE UNDERSIGNED is executing this Agreement in a representative capacity for COUNTY as the Chairperson and County Clerk thereof and hereby acknowledge receipt of a copy of the *Interlocal Cooperative Agreement* by and between the CITY OF GARDEN CITY, KANSAS and the COUNTY OF FINNEY, KANSAS, consisting of twenty-one (21) pages and two (2) separate signature pages and having an effective date as of the 1st day of January, 2025. The undersigned approve and ratify said Agreement and agree for the Party represented to be bound by the terms and provisions thereof.

COUNTY OF FINNEY, KANSAS

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

COUNTY CLERK SEAL FINNEY COUNTY KANSAS

ATTEST:

_____
DORI MUNYAN, County Clerk

311 N. 9th St. Garden City, KS 67846 | (620) 272-3500 | www.finneycounty.org

Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Fiscal Committee
PRESENTER: Derek P. Ramos, County Administrator
DATE: November 17, 2025
RE: Request Date/Time for Hearing to Amend Sewer District No. 1 2025 Budget

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INFORMATION:
The Board of County Commissioners is asked to set a public hearing date for Eastside Sewer District No. 1 2025 Budget Amendment.

BACKGROUND:
To ensure compliance with State Budget Authority statutes, the Fiscal Committee has determined that it is necessary to amend the 2025 Eastside Sewer District No. 1 Budget. The proposed amendment will provide sufficient budget authority to utilize funds awarded under the Water Technical Assistance Grant Project for Sewer District No. 1, which began earlier this year.

Lewis, Hooper & Dick have been engaged to prepare the proposed budget amendment in accordance with applicable state and district financial procedures.

Pursuant to statutory requirements, the amendment cannot be considered by the Board until a public hearing has been held. It is therefore requested that the Board set a public hearing for Monday, December 15, 2025, at 9:00 a.m., to consider the proposed amendment to the 2025 Eastside Sewer District No. 1 Budget.

ALTERNATIVES:
1. The Board of County Commissioners may set a hearing date for the Eastside Sewer District No. 1 Budget Amendment for December 15, 2025, at 9:00 a.m..
2. The Board of County Commissioners may set a hearing date for the Eastside Sewer District No. 1 Budget Amendment for another date and/or time.

RECOMMENDATION:
It is recommended that the Board approve setting a public hearing for Monday, December 15, 2025, at 9:00 a.m. to consider an amendment to the 2025 Eastside Sewer District No. 1 Budget.

FISCAL/POLICY IMPACT:
Setting a Public Hearing date will ensure compliance with State Budget Law.

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Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Kansas Association of Counties
PRESENTER: Dori J Munyan, County Clerk & Election Officer
DATE: November 17, 2025
RE: Kansas Association of Counties | Designation of Voting Delegate

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INFORMATION:

The Board of County Commissioners is asked to designate voting delegates to vote on behalf of Finney County during the Annual Business meeting on the morning of Wednesday, December 10, 2025. This year, voting delegates will vote on the 2026 Legislative Policy Statement.

The following County Staff and/or Elected Officials are known to be registered to attend the KAC Conference:

- Kevin Bascue
- Derek Ramos
- Dori Munyan
- Stephanie Shockley
- Kelly Munyan
- Mackenzie Phillips
- Nolan Thill
- Gerry Hahn

BACKGROUND:

The Kansas Association of Counties is holding its 50th Annual Conference Exposition, Tuesday, December 9, through Thursday, December 11, 2025, at the Hyatt Regency in Wichita. County officials, staff, and local business partners from across the state will gather for educational sessions, hands-on workshops, and valuable networking opportunities. This year's conference will be especially memorable as the KAC celebrates 50 years of partnership and advocacy for Kansas counties. On the evening of Tuesday, December 9, KAC will host a formal 50th Anniversary Dinner Gala honoring a half-century of service.

Pursuant to the bylaws of the Kansas Association of Counties, "Each member county shall be allowed one vote, which shall be cast by a chosen delegate designated for the county. Any county elected or appointed official may be selected as the county's voting delegate. The member county shall also appoint two alternates, specifying the order of such alternates, should the voting delegate be unavailable to attend the meeting. Delegates and alternates shall be certified to the KAC at least seven days before the meeting." This year, voting delegates will vote on the 2026 Legislative Policy Statement.

A voting delegate must be designated no later than Friday, November 26, 2025. A first and second

alternate is not required, but is strongly recommended. Only those listed on the certified form will be able to vote for their county, no exceptions.

Considerations:

- Delegates must register for the Annual Conference and be present in the meeting hall to cast their vote.
- Votes may only be cast by those listed on the digital form (no exceptions); counties are highly encouraged to designate both a voting delegate and first second alternates.
- Delegates must have access to an electronic device capable of connecting to the internet at the time of voting. This year's election will be conducted digitally; free Wi-Fi access will be available at the voting site.
- There will be a practice vote the afternoon before the annual meeting during the 2025 KAC Legislative Policy Review session so delegates should bring their electronic device to that session.

ALTERNATIVES:

1. The Board of County Commissioners may appoint a voting delegate of their choice and may appoint up to two alternate voting delegates from the list of planned attendees.
2. The Board of County Commissioners may decline to appoint a voting delegate and alternates, thereby not participating in the vote on the 2026 Legislative Policy Statement.

RECOMMENDATION:

Staff recommends appointing Commissioner Kevin Bascue as the voting delegate and County Administrator Derek Ramos, and County Clerk Dori Munyan as alternate voting delegates.

FISCAL/POLICY IMPACT:

The Kansas Association of Counties (KAC) Legislative Policy Statement provides a unified voice for all member counties in advocating before the Kansas Legislature and Congress. It outlines shared priorities such as protecting local control, opposing unfunded mandates, and supporting fair funding for county services—guiding KAC's legislative efforts throughout the year. In addition to shaping state and federal advocacy, the policy statement also helps counties align and guide their own local priorities, ensuring a consistent and coordinated approach to issues that impact local governance, finances, and operations.

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Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Finney County Election Office
PRESENTER: Dori J. Munyan, County Clerk & Election Officier
DATE: November 17, 2025
RE: 2025 City-School General Election Canvass - Certification of Final Results

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INFORMATION:
The Board of County Canvassers is asked to reconvene and consider certification of the final results for the 2025 City-School General Election held on Tuesday, November 4, 2025.

BACKGROUND:
As the county canvass is a vital step in the election process that makes results official, confirms that all valid votes are accurately counted, and upholds public confidence in election integrity. During this formal and public proceeding, the county board of canvassers may review and verify election materials and abstracts to ensure an accurate and lawful certification of results for local races.

At this time, the Board is asked to consider certification of final results.

- Review of Election Night Results
  - Write-ins adjudicated (966; see attached)
- Review of Post-Election Audit Results
  - The post-election audit is a public, manual check of election accuracy conducted after every election. At least 1% of precincts are randomly selected, and bipartisan audit teams hand-count all paper ballots to compare with machine totals. If discrepancies are found, additional audits are performed to ensure accuracy, transparency, and voter confidence in the results.
  - Races and precincts were drawn on Thursday, November 6, 2025, at the Finney County Election Office.
    - Races: USD 363 BOE Position 5, GCCC Board of Trustees
    - Precinct: Holcomb (437 ballots constituting about 11% of election night results)
    - The Audit Board convened on Friday, November 7, at 9:00 a.m.
      - The Board retrieved, counted, and hand-tallied a total of 437 ballots, ultimately arriving at totals that matched those from Election Night. Audit results were submitted to the Kansas Secretary of State's Election Division for review. The KSSOS approved the audit on Wednesday, November 12, 2025.
- Review of changes to results since Election Night
  - Mail ballots processed and added to the election night results
    - EN 102, +27 valid ballots that were processed from either polling locations or U.S. Mail through Friday

- Hand-count ballots processed and added election night results
  - A total of 6 hand-counted ballots were processed
    - +2 Election day (from polling locations)
    - +1 Early Vote ballot
    - +3 Mail (one was UOCAVA)
- Provisional ballots accepted and processed this morning are added to the election night results
  - TBD

Turnout

- A total of 200 mail ballots were distributed; 138 were returned (64%); a bit higher than in prior local elections
- A total of 2,919 Election Day voters; 14% of registered voters, and 75.5% of total turnout
- A total of 813 Early voters; 3.9% of registered voters and 21.1% of total turnout

Turnout to be determined:

- A total of XX Provisional voters; XX% of registered voters and XX% of total turnout
- Total turnout for the 2025 City-School General Election was XX%

ALTERNATIVES:

1. The Board of County Canvassers may certify the results of the 2025 City-School General Election held on November 4, 2025, as presented as the official results.
2. The Board of County Canvassers may decline to certify the final results of the 2025 City-School General Election held on November 4, 2025, as presented and advise the County Election Officer as to what additional information should be provided for successful certification.

RECOMMENDATION:

In consideration of the information provided, the County Election Officer recommends that the Board of County Canvassers certify the results of the 2025 City-School General Election held on November 4, 2025, as presented, as the official results.

FISCAL/POLICY IMPACT:

There is no fiscal or policy impact.

ATTACHMENT(S):

2025CG Election Night Summary with Write-ins - UNOFFICIAL

STATISTICS

	TOTAL	Election Day	Early	Absentee	Provisional
Election Day Precincts Reporting	73 of 73	72	0	0	0
Precincts Complete	0 of 73	72	0	0	0
Precincts Partially Reported	73 of 73	0	0	0	0
Absentee/ Early Precincts Reporting	73 of 73	0	73	25	0
Registered Voters - Total	20,812				
Ballots Cast - Total	3,832	2,917	813	102	0
Ballots Cast - Blank	1	0	0	1	0
Voter Turnout - Total	18.41%				

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BOARD OF TRUSTEES - GCCC

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
MERILYN DOUGLASS	2,358	1,754	542	62	0
REYNALDO R. MESA	2,141	1,621	467	53	0
ROBERT BOB LARSON	2,026	1,547	441	38	0
LEONARD HITZ	1,838	1,396	389	53	0
NICHOLAS C. VRANA	552	403	136	13	0
ALEXANDER JOHNEVICH OLINGER	531	401	117	13	0
Write-In: INVALID/FICTICIOUS	12	9	3	0	0
Write-In: REYNALDO MESA	2	2	0	0	0
Write-In: GEOFFREY KARHOFF	1	1	0	0	0
Write-In: JORDAN ZIMMERMAN	1	1	0	0	0
Write-In: BRYAN BIHOREL	1	1	0	0	0
Write-In: SAMMY JOHNSON	1	1	0	0	0
Write-In: JULIE A FINE	1	1	0	0	0
Write-In: AMRO SAMY	1	1	0	0	0
Write-In: SAMUEL GOETSCHIUS	1	1	0	0	0
Write-In: LONNIE CREACY	1	1	0	0	0
Write-In: SHANNON GARZA	1	1	0	0	0
Write-In: DANIEL W ZOOK	1	1	0	0	0
Write-In: LAURA MARTINEZ	1	1	0	0	0
Write-In: BETTY MARTINEZ	1	1	0	0	0
Write-In: MARISOL CHAVARRIA	1	1	0	0	0
Write-In: CLAYTON L BILLINGS	1	1	0	0	0
Write-In: BRIAN SHERWOOD	1	1	0	0	0
Write-In: TRAVIS MASTIN	1	1	0	0	0
Write-In: JIMMY CORNETT	1	1	0	0	0
Write-In: STEVE NORDBY	1	1	0	0	0
Write-In: BETH KOLEJAL	1	0	1	0	0
Write-In: WHITNEY BUCHMAN	1	0	1	0	0
Write-In: DUSTIN ALGRIM	1	0	1	0	0

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BOARD OF TRUSTEES - GCCC

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: GABRIEL AUTUFUGA	1	0	1	0	0
Write-In Totals	36	29	7	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**9,482**	**7,151**	**2,099**	**232**	**0**
Overvotes	6	6	0	0	0
Undervotes	2,008	1,594	340	74	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: INVALID/FICTICIOUS	270	223	46	1	0
Write-In: JOLENE K BAKER	114	102	11	1	0
Write-In: JILL L GEORGE	107	98	8	1	0
Write-In: WILLIAM MCNEIL	10	8	2	0	0
Write-In: CAROL A FRY	8	8	0	0	0
Write-In: MERILYN DOUGLASS	7	3	4	0	0
Write-In: REYNALDO MESA	6	3	3	0	0
Write-In: DRU SADDLER	6	4	2	0	0
Write-In: JACOB FORSON	6	6	0	0	0
Write-In: VICTOR GRAF	5	5	0	0	0
Write-In: JOSEPH CONNER	4	2	2	0	0
Write-In: TREVOR AHRING	3	1	2	0	0
Write-In: JOHN DOLL	3	2	1	0	0
Write-In: OFELIA AGUERO	3	2	1	0	0
Write-In: CLAYTON BILLINGS	3	3	0	0	0
Write-In: DONALD HUBER	2	0	2	0	0
Write-In: HJ SWENDER	2	1	1	0	0
Write-In: CAROL ANN CROUCH	2	0	2	0	0
Write-In: LAUREN LITTON	2	0	2	0	0
Write-In: JOHN WIESE	2	1	1	0	0
Write-In: STEVE MARTINEZ	2	1	1	0	0
Write-In: MARK JOHNSON	2	0	2	0	0
Write-In: CALLAN IZATT	2	1	1	0	0
Write-In: GREG HANDS	2	0	2	0	0
Write-In: CHRISTOPHER SEEMAN	2	0	2	0	0
Write-In: SHAWN PLUNKETT	2	0	2	0	0
Write-In: GABRIEL AUTUFUGA	2	0	2	0	0
Write-In: MIKE WARREN	2	2	0	0	0
Write-In: ROBERT LARSON	2	2	0	0	0
Write-In: HONEY COASH	2	2	0	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: STEVEN MICHEL	2	2	0	0	0
Write-In: LEE REEVE	2	2	0	0	0
Write-In: JULIO SALDANA	2	2	0	0	0
Write-In: KATIE COLE	2	2	0	0	0
Write-In: TINA BRUNGARDT	2	2	0	0	0
Write-In: JAMIE NOVACK	2	2	0	0	0
Write-In: LARRY JONES	2	2	0	0	0
Write-In: MICHAEL COOK	2	2	0	0	0
Write-In: JACK JOHNSON	2	2	0	0	0
Write-In: KATIE UNGER	2	2	0	0	0
Write-In: ALEX BASCUE	2	2	0	0	0
Write-In: MATT BAYER	2	2	0	0	0
Write-In: DUSTIN UNRUH	1	0	1	0	0
Write-In: NORMA CANTU	1	0	1	0	0
Write-In: STEPHANIE CAMARENA	1	0	1	0	0
Write-In: ANNIE GERBER	1	0	1	0	0
Write-In: MARCY VENJOHN	1	0	1	0	0
Write-In: MARK RUDE	1	0	1	0	0
Write-In: MARIO LOPEZ	1	0	1	0	0
Write-In: RANDY EVANS	1	1	0	0	0
Write-In: TIM SHULTZ	1	1	0	0	0
Write-In: DOUG HARDER	1	1	0	0	0
Write-In: STEVE OBRATE	1	0	1	0	0
Write-In: LINDA LOBMEYER	1	1	0	0	0
Write-In: BETH KOKSAL	1	1	0	0	0
Write-In: CHARLES WHITE	1	0	1	0	0
Write-In: EDNA CONLEY	1	1	0	0	0
Write-In: KARA SCHARTZ	1	0	1	0	0
Write-In: MITCHELL HUNTER	1	1	0	0	0
Write-In: TOMAS ELLIS	1	0	1	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: DOUG COULTER	1	1	0	0	0
Write-In: BOB LARSON	1	0	1	0	0
Write-In: JON CRAIG	1	1	0	0	0
Write-In: OSCAR ESPINOZA	1	0	1	0	0
Write-In: DEB OYLER	1	1	0	0	0
Write-In: RILEY MUNIZ	1	0	1	0	0
Write-In: EMIL KRUG	1	1	0	0	0
Write-In: MIKE OBRATE	1	0	1	0	0
Write-In: LARRY GREEN	1	1	0	0	0
Write-In: SAM AMARO	1	0	1	0	0
Write-In: BOB LEACH	1	1	0	0	0
Write-In: WHITNEY BUCHMAN	1	0	1	0	0
Write-In: COLE BILLINGER	1	1	0	0	0
Write-In: MARY BUCHMAN	1	0	1	0	0
Write-In: ABE LOLLER	1	1	0	0	0
Write-In: TERRY GOLAY	1	0	1	0	0
Write-In: TRENT NEVOLA	1	1	0	0	0
Write-In: JOYCE GOLAY	1	0	1	0	0
Write-In: RODNEY WADEL	1	1	0	0	0
Write-In: TRISTA JOYCE	1	0	1	0	0
Write-In: MAURICIO ROMERO	1	1	0	0	0
Write-In: HUNTER CARSON	1	0	1	0	0
Write-In: JEREMY FARR	1	1	0	0	0
Write-In: GEORGE JONS	1	0	1	0	0
Write-In: MATT ALLEN	1	0	1	0	0
Write-In: STAN KENNEDY	1	0	1	0	0
Write-In: STACI KENNEDY	1	0	1	0	0
Write-In: GEORGE RAPP	1	0	1	0	0
Write-In: DONNA GERSTNER	1	0	1	0	0
Write-In: TROY UNRUH	1	0	1	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: KEVIN BASCUE	1	0	1	0	0
Write-In: MITCH SCHNEIDER	1	0	1	0	0
Write-In: RCHARD DEMONT	1	0	1	0	0
Write-In: BRAD KOSTER	1	0	1	0	0
Write-In: MATT SONDAG	1	0	1	0	0
Write-In: RUPERT PUPKIN	1	0	1	0	0
Write-In: TRINA MOQUET	1	0	1	0	0
Write-In: PATSY FORT	1	0	1	0	0
Write-In: REBECCA SWENDER	1	0	1	0	0
Write-In: JENNY TRAN	1	0	1	0	0
Write-In: PERRY SMITH	1	0	1	0	0
Write-In: FRANCIS LOBMEYER	1	0	1	0	0
Write-In: RICK COLLINS	1	0	1	0	0
Write-In: TREY TEETER	1	0	1	0	0
Write-In: KENT TEETER	1	0	1	0	0
Write-In: DEE RUPP	1	0	1	0	0
Write-In: DWAYNE RUPP	1	0	1	0	0
Write-In: MELLANA DECIUS	1	0	1	0	0
Write-In: SCOTT CATCHPOLE	1	1	0	0	0
Write-In: LYNNLEE ANDERSON	1	1	0	0	0
Write-In: SCOTT HENRY	1	1	0	0	0
Write-In: LARY COLE	1	1	0	0	0
Write-In: JULIE A FINE	1	1	0	0	0
Write-In: STEVIE MICHCHELS	1	1	0	0	0
Write-In: COLT MCELROY	1	1	0	0	0
Write-In: TIM MILLER	1	1	0	0	0
Write-In: BRYCE MILLER	1	1	0	0	0
Write-In: THOMAS HOWARD	1	1	0	0	0
Write-In: STEPHANIE SHOCKLEY	1	1	0	0	0
Write-In: ROBERT HITZ	1	1	0	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: MELINDA HITZ	1	1	0	0	0
Write-In: CARL BORS	1	1	0	0	0
Write-In: NATHAN BOHANNAN	1	1	0	0	0
Write-In: KATIE STEINLE	1	1	0	0	0
Write-In: ROXANNE LANSINK	1	1	0	0	0
Write-In: KARRIS BLACKBURN	1	1	0	0	0
Write-In: BARBARA HOYT	1	1	0	0	0
Write-In: TYLER HANDS	1	1	0	0	0
Write-In: DENNIS LANDGRAF	1	1	0	0	0
Write-In: CATHERINE EVANS	1	1	0	0	0
Write-In: MIKE MARBIN	1	1	0	0	0
Write-In: BETHANY GOETSCHIUS	1	1	0	0	0
Write-In: JANE DOLL	1	1	0	0	0
Write-In: ADRIAN REYES	1	1	0	0	0
Write-In: NATHANIEL HAECK	1	1	0	0	0
Write-In: GEORGE WHARTON	1	1	0	0	0
Write-In: SAM MCMILLIAN	1	1	0	0	0
Write-In: BOB LEWIS	1	1	0	0	0
Write-In: RICHARD HINKLE	1	1	0	0	0
Write-In: SHANNON GARZA	1	1	0	0	0
Write-In: CARMEN RHODES	1	1	0	0	0
Write-In: RYAN BURBACK	1	1	0	0	0
Write-In: BILL POWERS	1	1	0	0	0
Write-In: LOGAN SIMON	1	0	1	0	0
Write-In: JOHN HARMS	1	1	0	0	0
Write-In: GEOFFREY KARHOFF	1	1	0	0	0
Write-In: PEDRO CASTRO	1	1	0	0	0
Write-In: STEPHANIE CLAYTON	1	1	0	0	0
Write-In: BLAIR HOLLIDAY	1	1	0	0	0
Write-In: STEVE ENEZ	1	1	0	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: KATHY FREEMAN	1	1	0	0	0
Write-In: SEAN COLLINS	1	1	0	0	0
Write-In: JAMES DOUGLASS	1	1	0	0	0
Write-In: BETH TEDROW	1	1	0	0	0
Write-In: MIKE WARD	1	1	0	0	0
Write-In: JACK SMITH	1	1	0	0	0
Write-In: BRADEN ERMISH	1	1	0	0	0
Write-In: VALARIE SMITH	1	1	0	0	0
Write-In: BRYAN BIHOREL	1	1	0	0	0
Write-In: GWENDOLY CHENEY	1	1	0	0	0
Write-In: RANDY CURRIE	1	1	0	0	0
Write-In: HUNTE CARSON	1	1	0	0	0
Write-In: JESSE PEREZ	1	1	0	0	0
Write-In: JORGE MORALEZ	1	1	0	0	0
Write-In: ZACHARY HIGMAN	1	1	0	0	0
Write-In: MELISSA HAVOC	1	1	0	0	0
Write-In: KYLE STILLWAGON	1	1	0	0	0
Write-In: MICHAEL SANDERS	1	1	0	0	0
Write-In: TINA BURGARDT	1	1	0	0	0
Write-In: NICHOLAS C. VRANA	1	1	0	0	0
Write-In: RON MANGAN	1	1	0	0	0
Write-In: JOAN HARRINGTON	1	1	0	0	0
Write-In: RYAN WITZKE	1	1	0	0	0
Write-In: BILL SMITH	1	1	0	0	0
Write-In: KELLI LUKENS	1	1	0	0	0
Write-In: CHELSEA MADER	1	1	0	0	0
Write-In: TYLER PATTERSON	1	1	0	0	0
Write-In: ROY CESSNA	1	1	0	0	0
Write-In: ROBIN LIGHTFOO	1	1	0	0	0
Write-In: TONYA LAMPE	1	1	0	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: DAVID LUNZMANN	1	1	0	0	0
Write-In: JERRY JACKSON	1	1	0	0	0
Write-In: PEDRO RODRIGUEZ	1	1	0	0	0
Write-In: KIM FISHER	1	1	0	0	0
Write-In: ERIC BATTMAN	1	1	0	0	0
Write-In: TROY NANNINGA	1	1	0	0	0
Write-In: DANIEL W ZOOK	1	1	0	0	0
Write-In: BRENDEN STOY	1	1	0	0	0
Write-In: AUSTIN LUBBERS	1	1	0	0	0
Write-In: JEREK MADER	1	1	0	0	0
Write-In: TOM DINKLE	1	1	0	0	0
Write-In: RICK ARMSTRONG	1	1	0	0	0
Write-In: NANCY NOVACK	1	1	0	0	0
Write-In: GREG RHOADES	1	1	0	0	0
Write-In: LUKE WEST	1	1	0	0	0
Write-In: VICTOR BARB	1	1	0	0	0
Write-In: TRACI GODDARD	1	1	0	0	0
Write-In: DEREK BOWNES	1	1	0	0	0
Write-In: JOE CARNEY	1	1	0	0	0
Write-In: JILL LOKER	1	1	0	0	0
Write-In: TOM HERMANN	1	1	0	0	0
Write-In: TUCKER GOMEZ	1	1	0	0	0
Write-In: CAROL CAMBELL	1	1	0	0	0
Write-In: GLEN BRUNGARDT	1	1	0	0	0
Write-In: REVEREND JACOB SCHNEIDER	1	1	0	0	0
Write-In: TROY D. MORROW	1	1	0	0	0
Write-In: KAREN PONTIOUS	1	1	0	0	0
Write-In: DEVIN MICHEL	1	1	0	0	0
Write-In: BEN KNOLL	1	1	0	0	0
Write-In: PETER SIMMONS	1	1	0	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: ADRIEN WORF	1	1	0	0	0
Write-In: JULIE PROCTOR	1	1	0	0	0
Write-In: BRAD THYNE	1	1	0	0	0
Write-In: YEIMI DARVILLE	1	1	0	0	0
Write-In: TODD TICHENOR	1	1	0	0	0
Write-In: MIKE BRAUN	1	1	0	0	0
Write-In: TYLER HAUSCHILD	1	1	0	0	0
Write-In: BRIAN BACA	1	1	0	0	0
Write-In: CHAD NOVACK	1	1	0	0	0
Write-In: TED MILLER	1	1	0	0	0
Write-In: LONA DUVALL	1	1	0	0	0
Write-In: DAN KNIGHT	1	1	0	0	0
Write-In: TRACE BEARD	1	1	0	0	0
Write-In: MATT JONES	1	1	0	0	0
Write-In: BRIAN SHERWOOD	1	1	0	0	0
Write-In: DIEGO MANCILLAS	1	1	0	0	0
Write-In: JOHN WHEELER	1	1	0	0	0
Write-In: BOB JONS	1	1	0	0	0
Write-In: RONDA OYLER PANN	1	1	0	0	0
Write-In: ROBIN L WITZKE	1	1	0	0	0
Write-In: JOLENE K MCFORD	1	1	0	0	0
Write-In: JON IRSIK	1	1	0	0	0
Write-In: ANNETTE WRIGHT	1	1	0	0	0
Write-In: REAGAN WRIGHT	1	1	0	0	0
Write-In: MIGUEL RODRIGUEZ	1	1	0	0	0
Write-In: TIM GILLEN	1	1	0	0	0
Write-In: TOM JONES	1	1	0	0	0
Write-In: JOEY RAMOS	1	1	0	0	0
Write-In: RAUL SILVA	1	1	0	0	0
Write-In: JOSEPH HOPKINS	1	1	0	0	0

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WEST PLAINS EXT DIST. NO 19

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: KRISTI HOPKINS	1	1	0	0	0
Write-In: HERBERT JACKSON	1	1	0	0	0
Write-In Totals	809	656	150	3	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**809**	**656**	**150**	**3**	**0**
Overvotes	0	0	0	0	0
Undervotes	6,855	5,178	1,476	201	0

HOLCOMB CITY COUNCIL

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
CORY WILLIAMS	284	253	30	1	0
BRIAN CROCKETT	166	148	17	1	0
ERICA ORTEGA	141	127	14	0	0
TINA BRUNGARDT	124	106	17	1	0
SAM MESA	114	101	13	0	0
TREVER WELCH	84	76	8	0	0
MANDY FRITZ	34	29	5	0	0
Write-In: ANTHONY FORSEN	2	2	0	0	0
Write-In: RYAN KIRCHOFF	1	1	0	0	0
Write-In Totals	3	3	0	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**950**	**843**	**104**	**3**	**0**
Overvotes	0	0	0	0	0
Undervotes	91	84	7	0	0

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CITY COMMISSIONER - GARDEN CITY

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
DEBORAH OYLER	1,825	1,337	438	50	0
BRYCE LANDGRAF	1,473	1,098	335	40	0
KAREN CANALES LOZANO	1,194	875	281	38	0
TROY R. UNRUH	1,072	812	216	44	0
Write-In: INVALID/FICTICIOUS	23	18	4	1	0
Write-In: SHANNON DICK	6	6	0	0	0
Write-In: JAMES BEARD	2	1	1	0	0
Write-In: GABRIEL AUTUFUGA	2	0	2	0	0
Write-In: JUSTIN MASTIN	2	2	0	0	0
Write-In: JERRY GARCIA	1	1	0	0	0
Write-In: ROYCE WHITE	1	1	0	0	0
Write-In: KENT WILLIAMS	1	1	0	0	0
Write-In: DARYL HERTEL	1	1	0	0	0
Write-In: RONDA OYLER PENN	1	1	0	0	0
Write-In: SANDRA PERKINS	1	1	0	0	0
Write-In: MICHAEL REAGLE	1	1	0	0	0
Write-In: DREW SADDLER	1	1	0	0	0
Write-In: ADELITA PARR	1	1	0	0	0
Write-In: DARLA SAMY	1	0	1	0	0
Write-In: JOHNNY BRAVO	1	0	1	0	0
Write-In: MARK JOHNSON	1	0	1	0	0
Write-In: ERICA ORTEGA	1	1	0	0	0
Write-In: TREVOR ALEXANDER	1	1	0	0	0
Write-In: YEIMI LOPEZ-DARVILLE	1	1	0	0	0
Write-In: SHANNON GARZA	1	1	0	0	0
Write-In: JAMES LEVI BURNFIN	1	1	0	0	0
Write-In: EMMA BANUELOS	1	1	0	0	0
Write-In: GARY GIPSON	1	1	0	0	0
Write-In: DANIEL W ZOOK	1	1	0	0	0

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CITY COMMISSIONER - GARDEN CITY

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: MANNY ORTIZ	1	1	0	0	0
Write-In: JON GEURIN	1	1	0	0	0
Write-In: CURTIS FLETCHER	1	1	0	0	0
Write-In: BOB TEMPLE	1	1	0	0	0
Write-In: TAM NGUYEN	1	1	0	0	0
Write-In: VERINICA VAZQUEZ	1	1	0	0	0
Write-In: CLAYTON L BILLINGS	1	1	0	0	0
Write-In: MICHAEL COOK	1	1	0	0	0
Write-In Totals	63	52	10	1	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**5,627**	**4,174**	**1,280**	**173**	**0**
Overvotes	3	3	0	0	0
Undervotes	2,113	1,631	403	79	0

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BOE USD 457 - GARDEN CITY

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
KATIE COLE	1,578	1,183	353	42	0
REBECCA SWENDER	1,453	1,075	333	45	0
JACOB JENKINS	1,447	1,066	334	47	0
ROBIN J NICHOLS	1,446	1,072	342	32	0
WHITNEY BUCHMAN	985	718	243	24	0
LYNNLEA J. ANDERSON	887	644	216	27	0
Write-In: INVALID/FICTICIOUS	8	8	0	0	0
Write-In: BRUCE A WHITE	2	2	0	0	0
Write-In: DRU SADDLER	2	2	0	0	0
Write-In: LARA BORS	2	2	0	0	0
Write-In: BRAD KOSTER	1	0	1	0	0
Write-In: JAMES R HAWKINS	1	0	1	0	0
Write-In: JUSTIN CANNALEY	1	0	1	0	0
Write-In: GABRIEL AUTUFUGA	1	0	1	0	0
Write-In: KATHY SCHAEFERS	1	1	0	0	0
Write-In: CHRIS HAMLIN	1	1	0	0	0
Write-In: COURTNEY PRUITT	1	1	0	0	0
Write-In: LISET CRUZ	1	1	0	0	0
Write-In: TESSA WADEL	1	1	0	0	0
Write-In: JARED RUTTI	1	1	0	0	0
Write-In: TYLER BIERNACKI	1	1	0	0	0
Write-In: SAMUEL GOETSCHIUS	1	1	0	0	0
Write-In: DANIELLE STUCKY	1	1	0	0	0
Write-In: SHANNON GARZA	1	1	0	0	0
Write-In: CODY CUNDIFF	1	1	0	0	0
Write-In: JUSTIN MASTIN	1	1	0	0	0
Write-In: RANDY RALSTON	1	1	0	0	0
Write-In: LAURA MARTINEZ	1	1	0	0	0
Write-In: BETTY MARTINEZ	1	1	0	0	0

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BOE USD 457 - GARDEN CITY

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
Write-In: MARISOL CHAVARRIA	1	1	0	0	0
Write-In: DANA NANNINGA	1	1	0	0	0
Write-In: EMILY SCOTT	1	1	0	0	0
Write-In: MICHEAL REAGLE	1	1	0	0	0
Write-In: JOSH GUYMON	1	1	0	0	0
Write-In: CALLIE DYER	1	0	1	0	0
Write-In: TOM KOKSAL	1	0	1	0	0
Write-In: MARY KOKSAL	1	0	1	0	0
Write-In: MARIO LOPEZ	1	0	1	0	0
Write-In: JOSHUA MEINZER	1	0	1	0	0
Write-In: WHITNEY BUCHMAN	0	0	0	0	0
Write-In Totals	43	34	9	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**7,839**	**5,792**	**1,830**	**217**	**0**
Overvotes	3	3	0	0	0
Undervotes	2,226	1,699	441	86	0

BOE USD 363 DIST 1/4 POS 4 - HOLCOMB

Vote For 1

	TOTAL	Election Day	Early	Absentee	Provisional
JAREK MADER	352	311	40	1	0
JASON COGAN	98	85	13	0	0
Write-In: INVALID/FICTICIOUS	1	1	0	0	0
Write-In: JILL GEORGE	1	1	0	0	0
Write-In Totals	2	2	0	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**452**	**398**	**53**	**1**	**0**
Overvotes	0	0	0	0	0
Undervotes	18	17	1	0	0

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BOE USD 363 DIST 2/5 POS 5 - HOLCOMB

Vote For 1

	TOTAL	Election Day	Early	Absentee	Provisional
LANDON LUKENS	302	268	33	1	0
KASEY ROBINSON	160	139	21	0	0
Write-In: INVALID/FICTICIOUS	1	1	0	0	0
Write-In Totals	1	1	0	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**463**	**408**	**54**	**1**	**0**
Overvotes	0	0	0	0	0
Undervotes	7	7	0	0	0

BOE USD 363 DIST 3/6 POS 6 - HOLCOMB

Vote For 1

	TOTAL	Election Day	Early	Absentee	Provisional
DAVE NOVACK	427	377	49	1	0
Write-In: INVALID/FICTICIOUS	3	3	0	0	0
Write-In: TOMMY HEMBREE	1	1	0	0	0
Write-In: GAYLA LOHFINK	1	0	1	0	0
Write-In: CHAD NOVACK	1	1	0	0	0
Write-In: CODY DOUGLAS	1	1	0	0	0
Write-In: MATHEW JONES	1	1	0	0	0
Write-In: DON JUAN	1	1	0	0	0
Write-In Totals	9	8	1	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**436**	**385**	**50**	**1**	**0**
Overvotes	0	0	0	0	0
Undervotes	34	30	4	0	0

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BOE USD 102 - CIMARRON

Vote For 3

	TOTAL	Election Day	Early	Absentee	Provisional
JACOB LEDFORD	5	3	2	0	0
ROMAN VAN NAHMEN	3	2	1	0	0
DOUGLAS W. COFER	2	0	2	0	0
DUELL STRICKLER	1	0	1	0	0
JESSE VANLEY	0	0	0	0	0
Write-In: INVALID/FICTICIOUS	0	0	0	0	0
Write-In Totals	0	0	0	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**11**	**5**	**6**	**0**	**0**
Overvotes	0	0	0	0	0
Undervotes	7	7	0	0	0

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BOARD OF DIRECTORS DRAINAGE DIST NO 2

Vote For 2

	TOTAL	Election Day	Early	Absentee	Provisional
TINA BURGARDT	322	246	64	12	0
DRU SADDLER	320	228	79	13	0
Write-In: MICHAEL SANDERS	1	1	0	0	0
Write-In: INVALID/FICTICIOUS	1	1	0	0	0
Write-In: GREG HANDS	1	0	1	0	0
Write-In: WHITNEY BUCHMAN	1	0	1	0	0
Write-In: JAMES BECKER	1	0	1	0	0
Write-In: SHANNON GARZA	1	1	0	0	0
Write-In: BOB HARRINGTON	1	1	0	0	0
Write-In: DANIEL W ZOOK	1	1	0	0	0
Write-In Totals	8	5	3	0	0
Not Assigned	0	0	0	0	0
Total Votes Cast	**650**	**479**	**146**	**25**	**0**
Overvotes	0	0	0	0	0
Undervotes	322	257	52	13	0

COUNTYWIDE SALES TAX QUESTION - L.E.C

Vote For 1

	TOTAL	Election Day	Early	Absentee	Provisional
YES	2,690	2,007	616	67	0
NO	946	775	144	27	0
Total Votes Cast	**3,636**	**2,782**	**760**	**94**	**0**
Overvotes	0	0	0	0	0
Undervotes	196	135	53	8	0

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Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Dori J. Munyan, County Clerk & Election Officer
PRESENTER: Dori J. Munyan, County Clerk & Election Officer
DATE: November 17, 2025
RE: Department Monthly Reports

INFORMATION:
Monthly reports as submitted by department heads.

MEMORANDUM

TO: County Commission
FROM: Derek Ramos, County Administrator
PRESENTER: Derek Ramos, County Administrator
DATE: November 17, 2025
RE: County Administrator Update

INFORMATION:
The County Administrator will provide the board with updates.
ATTACHMENT(S):
2025.10.31 Unaudited Fund Balance

Finney County Unaudited Fund Status Report

YTD For the Period Ended 10/31/2025 as of 11/04/2025

	1/1/2025 Begining Balance	Receipts	Disbursements	Transfers	10/31/2025 Ending Balance	Encumbrances	10/31/2025 Uncumbered Cash Balance	2025 Budgeted Expenditures	2025 Expenditures To Date	2025 Remaining Budget Authority
General Fund (01)										
001 - COUNTY GENERAL	9,196,310.26	13,663,237.66	(8,270,255.18)	(2,891,420.12)	11,697,872.62	0.00	11,697,872.62	15,147,611.00	10,928,289.38	4,219,321.62
FUND TYPE TOTAL	**9,196,310.26**	**13,663,237.66**	**(8,270,255.18)**	**(2,891,420.12)**	**11,697,872.62**	**0.00**	**11,697,872.62**	**15,147,611.00**	**10,928,289.38**	**4,219,321.62**
SPECIAL PURPOSE FUND (02)										
002 - ROAD AND BRIDGE	1,413,040.06	5,561,382.61	(3,613,108.62)	112,204.03	3,473,518.08	(2,750.00)	3,470,768.08	6,088,337.00	3,464,005.07	2,624,331.93
005 - AGING	10,607.57	402,003.30	(386,944.03)	0.00	25,666.84	0.00	25,666.84	384,314.00	384,314.00	0.00
011 - AMBULANCE	1,396,838.86	2,160,513.85	(1,535,164.95)	(11,597.11)	2,010,590.65	0.00	2,010,590.65	2,461,391.00	1,505,630.99	955,760.01
015 - EMPLOYEE BENEFIT	10,267,706.54	3,303,634.55	(7,077,126.10)	748,057.11	7,242,272.10	0.00	7,242,272.10	10,621,566.00	5,867,686.43	4,753,879.57
022 - ECONOMIC DEVELOPMENT	10,527.23	161,974.82	(166,074.29)	0.00	6,427.76	0.00	6,427.76	165,000.00	165,000.00	0.00
023 - ECONOMIC DEV-INCENTIVES	924,229.63	0.00	0.00	0.00	924,229.63	0.00	924,229.63	845,000.00	0.00	845,000.00
025 - FAIR/FAIRGROUNDS	395,173.36	685,764.40	(403,391.34)	(3,967.39)	673,579.03	0.00	673,579.03	744,675.00	377,412.92	367,262.08
027 - GIS	131,130.04	156,706.02	(182,427.68)	112,682.43	218,090.81	0.00	218,090.81	296,546.00	217,838.17	78,707.83
030 - COUNTY HEALTH	1,289,685.18	3,333,217.08	(2,058,475.11)	(326,895.48)	2,237,531.67	0.00	2,237,531.67	3,380,823.00	2,421,884.73	958,938.27
031 - HISTORICAL MUSEUM	10,942.24	227,752.54	(221,495.41)	0.00	17,199.37	0.00	17,199.37	220,000.00	220,000.00	0.00
033 - SPARK GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
034 - CONNECTIVITY RESPONSE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
036 - ARPA GRANT	329,189.33	0.00	(102,569.00)	(75,000.00)	151,620.33	(151,620.33)	0.00	NA	NA	NA
040 - LIBRARY	51,770.48	1,118,022.14	(1,090,198.19)	0.00	79,594.43	0.00	79,594.43	1,082,883.00	1,082,883.00	0.00
046 - INTELLECTUAL DISAB SRVCS	10,848.61	217,422.69	(211,427.57)	0.00	16,843.73	0.00	16,843.73	210,000.00	210,000.00	0.00
050 - NOXIOUS WEED	286,763.85	430,781.31	(317,641.14)	6,936.19	406,840.21	0.00	406,840.21	489,598.00	303,106.97	186,491.03
051 - NOXIOUS WEED CAP OUTLAY	160,653.82	0.00	0.00	0.00	160,653.82	0.00	160,653.82	140,000.00	0.00	140,000.00
066 - SPECIAL ALCOHOL & DRUG	90.71	0.00	0.00	0.00	90.71	0.00	90.71			0.00
069 - LAW ENFORCEMENT	1,455,780.76	11,031,934.65	(8,103,817.02)	79,145.51	4,463,043.90	0.00	4,463,043.90	11,078,660.00	7,848,254.39	3,230,405.61
070 - JAIL COMMISSARY	87,524.18	97,623.65	(65,101.33)	0.00	120,046.50	0.00	120,046.50	NA	NA	NA
071 - JAIL TELEPHONE	202,406.58	49,942.91	0.00	(100,000.00)	152,349.49	0.00	152,349.49	NA	NA	NA
073 - OPIOID SETTLEMENT	198,862.36	16,503.55	0.00	0.00	215,365.91	0.00	215,365.91	318,625.00	0.00	318,625.00
075 - COMM CORRECT/ADULT	476,460.30	666,577.95	(296,766.25)	(500,494.97)	345,777.03	0.00	345,777.03	NA	NA	NA
078 - YOUTH SERVICES	498,704.17	458,316.96	(355,474.01)	(208,705.50)	392,841.62	0.00	392,841.62	NA	NA	NA
079 - YS - REINVESTMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
080 - DETENTION CENTER	969,181.37	938,381.52	(973,286.06)	340,230.13	1,274,506.96	0.00	1,274,506.96	2,031,305.00	1,198,295.96	833,009.04
089 - BEHAVIORAL HEALTH - ADULT	0.00	35,780.42	(5,770.36)	42,910.15	72,920.21	0.00	72,920.21	NA	NA	NA
090 - BEHAVIORAL HEALTH - YOUTH	0.00	0.00	(6,941.02)	24,499.44	17,558.42	0.00	17,558.42	NA	NA	NA
091 - CORRECTIONS CARRYOVER	0.00	10,972.19	(32,792.00)	426,534.13	404,714.32	0.00	404,714.32	NA	NA	NA
110 - PARK & RECREATION	6,263.58	7,356.60	(10,714.31)	0.00	2,905.87	0.00	2,905.87	20,366.00	10,285.74	10,080.26
115 - ALCOHOL & DRUG ABUSE	32,551.82	6,928.03	(10,000.00)	0.00	29,479.85	0.00	29,479.85	23,386.00	10,000.00	13,386.00
159 - INFRASTRUCTURE IMPROVEMENTS	10,553,912.58	1,177,570.02	(3,680,992.38)	2,625,000.00	10,675,490.22	0.00	10,675,490.22	13,902,861.00	3,680,992.38	10,221,868.62
160 - BUILDING FUND	982,000.00	1.35	(280,464.88)	(86,386.37)	615,150.10	0.00	615,150.10	NA	NA	NA
164 - DETENTION CTR BLDG FUND	186,500.00	0.00	0.00	0.00	186,500.00	0.00	186,500.00	50,000.00	0.00	50,000.00

	1/1/2025 Begining Balance	Receipts	Disbursements	Transfers	10/31/2025 Ending Balance	Encumbrances	10/31/2025 Uncumbered Cash Balance	2025 Budgeted Expenditures	2025 Expenditures To Date	2025 Remaining Budget Authority
165 - SPECIAL HIGHWAY	4,927,860.29	526,213.40	(313,284.79)	0.00	5,140,788.90	0.00	5,140,788.90	NA	NA	NA
166 - SPECIAL EQUIPMENT	2,006,716.07	0.00	0.00	0.00	2,006,716.07	0.00	2,006,716.07			0.00
169 - BRMP/SALES TAX/CIP	2,750,475.18	1,177,570.02	(856,886.37)	86,886.37	3,158,045.20	0.00	3,158,045.20	4,239,864.00	770,000.00	3,469,864.00
171 - CAPITAL RESERVE	4,692,761.66	750,455.16	(463,086.31)	0.00	4,980,130.51	0.00	4,980,130.51	NA	NA	NA
172 - EQUIPMENT RESERVE	4,245,062.08	0.00	(341,336.88)	(150,000.00)	3,753,725.20	0.00	3,753,725.20	NA	NA	NA
175 - COMMUNITY SERVICE CENTER	448,417.88	2,885.63	(37,372.84)	55,621.70	469,552.37	0.00	469,552.37	110,371.00	30,866.95	79,504.05
216 - O/G VAL DEPLETION TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
855 - CO ATTY TRAINING FUND	25,390.92	1,287.59	(350.00)	211.51	26,540.02	0.00	26,540.02	NA	NA	NA
858 - CO CLERK TECHNOLOGY FUND	65,856.48	7,185.50	(6,345.00)	0.00	66,696.98	0.00	66,696.98	NA	NA	NA
859 - CO TREASURER TECH FUND	75,702.53	7,185.00	(1,690.15)	0.00	81,197.38	0.00	81,197.38	NA	NA	NA
860 - ROD SPECIAL FEE ACCOUNT	279,084.74	28,742.00	(132,956.85)	(12,445.56)	162,424.33	0.00	162,424.33	NA	NA	NA
863 - FEDERAL FORFEITURE	8,503.23	0.00	0.00	0.00	8,503.23	0.00	8,503.23			0.00
864 - STATE FORFEITURE	3,515.02	0.00	0.00	0.00	3,515.02	0.00	3,515.02			0.00
865 - TAX ASSESSMENT	3,187.19	2,335.49	0.00	0.00	5,522.68	0.00	5,522.68			0.00
866 - PROSECUTORS FORFEITURE	24,145.95	0.00	0.00	0.00	24,145.95	0.00	24,145.95			0.00
867 - CA - DEA ASSET FORFEITURE	8,459.20	0.00	0.00	0.00	8,459.20	0.00	8,459.20			0.00
870 - TRANSIENT GUEST TAX	243,756.31	1,086,620.49	(1,038,025.97)	0.00	292,350.83	0.00	292,350.83	1,195,813.00	1,038,025.97	157,787.03
FUND TYPE TOTAL	**52,148,239.94**	**35,847,545.39**	**(34,379,498.21)**	**3,185,426.32**	**56,801,713.44**	**(154,370.33)**	**56,647,343.11**	**60,101,384.00**	**30,806,483.67**	**29,294,900.33**
CAPITAL PROJECT FUNDS (03)										
158 - LEC CONSTRUCTION/RENOVATION	1,806,294.50	0.00	(1,048,815.93)	0.00	757,478.57	0.00	757,478.57	NA	NA	NA
162 - PROJECT CONSTRUCTION	820,515.96	0.00	(248,672.44)	75,000.00	646,843.52	0.00	646,843.52			0.00
168 - JB ROAD SALES TAX	0.00	1,413,084.02	(1,413,084.02)	0.00	0.00	0.00	0.00	NA	NA	NA
170 - LEC/COURTHOUSE REMODEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
174 - CORRECTION SERVICES BLDG	1,042,683.34	0.00	(5,996.00)	(500.00)	1,036,187.34	0.00	1,036,187.34	NA	NA	NA
FUND TYPE TOTAL	**3,669,493.80**	**1,413,084.02**	**(2,716,568.39)**	**74,500.00**	**2,440,509.43**	**0.00**	**2,440,509.43**	**0.00**	**0.00**	**0.00**
DEBT SERVICE FUNDS (04)										
004 - BOND & INTEREST	0.00	326.51	0.00	0.00	326.51	0.00	326.51			0.00
163 - PRINCIPAL & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
FUND TYPE TOTAL	**0.00**	**326.51**	**0.00**	**0.00**	**326.51**	**0.00**	**326.51**	**0.00**	**0.00**	**0.00**
FIDUCIARY FUNDS-AGENCY TRUST (10)										
210 - IN LIEU OF TAXES	577,068.40	538,404.16	(1,115,462.56)	(10.00)	0.00	0.00	0.00	NA	NA	NA
215 - MINERAL TAX	82,376.24	205,164.70	(287,540.94)	0.00	0.00	0.00	0.00	NA	NA	NA
220 - DELINQUENT PERSONAL TAX	31,284.25	53,842.13	(79,282.28)	0.00	5,844.10	0.00	5,844.10	NA	NA	NA
240 - REAL ESTATE REDEMPTIONS	1,062,236.62	1,611,468.27	(2,580,030.76)	0.00	93,674.13	0.00	93,674.13	NA	NA	NA
260 - ADVANCE PAID TAX	24,641.36	45,736.83	(157.41)	0.00	70,220.78	0.00	70,220.78	NA	NA	NA
270 - 16/20M TAGGED VEHICLES	60,448.59	24,217.47	(84,517.86)	(148.20)	0.00	0.00	0.00	NA	NA	NA
271 - PERSONAL PROPERTY TAX	4,004,489.70	2,790,312.83	(6,787,361.85)	148.20	7,588.88	0.00	7,588.88	NA	NA	NA
275 - RECREATIONAL VEHICLE TAX	14,221.68	63,808.92	(70,299.91)	(30.00)	7,700.69	0.00	7,700.69	NA	NA	NA
280 - MTR VEH RENTAL EXCISE TAX	56,486.80	74,623.63	(131,110.43)	0.00	0.00	0.00	0.00	NA	NA	NA

	1/1/2025 Begining Balance	Receipts	Disbursements	Transfers	10/31/2025 Ending Balance	Encumbrances	10/31/2025 Uncumbered Cash Balance	2025 Budgeted Expenditures	2025 Expenditures To Date	2025 Remaining Budget Authority
285 - MOTOR VEHICLE TAX	1,373,821.29	5,802,843.03	(6,508,496.81)	30.00	668,197.51	0.00	668,197.51	NA	NA	NA
298 - TAX ACCOUNT	48,356,746.60	35,252,702.32	(83,376,200.60)	0.00	233,248.32	0.00	233,248.32	NA	NA	NA
310 - GARDEN CITY-GENERAL	0.00	7,731,543.58	(7,731,543.58)	0.00	0.00	0.00	0.00	NA	NA	NA
311 - GARDEN CITY-AIRPORT	0.00	1,580,629.42	(1,580,629.42)	0.00	0.00	0.00	0.00	NA	NA	NA
313 - GARDEN CITY-BOND	0.00	3,319,591.56	(3,319,591.56)	0.00	0.00	0.00	0.00	NA	NA	NA
317 - GARDEN CITY RECREATION	0.00	11,338.82	(11,338.82)	0.00	0.00	0.00	0.00	NA	NA	NA
318 - GARDEN CITY REC EMPLY BEN	0.00	1,579.34	(1,579.34)	0.00	0.00	0.00	0.00	NA	NA	NA
323 - GARDEN CITY SPEC ASSESS	0.00	14,095.43	(14,095.43)	0.00	0.00	0.00	0.00	NA	NA	NA
325 - GARDEN CITY EMP BENEFIT	0.00	57.63	(57.63)	0.00	0.00	0.00	0.00	NA	NA	NA
326 - GARDEN CITY-BUILDING	0.00	0.68	(0.68)	0.00	0.00	0.00	0.00	NA	NA	NA
329 - GARDEN CITY TIF/RHID	0.00	4,391,499.68	(4,412,880.10)	21,380.42	0.00	0.00	0.00	NA	NA	NA
330 - HOLCOMB-GENERAL	0.00	364,372.81	(364,372.81)	0.00	0.00	0.00	0.00	NA	NA	NA
331 - HOLCOMB-BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
332 - HOLCOMB-SPECIALS	0.00	3,849.94	(3,849.94)	0.00	0.00	0.00	0.00	NA	NA	NA
333 - HOLCOMB-POLICE	0.00	269,986.22	(269,986.22)	0.00	0.00	0.00	0.00	NA	NA	NA
334 - HOLCOMB-FIRE	0.00	9,753.27	(9,753.27)	0.00	0.00	0.00	0.00	NA	NA	NA
400 - GARDEN CITY CC-GENERAL	0.00	17,759,853.87	(17,759,853.87)	0.00	0.00	0.00	0.00	NA	NA	NA
401 - GARDEN CITY CC-BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
402 - GARDEN CITY CC-CAP OUTLAY	0.00	917,956.03	(917,956.03)	0.00	0.00	0.00	0.00	NA	NA	NA
404 - GARDEN CITY CC-VOC ED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
406 - GARDEN CITY CC-EMP BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
407 - GARDEN CITY CC-ADULT ED	0.00	0.93	(0.93)	0.00	0.00	0.00	0.00	NA	NA	NA
410 - USD 457-GENERAL	0.00	8,653,747.78	(8,653,747.78)	0.00	0.00	0.00	0.00	NA	NA	NA
412 - USD 457-BOND	0.00	3,439,232.55	(3,439,232.55)	0.00	0.00	0.00	0.00	NA	NA	NA
413 - USD 457-CAPITAL OUTLAY	0.00	4,304,186.64	(4,304,186.64)	0.00	0.00	0.00	0.00	NA	NA	NA
414 - USD 457-SUPP GENERAL	0.00	8,521,539.41	(8,521,539.41)	0.00	0.00	0.00	0.00	NA	NA	NA
430 - USD 363-GENERAL	0.00	2,137,401.63	(2,137,401.63)	0.00	0.00	0.00	0.00	NA	NA	NA
431 - USD 363-BOND	0.00	301,922.42	(301,922.42)	0.00	0.00	0.00	0.00	NA	NA	NA
432 - USD 363-CAPITAL OUTLAY	0.00	791,016.09	(791,016.09)	0.00	0.00	0.00	0.00	NA	NA	NA
436 - USD 363-SP ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
440 - USD 363-RECREATION	0.00	420,264.61	(420,264.61)	0.00	0.00	0.00	0.00	NA	NA	NA
441 - USD 363-SUPP GENERAL	0.00	2,333,007.60	(2,333,007.60)	0.00	0.00	0.00	0.00	NA	NA	NA
445 - USD 363-REC EMP BENEFIT	0.00	116,729.74	(116,729.74)	0.00	0.00	0.00	0.00	NA	NA	NA
450 - USD 102-GENERAL	0.00	80,149.38	(80,149.38)	0.00	0.00	0.00	0.00	NA	NA	NA
451 - USD 102-BOND	0.00	19,746.55	(19,746.55)	0.00	0.00	0.00	0.00	NA	NA	NA
452 - USD 102-SUPP GENERAL	0.00	78,000.30	(78,000.30)	0.00	0.00	0.00	0.00	NA	NA	NA
454 - USD 102-CAPITAL OUTLAY	0.00	20,802.10	(20,802.10)	0.00	0.00	0.00	0.00	NA	NA	NA
480 - WEST PLAINS EXTENSION DISTRICT	0.00	559,178.55	(559,178.55)	0.00	0.00	0.00	0.00	NA	NA	NA
500 - GARDEN CITY TWP-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
501 - GARDEN CITY TWP-FIRE	0.00	131,413.62	(131,413.62)	0.00	0.00	0.00	0.00	NA	NA	NA
505 - GARFIELD TWP-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
506 - GARFIELD TWP-FIRE	131.59	17,707.55	(17,839.14)	0.00	0.00	0.00	0.00	NA	NA	NA

	1/1/2025 Begining Balance	Receipts	Disbursements	Transfers	10/31/2025 Ending Balance	Encumbrances	10/31/2025 Uncumbered Cash Balance	2025 Budgeted Expenditures	2025 Expenditures To Date	2025 Remaining Budget Authority
511 - IVANHOE TWP-FIRE	0.00	10,294.59	(10,294.59)	0.00	0.00	0.00	0.00	NA	NA	NA
515 - PIERCEVILLE TWP-GENERAL	1,627.83	500.99	(2,128.82)	0.00	0.00	0.00	0.00	NA	NA	NA
516 - PIERCEVILLE TWP-FIRE	820.23	14,591.86	(15,412.09)	0.00	0.00	0.00	0.00	NA	NA	NA
521 - PL VALLEY TWP-FIRE	0.00	3,763.88	(3,763.88)	0.00	0.00	0.00	0.00	NA	NA	NA
525 - SHERLOCK TWP-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
526 - SHERLOCK TWP-FIRE	134,995.43	52,538.40	(187,533.83)	0.00	0.00	0.00	0.00	NA	NA	NA
531 - TERRY TWP-FIRE	3,930.72	10,562.00	(14,492.72)	0.00	0.00	0.00	0.00	NA	NA	NA
800 - COUNTY PAYROLL	2,563.09	4,020,232.35	(4,020,232.35)	0.00	2,563.09	0.00	2,563.09	NA	NA	NA
806 - ADVANCE/ESCROW TAX	178,736.47	144,588.67	0.00	0.00	323,325.14	0.00	323,325.14	NA	NA	NA
807 - FINNEY COUNTY TIF/RHID	0.00	24,851.92	0.00	(21,380.42)	3,471.50	0.00	3,471.50	NA	NA	NA
808 - NEIGHBOR REVITAL PROGRAM	0.00	432,481.02	(432,481.02)	0.00	0.00	0.00	0.00	NA	NA	NA
809 - ST GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
810 - ST EDUCATION BLDG	0.00	679,848.91	(679,848.91)	0.00	0.00	0.00	0.00	NA	NA	NA
811 - ST INSTITUTIONS BLDG	0.00	339,924.56	(339,924.56)	0.00	0.00	0.00	0.00	NA	NA	NA
812 - ST CORRECTIONS BLDG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
815 - STATE VEHICLE	35.00	2,073,350.03	(2,073,324.28)	0.00	60.75	0.00	60.75	NA	NA	NA
816 - STATE VEHICLE SALES TAX	166,405.87	1,902,592.26	(1,833,536.07)	(1,496.00)	233,966.06	0.00	233,966.06	NA	NA	NA
817 - COMMERCIAL VEHICLE	14,932.48	943,982.76	(958,860.15)	0.00	55.09	0.00	55.09	NA	NA	NA
818 - MOTOR VEHICLE OPERATING	250,700.29	267,032.25	(14,426.46)	(250,557.93)	252,748.15	0.00	252,748.15	NA	NA	NA
820 - DRAINAGE DISTRICT NO 1	589,803.62	127,803.60	(36,770.96)	0.00	680,836.26	0.00	680,836.26	NA	NA	NA
821 - DRAINAGE DISTRICT NO 2	648,013.59	97,124.10	(36,788.29)	0.00	708,349.40	0.00	708,349.40	NA	NA	NA
822 - JAMES DRAW WATERSHED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
823 - PAWNEE WATERSHED	0.00	40,249.28	(40,249.28)	0.00	0.00	0.00	0.00	NA	NA	NA
824 - GROUNDWATER MANAGEMENT	0.00	152,756.41	(152,756.41)	0.00	0.00	0.00	0.00	NA	NA	NA
827 - NORTHWEST INDUSTRIAL	0.02	0.00	0.00	(0.02)	0.00	0.00	0.00	NA	NA	NA
850 - STRAY ANIMAL COLLECTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA
857 - HERITAGE TRUST FUND	3,270.00	14,371.00	(13,048.00)	0.00	4,593.00	0.00	4,593.00	NA	NA	NA
FUND TYPE TOTAL	**57,639,787.76**	**126,118,720.86**	**(180,210,001.82)**	**(252,063.95)**	**3,296,442.85**	**0.00**	**3,296,442.85**	**NA**	**NA**	**NA**
BUSINESS-ENTERPRISE FUNDS (11)										
003 - SEWER DISTRICT #3 BOND	96,093.12	51,000.37	(36,838.75)	0.00	110,254.74	0.00	110,254.74	97,000.00	36,838.75	60,161.25
173 - SD #3 CONSTRUCTION	32.32	0.00	0.00	0.00	32.32	0.00	32.32			0.00
180 - LANDFILL	1,027,307.79	64,812.76	(34,512.64)	0.00	1,057,607.91	0.00	1,057,607.91	792,070.00	29,949.64	762,120.36
185 - EASTSIDE SEWER DISTRICT	178,603.19	90,324.69	(55,186.18)	(310.36)	213,431.34	0.00	213,431.34	168,390.00	55,310.94	113,079.06
186 - SEWER DISTRICT NO. 2	31,838.30	47,696.15	(24,666.15)	(120.59)	54,747.71	0.00	54,747.71	67,215.00	23,338.88	43,876.12
187 - SEWER DISTRICT NO. 3	163,628.89	173,449.31	(84,668.91)	(206.30)	252,202.99	0.00	252,202.99	167,266.00	84,164.01	83,101.99
188 - EASTSIDE SEWER RESERVE	50,000.00	0.00	0.00	0.00	50,000.00	0.00	50,000.00			0.00
189 - SEWER DISTRICT NO 2 RESERVE	20,000.00	0.00	0.00	0.00	20,000.00	0.00	20,000.00			0.00
190 - SEWER DISTRICT NO 3 RESERVE	20,000.00	0.00	0.00	0.00	20,000.00	0.00	20,000.00			0.00
191 - SEWER DISTRICT NO. 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00
FUND TYPE TOTAL	**1,587,503.61**	**427,283.28**	**(235,872.63)**	**(637.25)**	**1,778,277.01**	**0.00**	**1,778,277.01**	**1,291,941.00**	**229,602.22**	**1,062,338.78**

	1/1/2025 Begining Balance	Receipts	Disbursements	Transfers	10/31/2025 Ending Balance	Encumbrances	10/31/2025 Uncumbered Cash Balance	2025 Budgeted Expenditures	2025 Expenditures To Date	2025 Remaining Budget Authority
TRUST FUNDS- NON EXPENDABLES (13)										
890 - REVOLVING LOAN	1,772.00	0.00	0.00	0.00	1,772.00	0.00	1,772.00	437,572.00	0.00	437,572.00
FUND TYPE TOTAL	**1,772.00**	**0.00**	**0.00**	**0.00**	**1,772.00**	**0.00**	**1,772.00**	**437,572.00**	**0.00**	**437,572.00**
Total County Funds	66,603,319.61	51,351,476.86	(45,602,194.41)	367,868.95	72,720,471.01	(154,370.33)	72,566,100.68	76,978,508.00	41,964,375.27	35,014,132.73
Fiduciary (non-county funds)	57,639,787.76	126,118,720.86	(180,210,001.82)	(252,063.95)	3,296,442.85	0.00	3,296,442.85	0.00	0.00	0.00
Overall Fund Totals	**124,243,107.37**	**177,470,197.72**	**(225,812,196.23)**	**115,805.00**	**76,016,913.86**	**(154,370.33)**	**75,862,543.53**	**76,978,508.00**	**41,964,375.27**	**35,014,132.73**

MEMORANDUM

TO: County Commission
FROM: Clerk's Office
PRESENTER: Clerk
DATE: November 17, 2025
RE: Upcoming Meetings & Events

INFORMATION:
List of upcoming meetings and events is attached.
ATTACHMENT(S):
BoCC Calendar of Events.pdf

Upcoming Meetings & Events

Date	Time	Event/Meeting	Location
November			
17	8:30 a.m.	Finney County 2025 General Election Canvass	Finney County Commission Chambers
17	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
19	7:30 a.m.	Chamber Membership Breakfast doors open at 7:00 a.m.	Clarion Inn
December			
1	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
9 - 11	daily	50th Annual Conference & Exposition Kansas Association of Counties	Wichita, Ks
15	8:30 a.m.	Finney County Board of County Commissioners Regular Session	Finney County Commission Chambers
17	7:30 a.m.	Chamber Membership Breakfast doors open at 7:00 a.m.	Clarion Inn
2026	**Happy New Year!**		

Upcoming Community Events

Date	Time	Event	Location
October			
4	10:00 a.m.	President's Tailgate	Garden City Community College
11	7:00 p.m.	A Night in Garden-ton Wine tasting event - GC Area Chamber	Clarion Inn
13	10:00 a.m.	99th Annual Community Mexican Fiesta	Parade - Main Street Fiesta - Steven's Park
15		Mail ballots placed in mail	US Postal Service
20		In-person Early Voting Begins	Finney County Election Office
20	TBA	30th Annual Crystal Apple Awards	TBA
29	2:00 p.m.	Ribbon Cutting: Garden City Career Connection Academy	Garden City Community College
November			
3	noon	In-person Early Voting ENDS	Finney County Election Office
4	7am - 7pm	Election Day	Polling Locations
15	9am	Riverbed Cleanup Day	
17	8:30 AM	Canvass of final election results	Finney County Commission Chambers
20	6:30 p.m.	30th Annual Crystal Apple Awards	Clarion Inn Conference Center

Lots to do! Visit GCK! https://www.visitgck.com/events-calendar/

311 N. 9th St. Garden City, KS 67846 | (620) 272-3500 | www.finneycounty.org

Finney County, dedicated to its citizens, serving its taxpayers

MEMORANDUM

TO: County Commission
FROM: Kara Schartz, County Counselor
PRESENTER: Kara Schartz, County Counselor
DATE: November 17, 2025
RE: Executive Session | Attorney-Client

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

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

Length of time and participants to be determined.