



## COUNTY COMMISSION

Ron Sellers  
District 1  
Member

Ron Hirst  
District 2  
Chair

Daniel P. Friesen  
District 3  
Vice-Chair

**Courthouse**  
206 W. 1<sup>st</sup> Avenue  
Hutchinson, KS 67501

### AGENDA

#### Commission Chambers

Tuesday, February 9, 2021, 9:00 A.M.

**I. Call to Order**

**II. Pledge of Allegiance to the American Flag and Prayer**

**III. Welcome and Announcements by Commission Chair**

**IV. Public Comment on Items not on the Agenda.**

Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.

**V. Determine Additions or Revisions to the Agenda**

**VI. Consent Agenda**

If any Commissioner would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.

- A. Vouchers (bills or payments owed by the county or related taxing units).
- B. CRF Vouchers.
- C. Withdraw from the Transportation Alternatives Project ADA Bus Shelters Grant.
- D. Resolution 2021-05 to cancel certain county warrants.
- E. Destruction of 2018 Gubernatorial Election Materials.
  - i. **Action** – Motion to **approve** the Consent Agenda  
Friesen     Sellers     Hirst

**VII. Business Items**

- A. Resolution 2021-06 Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Refunding and Improvement Bonds, Series, 2021 by Kevin Cowan, Gilmore & Bell.
- B. Notice of Awards for the construction of new support facilities at the Reno County Solid Waste Landfill by Megan Davidson, Director.
  - i. Contract with Conco, Inc. in the amount of \$2,654,700 for construction services.
  - ii. Scope of Services from SCS Engineers for Resident Engineering Services at \$296,500; and contingency of \$295,100
- C. SCS Engineers proposals to provide certain services 2021 by Megan Davidson, Solid Waste Director.
  - i. Annual Consulting Services at a cost of \$95,300.
  - ii. Engineering & Planning Services at a cost of \$78,900.
  - iii. Air Quality & Gas Collection and Control Operations, Monitoring & Maintenance (OM&M) Services at a cost of \$166,300.
- D. Contract with IdeaTek to provide broadband and phone service at an upfront cost of \$19,605 and \$5,530 per month for 60 months by Joseph O’Sullivan, County Counselor.
- E. Maintenance & Purchasing Update by Harlen Depew, Director.

F. Planning Case #2020 -09 – A Request by the Reno County Planning Commission for a series of text amendments to the April 2016 Edition of the Reno County Zoning Regulations regarding Commercial Wind Energy Conversion Systems by Don Brittain, Public Work Director, and Mark Vonachen, County Planner.

**VIII. County Administrator Report**

A. Appointed & Elected Monthly Reports

**IX. County Commission Report/Comments**

**X. Adjournment**



**AGENDA  
ITEM #6D**

**AGENDA ITEM**

**INFORMATION:** Approve a Resolution to Cancel Certain County Warrants for the year 2018  
(From and Issue)

**PRESENTED BY:** Donna Patton

**AGENDA DATE:** February 9, 2021

**BACKGROUND** This is a resolution that we approve each year to void outstanding checks for Accounts Payable, Treasurer's and Tag Checks from two years prior. If a taxpayer wants their check to be reissued, they call the Clerk's Office or the Treasurer's Office, and we will reissue their check.

**ALL OPTIONS**

**RECOMMENDATION** Approve the resolution to Cancel Certain County Warrants for the year 2018 that has been updated with the names removed that called and asked their checks to be reissued.

**FISCAL IMPACT** None

RESOLUTION 2021-\_\_\_\_\_

A RESOLUTION TO CANCEL CERTAIN COUNTY WARRANTS

Whereas, the Board of County Commissioners of Reno County, Kansas issued certain warrants against the funds of the county treasury and a period of more than two years has elapsed since the signing of such warrants; and

Whereas, during said time the persons entitled thereto have not appeared to claim such warrants, or such warrants have not been presented to the County Treasurer for payments; and,

Whereas, such warrants may, at the discretion of the Board of the County Commissioners, pursuant to K.S.A. 10-815, be canceled and set aside upon the record of the county.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that the following warrants be canceled, and that all balances accruing from such unpaid canceled warrants shall revert to the county fund which such warrants were drawn.

FUND	CHECK #	DATE	PAID TO	AMOUNT
County General	124251	01/19/2018	Davenport, Angela R	\$15.89
County General	124265	01/19/2018	Robison, Patricia Ann	\$10.00
County General	124951	03/02/2018	Adams, Darrell	\$10.00
County General	124955	03/02/2018	Idler, Emily	\$10.00
County General	125501	04/06/2018	Rue, Ryan, W	\$10.00
County General	125635	04/13/2018	Cox, Spencer Allen	\$10.00
County General	125640	04/13/2018	Edwards, Meghan Amber	\$10.00
County General	125651	04/13/2018	Manche, Troy, A	\$10.00
County General	126437	05/18/2018	Moungkhoth, Melinda	\$100.00
County General	126504	05/25/2018	MCKENZIES PAINT & BODY INC	\$47.00
County General	126981	06/22/2018	Department of Motor Vehicles	\$5.00
County General	127480	07/20/2018	Goodpasture, Katrina Marie	\$10.00
County General	127503	07/20/2018	Lamunyon, Elizabeth Ann	\$10.00
County General	127506	07/20/2018	Lunsford, Julie Jennifer	\$10.00
County General	127511	07/20/2018	Mcgill, Bryan Conan	\$10.00
County General	127572	07/20/2018	Young, Mary Jo	\$13.21
County General	128021	08/17/2018	Ruebke, Michael	\$10.00
County General	128588	09/07/2018	Williams, Brandon Nicholas	\$10.00
County General	129163	10/12/2018	Alexander, Donna Jean	\$10.00
County General	129190	10/12/2018	Cukjati, John E	\$10.00
County General	129218	10/12/2018	Hill, James Carl	\$10.00
County General	129225	10/12/2018	Jenks, Caleb Lysander	\$10.00
County General	129249	10/12/2018	Mccrary, Elaine M	\$10.00
County General	129262	10/12/2018	Murphy, Lynn Marie	\$10.00
County General	129278	10/12/2018	Redding, Ryan Chesley	\$10.00
County General	129289	10/12/2018	Shantz, Chandler James	\$10.00

FUND	CHECK #	DATE	PAID TO	AMOUNT
County General	129293	10/12/2018	Stewart, Heather Marie	\$10.00
County General	129307	10/12/2018	Williams, Arley Joe	\$10.00
County General	129638	11/02/2018	PATRICIA MACKE-DICK	\$58.86
County General	129672	11/02/2018	Flores, Vickie	\$10.00
County General	129772	11/09/2018	Bargenoe, Phillip Joseph	\$21.99
County General	129776	11/09/2018	Beckman, Benjamin Taylor	\$10.00
County General	129777	11/09/2018	Beer, James R	\$10.00
County General	129778	11/09/2018	Birzer, Gerald D	\$10.00
County General	129779	11/09/2018	Blaine, John A	\$10.00
County General	129827	11/09/2018	Gerhart, Bruce Orvie	\$10.00
County General	129836	11/09/2018	Harris, Brandy May	\$10.00
County General	129859	11/09/2018	Koehn, Trenton Dale	\$10.00
County General	129878	11/09/2018	Mills, Christopher Alan	\$21.99
County General	130543	12/14/2018	CHERYL DONNER	\$25.00
County General	130609	12/14/2018	RICKS PLUMBING HEATING & AIR	\$105.00
County General	130640	12/14/2018	Mosley, Glenda	\$10.00
County General	130785	12/21/2018	Downing, Roger L	\$10.00
County General	130802	12/21/2018	Lugafet, Leanna Michelle	\$10.00
County General	130808	12/21/2018	Meyer, Rylie Jo	\$28.53
County General	130829	12/21/2018	Rodriguez, Clinton R	\$10.00
County General	130967	12/28/2018	Tipton-Wylie, Najahaun	\$10.00
<b>FUND TOTAL</b>				<b>\$802.47</b>

FUND	CHECK #	DATE	PAID TO	AMOUNT
Treasurer's Checks	921241	04/04/2018	Stejskal, Tyler, J	\$18.47
Treasurer's Checks	921243	04/04/2018	Stejskal, Tyler, J	\$27.70
Treasurer's Checks	921244	04/04/2018	Stejskal, Tyler, J	\$27.71
Treasurer's Checks	921333	06/05/2018	BILL J WILLHOIT	\$31.45
Treasurer's Checks	921365	06/05/2018	EBBERT, GLADYS M ZUMALT &	\$39.80
Treasurer's Checks	921371	06/05/2018	FOREST S & MIRIAM S TENNANT	\$60.31
Treasurer's Checks	921578	06/21/2018	Jones, Tommie L	\$8.29
Treasurer's Checks	921874	10/23/2018	WILLIE BURGER LLC	\$466.39
Treasurer's Checks	921896	11/28/2018	Voorhis, Amy	\$10.00
Treasurer's Checks	922070	12/26/2018	Lee, Richard	\$36.00
<b>FUND TOTAL</b>				<b>\$726.12</b>

FUND	CHECK #	DATE	PAID TO	AMOUNT
Tag Checks	742120	3/12/2018	Friesen, Carl, Lyn	\$5.00
Tag Checks	742331	04/09/2018	Austin, James, M	\$36.88
Tag Checks	742690	06/01/2018	Gray, Jennifer, Lynn	\$45.00
Tag Checks	742732	06/07/2018	Mead, Skyler, Jon	\$18.44
Tag Checks	742775	06/19/2018	Carlton, Jeannie, Lynn	\$8.00
<b>FUND TOTAL</b>				<b>\$113.32</b>
<b>TOTAL ALL FUNDS</b>			<b>\$1,641.91</b>	

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**BOARD OF COUNTY COMMISSIONERS  
OF RENO COUNTY, KANSAS**

\_\_\_\_\_  
Ron Hirst, Chairman

\_\_\_\_\_  
Daniel Friesen, Member

\_\_\_\_\_  
Ron Sellers, Member

ATTEST:

\_\_\_\_\_  
Donna Patton, County Clerk



**AGENDA ITEM**

**INFORMATION:** Destroy election materials from past elections  
(From and Issue)

**PRESENTED BY:** County Clerk/Elections

**AGENDA DATE:** 2/9/2021

**BACKGROUND** Requesting approval to destroy election materials from past elections. We recommend Brooke Koehn and Alisha Johnson to be the electors present to serve as witness for this process. The materials are from the 2018 Gubernatorial Election. Sonoco is where this will occur.

**ALTERNATIVE** Take the material to the county landfill.

**RECOMMENDATION** Approval in accordance with Kansas Statute 25-2708

**FISCAL IMPACT** There is no county fiscal impact.

**AGENDA  
ITEM #7A**

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**RESOLUTION NO. 2021-06**

**OF**

**RENO COUNTY, KANSAS**

**ADOPTED**

**FEBRUARY 9, 2021**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021**

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**TABLE OF CONTENTS**

**ARTICLE I DEFINITIONS**

Section 101. Definitions of Words and Terms..... 2

**ARTICLE II AUTHORIZATION AND DETAILS OF THE BONDS**

Section 201. Authorization of the Bonds. .... 10  
Section 202. Description of the Bonds..... 10  
Section 203. Designation of Paying Agent and Bond Registrar. .... 10  
Section 204. Method and Place of Payment of the Bonds. .... 11  
Section 205. Payments Due on Saturdays, Sundays and Holidays. .... 12  
Section 206. Registration, Transfer and Exchange of Bonds..... 12  
Section 207. Execution, Registration, Authentication and Delivery of Bonds. .... 13  
Section 208. Mutilated, Lost, Stolen or Destroyed Bonds..... 13  
Section 209. Cancellation and Destruction of Bonds Upon Payment..... 14  
Section 210. Book-Entry Bonds; Securities Depository. .... 14  
Section 211. Nonpresentment of Bonds..... 15  
Section 212. Preliminary and Final Official Statement. .... 15  
Section 213. Sale of the Bonds – Bond Purchase Agreement..... 15

**ARTICLE III REDEMPTION OF BONDS**

Section 301. Redemption by Issuer..... 16  
Section 302. Selection of Bonds to be Redeemed..... 17  
Section 303. Notice and Effect of Call for Redemption. .... 18

**ARTICLE IV SECURITY FOR BONDS**

Section 401. Security for the Bonds..... 19  
Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account..... 20

**ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS**

**DEPOSIT AND APPLICATION OF BOND PROCEEDS**

Section 501. Creation of Funds and Accounts..... 20  
Section 502. Deposit of Bond Proceeds..... 20  
Section 503. Application of Moneys in the Improvement Fund; Redemption of Refunded Notes. 21  
Section 504. Substitution of Improvements; Reallocation of Proceeds. .... 21  
Section 505. Application of Moneys in the Redemption Fund. .... 21  
Section 506. Application of Moneys in Debt Service Account. .... 22  
Section 507. Deposits and Investment of Moneys. .... 22  
Section 508. Application of Moneys in the Costs of Issuance Account. .... 22

**ARTICLE VI DEFAULT AND REMEDIES**

Section 601. Remedies..... 22  
Section 602. Limitation on Rights of Owners..... 23

Section 603. Remedies Cumulative. .... 23

**ARTICLE VII DEFEASANCE**

Section 701. Defeasance. .... 23

**ARTICLE VIII TAX COVENANTS**

Section 801. General Covenants. .... 24  
Section 802. Survival of Covenants. .... 24

**ARTICLE IX CONTINUING DISCLOSURE REQUIREMENTS**

Section 901. Disclosure Requirements. .... 24  
Section 902. Failure to Comply with Continuing Disclosure Requirements. .... 25

**ARTICLE X MISCELLANEOUS PROVISIONS**

Section 1001. Annual Audit. .... 25  
Section 1002. Amendments. .... 25  
Section 1003. Notices, Consents and Other Instruments by Owners. .... 26  
Section 1004. Notices. .... 27  
Section 1005. Electronic Transactions. .... 27  
Section 1006. Further Authority. .... 27  
Section 1007. Severability. .... 27  
Section 1008. Governing Law. .... 27  
Section 1009. Effective Date. .... 27

*EXHIBIT A* – FORM OF BONDS ..... A-1

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**RESOLUTION NO. 2021-06**

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021, OF RENO COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

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**WHEREAS**, Reno County, Kansas (the “Issuer”) is a political subdivision, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the Commission of the Issuer (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the Issuer, to-wit:

<b><u>Project Description</u></b>	<b><u>Ord./Res. No.</u></b>	<b><u>Authority (K.S.A.)</u></b>	<b><u>Amount</u></b>
Repair or reconstruct, and replace and rebuild certain bridges	2019-20; as amended by 2020-08	68-1103 <i>et seq.</i>	\$7,850,000
Courthouse improvements	2020-30	Charter Res. No. XXV, 19-101 <i>et seq.</i>	3,515,000
Refuse disposal improvements	2020-31	19-2658 <i>et seq.</i>	4,940,000

; and

**WHEREAS**, the Governing Body is authorized by law to issue the general obligation bonds of the Issuer to pay costs of the Improvements; and

**WHEREAS**, none of such general obligation bonds heretofore authorized have been issued and the Issuer proposes to issue its general obligation bonds to pay costs of the Improvements; and

**WHEREAS**, the Issuer heretofore issued and has Outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Issuer for the purpose of refunding the Refunded Bonds; and

**WHEREAS**, in order to achieve interest cost savings through early redemption of the Refunded Bonds, and provide an orderly plan of finance for the Issuer, it has become desirable and in the best interest of the Issuer and its inhabitants to authorize the issuance and delivery of the Bonds in order to provide funds to refund the Refunded Bonds; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$11,995,000\* to pay costs of the Improvements and refund the Refunded Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE RENO COUNTY OF RENO COUNTY, KANSAS, AS FOLLOWS:**

## ARTICLE I

### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Resolution No. XXV of the Issuer, K.S.A. 19-101 *et seq.*, K.S.A. 68-1103 *et seq.*, K.S.A. 19-2658 *et seq.* and K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

**“Beneficial Owner”** of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

**“Bond and Interest Fund”** means the Bond and Interest Fund of the Issuer for its general obligation bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Purchase Agreement”** means the Bond Purchase Agreement dated as of February 9, 2021, between the Issuer and the Purchaser.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means the State Treasurer, Topeka, Kansas and any successors and assigns.

**“Bond Resolution”** means this resolution relating to the Bonds.

**“Bonds”** or **“Bond”** means the General Obligation Refunding and Improvement Bonds, Series 2021, authorized and issued by the Issuer pursuant to this Bond Resolution.

**“Business Day”** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“Chairman”** means the duly elected and acting Chairman, or in the Chairman's absence, the duly appointed and/or elected Vice Chairman or Acting Chairman of the Issuer.

**“Clerk”** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

**“Consulting Engineer”** means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

**“Costs of Issuance”** means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

**“Costs of Issuance Account”** means the Costs of Issuance Account for General Obligation Refunding and Improvement Bonds, Series 2021 created pursuant to *Section 501* hereof.

**“County”** means Reno County, Kansas.

**“Dated Date”** means February 25, 2021.

**“Debt Service Account”** means the Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2021 created within the Bond and Interest Fund pursuant to *Section 501* hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

**“Defaulted Interest”** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and

redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Disclosure Undertaking”** means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“DTC Representation Letter”** means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Fitch”** means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Funds and Accounts”** means funds and accounts created pursuant to or referred to in *Section 501* hereof.

**“Governing Body”** means the Commission of the Issuer.

**“Improvement Fund”** means the Improvement Fund for General Obligation Refunding and Improvement Bonds, Series 2021 created pursuant to *Section 501* hereof.

**“Improvements”** means the improvements referred to in the preamble to this Bond Resolution and any Substitute Improvements.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

**“Interest Payment Date(s)”** means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing September 1, 2021.

**“Issue Date”** means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the County and any successors or assigns.

**“Kroll”** means Kroll Bond Rating Agency, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Maturity”** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Moody’s”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or

liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

206 West First Street  
Hutchinson, Kansas 67501  
Fax: (620) 694-2534

(b) To the Paying Agent at:

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235  
Fax: (785) 296-6976

(c) To the Purchaser:

Raymond James & Associates, Inc.  
1201 Walnut, 21st Floor  
Kansas City, Missouri 64106  
Fax: (833) 887-8729

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street, 23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

Fitch Ratings  
One State Street Plaza  
New York, New York 10004

Kroll Bond Rating Agency  
845 Third Avenue, 4<sup>th</sup> Floor  
New York, New York 10022

or such other address as is furnished in writing to the other parties referenced herein.

**“Notice Representative”** means:

(a) With respect to the Issuer, the Clerk.



- (b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

**“Official Statement”** means Issuer’s Official Statement relating to the Bonds.

**“Outstanding”** means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

**“Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the State Treasurer, Topeka, Kansas and any successors and assigns.

**“Permitted Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the Issuer which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means the amount set forth in the Bond Purchase Agreement.

**“Purchaser”** means Raymond James & Associates, Inc., Kansas City, Missouri, the original purchaser of the Bonds, and any successor and assigns.

**“Rating Agency”** means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

**“Redemption Fund”** means the Redemption Fund for Refunded Bonds created pursuant to *Section 501* hereof.

**“Redemption Price”** means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Bonds”** means the Series 2010 Bonds maturing in the years 2021 to 2025, inclusive, in the aggregate principal amount of \$70,000.

**“Refunded Bonds Paying Agent”** means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

**“Refunded Bonds Redemption Date”** means March 1, 2021.

**“Refunded Bonds Resolution”** means the resolution which authorized the Refunded Bonds.

**“Refunded Notes”** means the Series 2019 Notes maturing in the year 2021, in the aggregate principal amount of \$6,250,000.

**“Refunded Notes Paying Agent”** means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

**“Refunded Notes Redemption Date”** means March 1, 2021.

**“Refunded Notes Resolution”** means the resolution which authorized the Refunded Notes.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 213* hereof.

“**SEC Rule**” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“**Securities Depository**” means, initially, DTC, and its successors and assigns.

“**Series 2010 Bonds**” means the Issuer's General Obligation Bonds, Series 2010, dated May 15, 2010.

“**Series 2019 Notes**” means the Issuer's General Obligation Temporary Notes, Series 2019, dated December 5, 2019.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“**Standard & Poor's**” or “**S&P**” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“**State**” means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[ “**\_\_\_ Term Bonds**” means the Bonds scheduled to mature in the year \_\_\_\_.]

[ “**Term Bonds**” means collectively the [\_\_\_\_] Term Bonds[, the [\_\_\_\_] Term Bonds] and the 20\_\_ Term Bonds.]

“**Treasurer**” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

**ARTICLE II**

**AUTHORIZATION AND DETAILS OF THE BONDS**

**Section 201. Authorization of the Bonds.** There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding and Improvement Bonds, Series 2021, of the Issuer in the principal amount of \$11,995,000\*, for the purpose of providing funds to: (a) pay costs of the Improvements; (b) pay Costs of Issuance; (c) retire the Refunded Notes; and (d) refund the Refunded Bonds.

**Section 202. Description of the Bonds.** The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

**SERIAL BONDS**

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>	<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>September 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>	<b><u>September 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
2021	\$135,000	_____%	2029	\$650,000	_____%
2022	920,000	_____%	2030	670,000	_____%
2023	1,040,000	_____%	2031	700,000	_____%
2024	1,085,000	_____%	2032	725,000	_____%
2025	1,120,000	_____%	2033	755,000	_____%
2026	575,000	_____%	2034	775,000	_____%
2027	600,000	_____%	2035	800,000	_____%
2028	620,000	_____%	2036	825,000	_____%

**[TERM BONDS**

<b>Stated Maturity</b>	<b>Principal</b>	<b>Annual Rate</b>
<b><u>September 1</u></b>	<b><u>Amount</u></b>	<b><u>of Interest</u></b>
20__	\$_____	_____ %]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Bond Registrar.** The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Chairman of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Bonds.** The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 206. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or

more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

**Section 207. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Chairman, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Chairman and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Chairman and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

**Section 208. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 209. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 210. Book-Entry Bonds; Securities Depository.** The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds



to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

**Section 211. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated January 22, 2021, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Chairman and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Bonds – Bond Purchase Agreement.** The execution of the Bond Purchase Agreement by the Chairman is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

### ARTICLE III

#### REDEMPTION OF BONDS

##### Section 301. Redemption by Issuer.

**Optional Redemption.** At the option of the Issuer, Bonds maturing on September 1 in the years 2029, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2028, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[ **Mandatory Redemption.** (a) [\_\_\_\_] *Term Bonds.*] The [\_\_\_\_] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [\_\_\_\_] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	

\*

---

\*Final Maturity

(b) [\_\_\_\_] *Term Bonds.* The [\_\_\_\_] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [\_\_\_\_] Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$	

[\_\_\_\_]\*

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\*Final Maturity]

(c) 20\_\_ *Term Bonds.*] The 20\_\_ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20\_\_ Term Bonds:

**Principal  
Amount**  
\$

**Year**

20\_\_\*

\_\_\_\_\_  
\*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

**Section 302. Selection of Bonds to be Redeemed.** Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

## ARTICLE IV

### SECURITY FOR BONDS

**Section 401. Security for the Bonds.** The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account.** The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Refunding and Improvement Bonds, Series 2021.
- (b) Redemption Fund for Refunded Bonds.
- (c) Debt Service Account for General Obligation Refunding and Improvement Bonds, Series 2021 (within the Bond and Interest Fund).
- (d) Costs of Issuance Account for General Obligation Refunding and Improvement Bonds, Series 2021.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance (\$[\_\_\_\_]) shall be deposited in the Costs of Issuance Account.

(c) An amount to pay costs of the Improvements (\$[\_\_\_\_]) shall be deposited in the Improvement Fund.

(d) The remaining balance of the proceeds derived from the sale of the Bonds (\$[\_\_\_\_]) shall be deposited into the Redemption Fund.

**Section 503. Application of Moneys in the Improvement Fund; Redemption of Refunded Notes.** Moneys in the Improvement Fund shall be used for the sole purpose of paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

**Section 504. Substitution of Improvements; Reallocation of Proceeds.**

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

**Section 505. Application of Moneys in the Redemption Fund.** Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent and Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date and the Refunded Notes on the Refunded Notes Redemption Date. The Refunded Bonds and Refunded Notes have been called for redemption and payment. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds and Refunded Notes shall be transferred to the Debt Service Account.

**Section 506. Application of Moneys in Debt Service Account.** All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

**Section 507. Deposits and Investment of Moneys.** Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States which has a main or branch office located in the Issuer. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds shall be credited to the Debt Service Account.

**Section 508. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Remedies.** The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal



amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged.

Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

## ARTICLE VIII

### TAX COVENANTS

**Section 801. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Chairman and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 802. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE IX

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 901. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 902. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 1001. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

**Section 1002. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

**Section 1003. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been

pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 1004. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

**Section 1005. Electronic Transactions.** The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 1006. Further Authority.** The officers and officials of the Issuer, including the Chairman and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1007. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1008. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1009. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

**ADOPTED** by the Commission on February 9, 2021.

(SEAL)

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Chairman

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Commissioner

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Commissioner

ATTEST:

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Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on February 9, 2021, as the same appears of record in my office.

DATED: February 9, 2021.

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Clerk

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**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
RENO COUNTY, KANSAS  
HELD ON FEBRUARY 9, 2021**

The Commission (the "Governing Body") met in regular session at the usual meeting place in the County, at 9:00 A.M., the following members being present and participating, to-wit:

Absent:

The Chairman declared that a quorum was present and called the meeting to order.

\*\*\*\*\*

(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021, OF RENO COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

Commissioner \_\_\_\_\_ moved that the Resolution be adopted. The motion was seconded by Commissioner \_\_\_\_\_. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the Governing Body as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Chairman declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. [2021-06], and was signed by the Chairman and attested by the Clerk.

\*\*\*\*\*

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of Reno County, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

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Clerk



**EXHIBIT A  
(FORM OF BONDS)**

**REGISTERED  
NUMBER** \_\_

**REGISTERED  
\$**

**Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.**

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF RENO  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND  
SERIES 2021**

<b>Interest Rate:</b>	<b>Maturity Date:</b>	<b>Dated Date: February 25, 2021</b>	<b>CUSIP:</b>
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**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That Reno County, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2021 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by

the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**Authorization of Bonds.** This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Refunding and Improvement Bonds, Series 2021," aggregating the principal amount of \$11,995,000\* (the "Bonds") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Bonds (the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including Charter Resolution No. XXV of the Issuer, K.S.A. 19-101 *et seq.*, K.S.A. 68-1103 *et seq.*, K.S.A 19-2658 *et seq.* and K.S.A. 10-427 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**General Obligations.** The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

**Redemption Prior to Maturity.** The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

**Book-Entry System.** The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove

contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

**Authentication.** This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF,** the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Chairman and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**RENO COUNTY, KANSAS**

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
Chairman

ATTEST:

By: \_\_\_\_\_ (facsimile)  
Clerk

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This Bond is one of a series of General Obligation Refunding and Improvement Bonds, Series 2021, of Reno County, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: \_\_\_\_\_

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: \_\_\_\_\_

**LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

**GILMORE & BELL, P.C.**  
Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

**BOND ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_

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**CERTIFICATE OF CLERK**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF RENO         )

The undersigned, Clerk of Reno County, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of February 25, 2021.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
  Clerk

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**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_ (facsimile)  
  Treasurer of the State of Kansas

**BOND PURCHASE AGREEMENT**

**BETWEEN**

**RENO COUNTY, KANSAS**

**AND**

**RAYMOND JAMES & ASSOCIATES, INC.  
KANSAS CITY, MISSOURI**

---

**\$11,995,000\***

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**

**SERIES 2021**

**DATED AS OF FEBRUARY 25, 2021**

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**\$11,995,000\***  
**RENO COUNTY, KANSAS**  
**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**  
**SERIES 2021**

February 9, 2021

Chairman and  
Board of County Commissioners  
Reno County, Kansas

**BOND PURCHASE AGREEMENT**

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Raymond James & Associates, Inc., Kansas City, Missouri (the "Purchaser"), hereby offers to purchase all (but not less than all) of the above-described bonds (the "Bonds") to be issued by Reno County, Kansas (the "Issuer"), under and pursuant to a Resolution to be adopted by the Commission of the Issuer (the "Governing Body") on February 9, 2021 (the "Bond Resolution"). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Bond Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Bond Purchase Agreement by or on behalf of the Governing Body on or before 11:59 p.m., applicable Central time, on this date (the "Sale Date").

**SECTION 1. PURCHASE, SALE AND DELIVERY OF THE BONDS**

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on February 25, 2021, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser, at the purchase price set forth on *Exhibit A-1* attached hereto, without accrued interest (the "Purchase Price"). The date of such delivery and payment is herein called the "Closing Date," the hour and date of such delivery and payment is herein called the "Closing Time" and the transactions to be accomplished for delivery of the Bonds on the Closing Date shall be herein called the "Closing." The Bonds shall be issued under and secured as provided in the Bond Resolution and the Bonds shall have the maturities and interest rates as set forth therein and on *Exhibit A-1* attached hereto, which also contains a summary of the redemption provisions of the Bonds. The Bonds shall contain such other provisions as are described in the Bond Resolution and the Official Statement (as hereinafter defined).

(b) The Issuer acknowledges and agrees that: (1) the primary role of the Purchaser, as an underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and the Purchaser and that the Purchaser has financial and other interests that differ from those of the Issuer; (2) the Purchaser is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Issuer on other matters); (3) the only obligations the Purchaser has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement;

and (4) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

(c) Payment of the Purchase Price for the Bonds shall be made by federal wire transfer in immediately available federal funds, payable to the order of a financial institution to be designated by the Issuer for the account of the Issuer on or before the Closing Time on the Closing Date. Upon such payment, the Bonds shall be delivered and released upon the instructions of the Purchaser to The Depository Trust Company, New York, New York (“DTC”).

(d) The delivery of the Bonds shall be made in “book-entry-only” fully registered form duly executed and authenticated and bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bond); provided, however, that the Bonds may be delivered in temporary form. The Bonds shall be available at DTC for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

(e) The Purchaser agrees to offer the Bonds to the public initially at the offering prices or yields set forth in *Exhibit A-1* attached hereto, but may subsequently change such offering prices [(except to the extent the Purchaser may have agreed otherwise in *Section 2* by committing to the Hold-The-Offering-Price Rule)]. The Purchaser agrees to notify the Issuer of such changes, if such changes occur prior to the Closing Time, but failure so to notify shall not invalidate such changes. The Purchaser may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the offering prices set forth in *Exhibit A-1* attached hereto.

## **SECTION 2. ESTABLISHMENT OF ISSUE PRICE**

(a) The Purchaser agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at the Closing Time an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as *Exhibit A-3* with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds (the “Issue Price Certificate”). The Purchaser confirms that it has offered the Bonds to the public on or before the Sale Date at the offering price or prices (the “Initial Offering Price”), or at the corresponding yield or yields, set forth in *Exhibit A-1* attached hereto, except as otherwise set forth therein. The Purchaser acknowledges that it is an “underwriter” as said term is defined in *subsection (c)* hereof.

(b) Unless *Exhibit A-2* is attached hereto, the Issuer will treat the price at which the first 10% of each maturity of the Bonds is sold to the public (the “10% Test”) as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). At or promptly after the execution of this Bond Purchase Agreement, the Purchaser shall report to the Issuer the price at which it has sold to the public 10% of each maturity of Bonds; provided that, if the first 10% of any maturity of the Bonds is sold at different prices, the Purchaser shall report to the Issuer the prices at which such maturity of the Bonds are sold until the Purchaser sells 10% of such maturity at a single price. *Exhibit A-2* sets forth, as of the Sale Date, the maturities of the Bonds for which the 10% Test has been satisfied. *Exhibit A-2* also sets forth, as of the Sale Date, the maturities of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Purchaser agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the Initial Offering Price to the public of each such maturity as of the Sale Date as the issue price of that maturity (the “Hold-The-Offering-Price Rule”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Purchaser will neither offer nor sell unsold Bonds of



that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) Business Day after the Sale Date; or
- (2) the date on which the Purchaser has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Purchaser shall promptly advise the Issuer when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth (5th) Business Day after the Sale Date.

The Purchaser confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the Hold-The-Offering-Price Rule, if applicable, in each case if and for so long as directed by the Purchaser. The Issuer acknowledges that, in making the representation set forth in this subsection, the Purchaser will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-The-Offering-Price Rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-The-Offering-Price Rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Purchaser shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the Hold-The-Offering-Price Rule as applicable to the Bonds-.]

(c) The Purchaser acknowledges that sales of any Bonds to any person that is a related party to the Purchaser shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (1) “public” means any person other than an underwriter or a related party;
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public); and

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the

partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).]

(d) In conjunction with: (1) an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) relating to the pricing of the Bonds, or (2) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the Issuer, the Purchaser will provide information explaining the factual basis for the Purchaser’s representations in the Issue Price Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Purchaser to provide such information will continue to apply after the Closing Time but shall not extend to any customer data or other confidential or proprietary information of the Purchaser.

### **SECTION 3. OFFICIAL STATEMENT**

(a) The Issuer has previously furnished to the Purchaser the Preliminary Official Statement, dated January 22, 2021, relating to the Bonds, including all appendices thereto and maps and pictorial information included therein, as may have been amended or supplemented (the “Preliminary Official Statement”). For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the SEC (the “Rule”), promulgated under the Securities Exchange Act of 1934, as amended (the “1934 Act”), the Issuer has heretofore deemed the Preliminary Official Statement “final” as of its date, except for the omission of such information as is permitted by such Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters. The Issuer hereby ratifies and confirms the Purchaser's use and public distribution of the Preliminary Official Statement in connection with the offering for sale of the Bonds.

(b) The Issuer will cause the Preliminary Official Statement to be amended and supplemented into a final official statement to be dated the Sale Date (the “Official Statement”). The Issuer agrees to provide to the Purchaser within seven business days of the Sale Date or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board (the “MSRB”). The Issuer hereby confirms the authority of the Purchaser to use, and consents to the use of, the Official Statement in connection with the public offering and sale of the Bonds.

(c) The Preliminary Official Statement and Official Statement may be delivered in printed and/or electronic form to the extent permitted by the applicable rules of the MSRB and as may be agreed to by the Issuer and the Purchaser.

(d) If, prior to the earlier of: (1) 90 days after the “end of the underwriting period” (as defined in the Rule); or (2) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, specifically including the MSRB’s Electronic Municipal Market Access system (“EMMA”), but in no case earlier than 25 days after the end of the underwriting period, any event shall occur relating to or affecting the Issuer, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances existing when the Official Statement is delivered to a purchaser, not materially misleading, or the Official Statement is required to be amended or supplemented to comply with law, the Issuer shall promptly prepare and furnish, at the expense of the Issuer, to the Purchaser and to the dealers (whose names and addresses the Purchaser will furnish to the Issuer) to which Bonds may have been sold by the Purchaser and to any other dealers upon request, such amendments or supplements to the Official

Statement as may be necessary so that the statements in the Official Statement as so amended or supplemented will not, in the light of the circumstances existing when the Official Statement is delivered to a purchaser of the Bonds, be misleading or so that the Official Statement will comply with law.

(e) From the Sale Date until the Closing Time, the Issuer shall furnish the Purchaser with a copy of any proposed amendment or supplement to the Official Statement for review and shall not use any such proposed amendment or supplement to which the Purchaser reasonably objects.

(f) The Issuer authorizes the Purchaser to file, to the extent required by applicable SEC or MSRB rule, and the Purchaser agrees to file or cause to be filed, the Official Statement with: (1) the MSRB or its designee, including EMMA; or (2) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Official Statement is prepared in accordance with *Section 3(d)*, the Purchaser also shall make the required filings of the amended Official Statement in the manner set forth in this section.

#### **SECTION 4. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER**

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer that as of the date hereof and at the Closing Time the Purchaser is duly authorized to enter into this Bond Purchase Agreement and to take all actions required or contemplated to be performed by the Purchaser under this Bond Purchase Agreement.

#### **SECTION 5. ISSUER'S REPRESENTATIONS AND WARRANTIES**

By the Issuer's acceptance hereof the Issuer hereby represents and warrants to, and agrees with, the Purchaser that as of the date hereof and at the Closing Time:

(a) The Issuer is a political subdivision duly organized under the laws of the State of Kansas (the "State").

(b) The Issuer has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the Bond Resolution and this Bond Purchase Agreement, and all other agreements relating thereto.

(c) The Issuer has duly authorized by all necessary action to be taken by the Issuer: (1) the adoption and performance of the Bond Resolution; (2) the execution, delivery and performance of this Bond Purchase Agreement; (3) the approval of the Official Statement; (4) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement; and (5) the carrying out, giving effect to and consummation of the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement. Executed counterparts of the Bond Resolution and all such other agreements and documents specified herein will be made available to the Purchaser by the Issuer at the Closing Time.

(d) The Bond Resolution and this Bond Purchase Agreement, when executed and delivered by the Issuer, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the Issuer, and when issued, delivered and paid for as provided for herein and in the Bond Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding general obligations of the Issuer enforceable in accordance with their terms and entitled to the benefits and security of the Bond Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Issuer and further subject to the availability of equitable remedies). The Bonds are general obligations of the Issuer, payable as to both principal and interest, if necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer.

(f) The execution and delivery of the Bond Resolution, this Bond Purchase Agreement, the Official Statement and the Bonds, and compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The Issuer is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the Issuer is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the Issuer and will not be material to the beneficial owners of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bond Resolution or the Bonds.

(h) The Preliminary Official Statement did not, and the Official Statement and in any amendment or supplement thereto, will not, as of the Closing Time, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided that, the Issuer makes no statement as to the Excluded Sections (as defined in **Section 7(b)(2)** hereof).

(i) The financial statements of the Issuer attached to the Official Statement as **Appendix B** thereto, except as noted therein, present fairly and accurately the financial condition of the Issuer as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in the method stated therein consistently applied in all material respects for the periods involved.

(j) The Issuer has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the Issuer, financial or otherwise, other than as set forth in the Official Statement.

(k) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Bond Resolution or the validity of the Bonds, the Bond Resolution, this Bond Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Bond Resolution.

(l) The Issuer has authorized the execution of a Continuing Disclosure Undertaking (the "Disclosure Undertaking") in which the Issuer covenants to provide and disseminate certain financial information, operating data and event notices in the manner and to the extent required by the Rule. The Bond Resolution contains a covenant of the Issuer to apply the provisions of the Disclosure Undertaking to

the Bonds. A copy of the Disclosure Undertaking is attached to the Preliminary Official Statement and Official Statement. Except to the extent disclosed in the Official Statement, at no time in the last five years has the Issuer failed to comply in any material respect with any of the informational reporting undertakings contained in any previous continuing disclosure undertakings made by the Issuer pursuant to the Rule.

Any certificate signed by any of the authorized officials of the Issuer and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the Issuer to the Purchaser as to the statements made therein.

## **SECTION 6. COVENANTS AND AGREEMENTS OF THE ISSUER**

The Issuer covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as any of the Bonds remain Outstanding, as follows:

(a) The proceeds of the Bonds will be used as provided in the Bond Resolution in accordance with the laws of the State.

(b) The proceeds of the Bonds shall not be used in a manner which would jeopardize the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(c) To cooperate with the Purchaser and its counsel in any reasonable endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may reasonably request; provided that nothing contained herein shall require the Issuer to file written consents to suit and file written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Bonds may be offered or sold. The Issuer consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Purchaser in obtaining such qualification. The Purchaser shall pay all expenses and costs (including legal, registration and filing fees) incurred in connection therewith.

## **SECTION 7. CONDITIONS TO THE PURCHASER'S OBLIGATIONS**

The Purchaser's obligations hereunder shall be subject to the due performance by the Issuer of the Issuer's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the Issuer's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Bond Resolution and the Bonds shall have been duly authorized, executed and delivered in the form heretofore approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the Issuer and the Purchaser.

(b) At the Closing Time, the Purchaser shall receive:

(1) An opinion dated as of the Closing Date, of Messrs. Gilmore & Bell, P.C. ("Bond Counsel"), substantially in the form attached hereto as *Exhibit B*.

(2) A certificate of the Issuer, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, to the effect that: (A) since the date of the Official Statement there has not been any material adverse change in the business, properties, financial condition or results of operations of the Issuer, whether or not arising from transactions in the ordinary course of business, from that set forth in the Official Statement, and except in the ordinary course of business

or as set forth in the Official Statement, the Issuer has not incurred any material liability; (B) there is no action, suit, proceeding or, to the knowledge of the Issuer, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer, its officers or its property or, to the best of the knowledge of the Issuer, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated hereby or by the Bond Resolution or the Official Statement or the validity or enforceability of the Bonds or the Bond Purchase Agreement, which are not disclosed in the Official Statement; (C) to the knowledge of the Issuer, the information contained in the Official Statement, other than the sections entitled "The Depository Trust Company," "Rating," "Legal Matters," "Tax Matters," and *Appendices B* and *C* (collectively, the "Excluded Sections"), for which the Issuer expresses no opinion, is true in all material respects and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; (D) the Issuer has duly authorized, by all necessary action, the execution, delivery and due performance by the Issuer of this Bond Purchase Agreement; and (E) the representations and warranties of the Issuer set forth herein were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(3) An executed Federal Tax Certificate, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, with an attached completed and executed IRS Form 8038-G.

(4) An executed copy of the Disclosure Undertaking.

(5) Receipt of a municipal bond rating by Moody's of at least "Aa3."

(6) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Bond Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

Subsequent to Closing, the Purchaser shall receive a complete Transcript of the Proceedings relating to the issuance of the Bonds in electronic format, which shall specifically include each of the foregoing documents.

## **SECTION 8. CONDITIONS TO THE ISSUER'S OBLIGATIONS**

The obligations of the Issuer hereunder are subject to the Purchaser's performance of its obligations hereunder.

## **SECTION 9. THE PURCHASER'S RIGHT TO CANCEL**

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of *Section 1* hereof) by notifying the Issuer in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the Issuer or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the Securities Act of 1933, as amended (the "1933 Act"), the 1934 Act, as amended, or the Trust Indenture Act of 1939, as amended.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(f) The marketability of the Bonds or the market price thereof, in the opinion of the Purchaser, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(h) Any general banking moratorium shall have been established by federal, New York or State authorities.

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(j) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(l) Any financial rating assigned to the Bonds shall have been downgraded or withdrawn, or there shall have occurred, or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations.

(m) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

(n) Any event shall have occurred, or information become known, which makes untrue in any material respect, any statement or information contained in the Preliminary Official Statement, or has the effect that the Preliminary Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(o) The Official Statement makes material modifications to the Preliminary Official Statement deemed "final" by the Issuer pursuant to the Rule, other than modifications permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters.

## **SECTION 10. PAYMENT OF EXPENSES**

(a) Whether or not the Bonds are sold by the Issuer to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder; nor shall the Issuer, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale be prevented at the Closing Time by the Issuer's default).

(b) If the Bonds are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Issuer out of the proceeds of the Bonds or other Issuer funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the Issuer's legal counsel; (3) costs associated with obtaining the Bond Insurance Policy or municipal bond ratings relating to the Bonds and the Refunded Bonds; (4) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, the Official Statement, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (5) fees of the Bond Registrar and Paying Agent designated by the Issuer pursuant to the Bond Resolution; and (6) all costs and expenses of the Issuer relating to the issuance of the Bonds. The Purchaser shall be responsible for payment of the costs of qualifying the Bonds for sale in the various states chosen by the Purchaser, all advertising



expenses in connection with the offering of the Bonds, the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Bonds.

## **SECTION 11. NOTICE**

Any notice or other communication to be given under this Bond Purchase Agreement may be given in the manner set forth in the Bond Resolution, as follows:

(a) If to the Issuer at: Reno County, Kansas, 206 West First Street, Hutchinson, Kansas 67501, Attention: Clerk.

(b) If to the Purchaser at: Raymond James & Associates, Inc., 1201 Walnut, 21st Floor, Kansas City, Missouri 64106, Attention: Manager, Public Finance Department.

## **SECTION 12. INDEMNIFICATION**

(a) The Issuer agrees, to the extent legally permitted, to indemnify and hold harmless the Purchaser, and each person, if any, who controls (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act) the Purchaser (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statements or misleading statement or allegedly misleading statement of a material fact contained in the Official Statement or caused by any omission or alleged omission from the Official Statement of any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided that the Issuer shall have no indemnification obligation with respect to any statement or omission in the information contained in the Official Statement under the heading "Underwriting."

In case any action shall be brought against one or more of the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the Issuer, the Indemnified Parties shall promptly notify the Issuer in writing and the Issuer shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Issuer. The Issuer shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Issuer or if there be a final judgment for the plaintiff in any such action against the Issuer or any of the Indemnified Parties, with or without the consent of the Issuer, the Issuer agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

(b) The Purchaser agrees, to the extent legally permitted, to indemnify and hold harmless the Issuer and any Governing Body member, officer, official or employee of the Issuer, against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue statements or misleading statement or allegedly misleading statement of a material fact in the information supplied by the Purchaser or the Purchaser's representatives that are included in the Official Statement.

In case any action shall be brought against one or more of the persons or entities identified in the preceding paragraph and in respect of which indemnity may be sought against the Purchaser, such parties shall promptly notify the Purchaser in writing and the Purchaser shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of such parties shall have the right to employ separate counsel in any such

action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such party unless employment of such counsel has been specifically authorized by the Purchaser. The Purchaser shall not be liable for any settlement of any such action effected without its consent by any of such parties, but if settled with the consent of the Purchaser or if there be a final judgment for the plaintiff in any such action against the Purchaser or any of such parties, with or without the consent of the Purchaser, the Purchaser agrees to indemnify and hold harmless such parties to the extent provided herein.

### **SECTION 13. MISCELLANEOUS**

(a) This Bond Purchase Agreement shall be binding upon the Purchaser, the Issuer, and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Bonds; or (3) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

(f) This Bond Purchase Agreement and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

### **SECTION 14. EFFECTIVE DATE**

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

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Upon your acceptance of the offer, this Bond Purchase Agreement will be binding upon the Issuer and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

**RAYMOND JAMES & ASSOCIATES, INC.  
KANSAS CITY, MISSOURI**

Date: February 9, 2021  
Time: \_\_\_\_:\_\_\_\_ \_\_.m.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of  
the date first above written.

**RENO COUNTY, KANSAS**

Date: February 9, 2021  
Time: \_\_\_\_:\_\_\_\_ \_\_.m.

By: \_\_\_\_\_  
Chairman

ATTEST: (Seal)

By: \_\_\_\_\_  
Clerk

**EXHIBIT A-1**

**\$11,995,000\***  
**RENO COUNTY, KANSAS**  
**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**  
**SERIES 2021**

**CALCULATION OF PURCHASE PRICE**

Principal Amount	\$11,995,000*.00
Less Underwriter's Discount	-
Plus Original Issue Premium	
Less Original Issue Discount	-
<b>Total Purchase Price and Net Amount</b>	

**MATURITY SCHEDULE**

**[SERIAL BONDS]**

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>	<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
2021	\$135,000	_____%	_____%	2029	\$650,000	_____%	_____%
2022	920,000	_____%	_____%	2030	670,000	_____%	_____%
2023	1,040,000	_____%	_____%	2031	700,000	_____%	_____%
2024	1,085,000	_____%	_____%	2032	725,000	_____%	_____%
2025	1,120,000	_____%	_____%	2033	755,000	_____%	_____%
2026	575,000	_____%	_____%	2034	775,000	_____%	_____%
2027	600,000	_____%	_____%	2035	800,000	_____%	_____%
2028	620,000	_____%	_____%	2036	825,000	_____%	_____%

**[TERM BONDS]**

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Initial Offering Price</u>
	\$	%	%

20\_\_

(Plus accrued interest from February 25, 2021)

**REDEMPTION OF BONDS**

**Redemption by Issuer.**

*Optional Redemption.* At the option of the Issuer, Bonds maturing on September 1 in the years 2029, and thereafter, will be subject to redemption and payment prior to maturity on September 1, 2028, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to

be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[ ***Mandatory Redemption.*** [(a) [\_\_\_\_] *Term Bonds.* The [\_\_\_\_] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The Issuer shall redeem on September 1 in each year, the following principal amounts of such [\_\_\_\_] Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$	20__*

\_\_\_\_\_  
\*Final Maturity]

[(b)] 20\_\_ *Term Bonds.* The 20\_\_ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements hereinafter set forth a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The Issuer shall redeem on September 1 in each year, the following principal amounts of such 20\_\_ Term Bonds:

<b><u>Principal Amount</u></b>	<b><u>Year</u></b>
\$	20__*

\_\_\_\_\_  
\*Final Maturity]

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**EXHIBIT A-2**

**\$11,995,000\***  
**RENO COUNTY, KANSAS**  
**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**  
**SERIES 2021**

**ISSUE PRICE DETERMINATION**

**GENERAL RULE MATURITIES**  
**MATURITIES FOR WHICH 10% SOLD AS OF THE DATE OF THE**  
**BOND PURCHASE AGREEMENT**

**[SERIAL BONDS**

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>	<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>
	\$	%	%		\$	%	%

**[TERM BONDS**

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>
	\$	%	%
20__			]

**HOLD-THE-OFFERING-PRICE MATURITIES**  
**MATURITIES FOR WHICH 10% NOT SOLD AS OF THE DATE OF THE**  
**BOND PURCHASE AGREEMENT**

**[SERIAL BONDS**

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>	<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>
	\$	%	%		\$	%	%

**[TERM BONDS**

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Sale Price</u>
20__			]

**EXHIBIT A-3**

**FORM OF ISSUE PRICE CERTIFICATE**

**\$11,995,000\***  
**RENO COUNTY, KANSAS**  
**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**  
**SERIES 2021**

This Receipt and Representation (the "Certificate") is being delivered by Raymond James & Associates, Inc., Kansas City, Missouri (the "Purchaser") in connection with the issuance of the above-described bonds (the "Bonds"), being issued on the date of this Receipt by the Reno County, Kansas (the "Issuer"). Based on its records and information available to the undersigned which the undersigned believes to be correct, the Purchaser represents as follows:

**1. Authorized Representative.** The undersigned is the duly authorized representative of the Purchaser.

**2. Receipt for Bonds.** The Purchaser acknowledges receipt by the Depository Trust Company on behalf of the Purchaser on the Issue Date of the Bonds consisting of fully registered "book-entry-only" bonds in Authorized Denominations in a form acceptable to the Purchaser.

**3. Issue Price.**

(a) **Public Offering.** On or before the sale date of the Bonds (February 8, 2021) the Purchaser offered all the Bonds to the Public in a *bona fide* initial offering at the initial public offering prices set forth on **Schedule 1** attached to this Certificate (the "Initial Offering Prices"). Included in **Schedule 1-A** is a copy of the pricing wire or similar communication used by the Purchaser in connection with the initial offering of the Bonds to the public at the Initial Offering Prices.

(b) **General Rule Maturities.** As of the date of this Certificate, for each Maturity of the Bonds listed on **Schedule 2** as the "General Rule Maturities," the price or prices at which the first 10% of each such General Rule Maturity was sold to the Public is the respective price listed in **Schedule 2**. All of the Bonds comprising the first 10% of sales for each General Rule Maturity were sold at the same price. **Schedule 2-A** contains documentation of the price, date, time and amount of individual sales that comprise 10% of such General Rule Maturity.

(c) **Hold-the-Offering Prices.** For each Maturity listed on **Schedule 2** as the "Hold-the-Offering-Price Maturities" in the Bond Purchase Agreement the Purchaser has agreed in writing that (i) it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"), and (ii) any selling group agreement contains the agreement of each dealer who is a member of the selling group, and any retail distribution agreement contains the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule. Pursuant to such agreement, the Purchaser has not offered or sold any Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

(d) **Defined Terms.**

(i) The term “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(ii) The term “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(iv) The term “Holding Period” means the period starting on the sale date of the Bonds and ending on the earlier of (A) the close of the fifth business day after such sale date October 20, 2020), or (B) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

**4. Compliance with Bond Purchase Agreement.** The Purchaser acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to it pursuant to the Bond Purchase Agreement on the date of the delivery of and payment for the Bonds (except to the extent the Purchaser has waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof

**5. Reliance.** The representations set forth in this Certificate are limited to factual matters only. The Issuer may rely on the statements made herein in connection with making the representations set forth in the Federal Tax Certificate to which this Certificate is attached and in its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (the “Code”). Gilmore & Bell, P.C., Bond Counsel, may also rely on this Issue Price Certificate for purposes of its opinion regarding the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law. Accordingly, the Purchaser makes no representation as to the legal sufficiency of the factual matters set forth herein.

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Dated: February 25, 2021.

**RAYMOND JAMES & ASSOCIATES, INC.**  
**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 1**

**INITIAL OFFERING PRICES**

**[SERIAL BONDS]**

<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Initial Offering Price</u></b>	<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Initial Offering Price</u></b>
2021	\$135,000	_____%	_____%	2029	\$650,000	_____%	_____%
2022	920,000	_____%	_____%	2030	670,000	_____%	_____%
2023	1,040,000	_____%	_____%	2031	700,000	_____%	_____%
2024	1,085,000	_____%	_____%	2032	725,000	_____%	_____%
2025	1,120,000	_____%	_____%	2033	755,000	_____%	_____%
2026	575,000	_____%	_____%	2034	775,000	_____%	_____%
2027	600,000	_____%	_____%	2035	800,000	_____%	_____%
2028	620,000	_____%	_____%	2036	825,000	_____%	_____%

**[TERM BONDS]**

<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Initial Offering Price</u></b>
	\$	%	%

20\_\_

*SCHEDULE 1-A*

**PRICING WIRE DOCUMENTATION**

**SCHEDULE 2**

**GENERAL RULE MATURITIES  
MATURITIES FOR WHICH 10% SOLD AS OF THE DATE OF THE  
BOND PURCHASE AGREEMENT**

**[SERIAL BONDS**

<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Sale Price</u></b>	<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Sale Price</u></b>
	\$	%	%		\$	%	%

**[TERM BONDS**

<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Sale Price</u></b>
	\$	%	%
20__			]

**HOLD-THE-OFFERING-PRICE MATURITIES  
MATURITIES FOR WHICH 10% NOT SOLD AS OF THE DATE OF THE  
BOND PURCHASE AGREEMENT**

**[SERIAL BONDS**

<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Sale Price</u></b>	<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Sale Price</u></b>
	\$	%	%		\$	%	%

**[TERM BONDS**

<b><u>Stated Maturity September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>	<b><u>Sale Price</u></b>
	\$	%	%
20__			]

*SCHEDULE 2-A*  
**PRICING DOCUMENTATION**

**EXHIBIT B**

**FORM OF BOND COUNSEL OPINION**

**GILMORE & BELL, P.C.**  
**Attorneys at Law**  
**100 N. Main Suite 800**  
**Wichita, Kansas 67202**

[February 25, 2021]

Governing Body  
Reno County, Kansas

Raymond James & Associates, Inc.  
Kansas City, Missouri

Re: \$11,995,000\* General Obligation Refunding and Improvement Bonds,  
Series 2021, of Reno County, Kansas, Dated February 25, 2021

We have acted as Bond Counsel in connection with the issuance by Reno County, Kansas (the “Issuer”), of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer authorizing the issuance and prescribing the details of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

**1.** The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

**2.** The Bonds are payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

**3.** The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have **not** been designated

as “qualified tax-exempt obligations” for purposes of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

**GILMORE & BELL, P.C.**

**TRANSCRIPT OF PROCEEDINGS**

**AUTHORIZING THE ISSUANCE**

**OF**

**\$11,995,000\***

**RENO COUNTY, KANSAS**

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021**

**DATED FEBRUARY 25, 2021**

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**Legal Opinion**

**Gilmore & Bell, P.C.  
Wichita, Kansas**



**RENO COUNTY, KANSAS**

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021**

**DATED FEBRUARY 25, 2021**

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**CLOSING LIST**

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The transcript of proceedings will be prepared in electronic format unless otherwise noted, for the above referenced issue (the “Bonds”), and distributed as follows:

1. Reno County, Kansas (the “Issuer”)
2. Attorney General of the State of Kansas
3. State Treasurer, Topeka, Kansas (the “Paying Agent”)
4. Raymond James & Associates, Inc., Kansas City, Missouri (the “Original Purchaser”)
5. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document  
Number

**PROCEEDINGS AUTHORIZING THE IMPROVEMENTS**

1. **Bridge Improvements**
  - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2019-20 and Excerpt of Minutes of the governing body meeting evidencing adoption of amending Resolution No. 2020-08
  - Resolution No. 2019-20 authorizing bridge improvements and Resolution No. 2020-08 amending Resolution No. 2019-20
2. **Courthouse Improvements**
  - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2020-30
  - Resolution No. 2020-30 calling authorizing courthouse improvements
  - Affidavit of Publication of Resolution No. 2020-30
3. **Refuse Disposal Improvements**
  - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2020-31
  - Resolution No. 2020-31 authorizing refuse disposal improvements
  - Affidavit of Publication of Notice of Intent
  - Certificate of No Protest

**PROCEEDINGS AUTHORIZING THE SALE  
AND ISSUANCE OF THE BONDS**

4. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 2021-04
5. Resolution No. 2021-04 authorizing the offering for sale of the Bonds
6. Preliminary Official Statement and Certificate Deeming Preliminary Official Statement Final
7. Official Statement
8. Bond Purchase Agreement
9. Continuing Disclosure Undertaking
10. Excerpt of Minutes evidencing adoption of Resolution No. [\_\_\_\_\_]
11. Resolution No. [\_\_\_\_\_] authorizing the issuance of the Bonds and prescribing the form and details of the Bonds
12. Resolution authorizing Refunded Bonds
13. Refunded Bonds and Refunded Notes Redemption Documents
  - Call for Redemption
  - Notice of Call for Redemption
  - Paying Agent's Certification
  - Event Notice Pursuant to SEC Rule 15c2-12(b)(5)(C)

**CLOSING DOCUMENTS**

14. Transcript Certificate
  - Exhibit A* – Statement of Costs
  - Exhibit B* – Schedule of Outstanding General Obligation Indebtedness
15. Uniform Facsimile of Signature Certificate
16. Authorization of State Treasurer to use facsimile signature and seal
17. Specimen Bond and Bond Printer's Certificate
18. Agreement Between Issuer and Agent
19. DTC Documents
  - Blanket Letter of Representations
  - Underwriting Safekeeping Agreement
20. Rating Letter
  - Moody's

21. Closing Certificate
22. Federal Tax Certificate with attachments as follows:
  - Exhibit A* – Internal Revenue Service Form 8038-G and evidence of filing
  - Exhibit B* – Receipt for Purchase Price
  - Exhibit C* – Receipt and Representation
  - Exhibit D* – Description of Property Comprising the Financed Improvements[ and List of Reimbursement Expenditures]
  - Exhibit E* – Sample Annual Compliance Checklist
  - Exhibit F* – Sample Final Written Allocation
  - Exhibit G* – Allocation of Sources and Uses
  - Schedule I* – Debt Service Schedule & Proof of Yield

### **LEGAL OPINIONS**

23. Approving legal opinion of Gilmore & Bell, P.C.
24. Approval letter of Attorney General

### **MISCELLANEOUS DOCUMENTS**

25. Closing Letter

\* \* \* \* \*

**TRANSCRIPT CERTIFICATE**

**\$11,995,000\***  
**RENO COUNTY, KANSAS**  
**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**  
**SERIES 2021**  
**DATED FEBRUARY 25, 2021**

The undersigned Chairman and Clerk of Reno County, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the “Bonds”); and do hereby certify as of February 9, 2021, as follows:

**1. Meaning of Words and Terms.** Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the hereinafter defined Bond Resolution authorizing the Bonds.

**2. Organization.** The Issuer is a legally constituted political subdivision organized and existing under the laws of the State of Kansas.

**3. Transcript of Proceedings.** The transcript of proceedings (the “Transcript”) relating to the authorization and issuance of the Bonds is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript, and the facts stated in the Transcript still exist. In each and every instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk.

**4. Newspaper.** The *Hutchinson News* was the official newspaper of the Issuer at all times during these proceedings.

**5. Meetings.** All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcript were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the rules of the Issuer.

**6. Incumbency of Officers.** The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Ron Hirst	Chairman	01/2021 to 01/2025
	Commissioner	01/2017 to 01/2021
Ron Sellers	Chairman	10/2020 to 01/2021
	Commissioner	01/2019 to 01/2023
Daniel Friesen	Commissioner	01/2021 to 01/2025
Mark Steffen	Commissioner	11/2020 to 01/2021
Bob Bush	Chairman	01/2019 to 10/2020
	Commissioner	01/2017 to 10/2020

Donna Patton  
Brenda Kowitz

Clerk  
Treasurer

N/A  
N/A

**7. Execution of Bonds.** The Bonds have been executed with facsimile signatures; and the facsimile signatures appearing on the face of the Bonds are facsimiles of the true and genuine signatures of the Chairman[ and Clerk of the Issuer; which facsimiles are ratified as a proper execution of said Bonds. Each signature has either been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 *et seq* or executed in accordance with K.S.A. 16-1601 *et seq*. A facsimile of the seal of the Issuer is affixed to or imprinted on each of the Bonds and on the reverse side of each of the Bonds at the place where the Clerk has executed by facsimile signature the Certificate of Registration; and each Bond bears a Certificate of Registration evidencing the fact that it has been registered in the office of the Clerk. A true impression of the seal is set forth adjacent to the signature of the Clerk below. The specimen bond included in the Transcript is in the form adopted by the governing body of the Issuer for the Bonds.

**8. Authorization and Purpose of the Bonds.** The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State, including particularly Charter Resolution No. XXV of the Issuer, K.S.A. 19-101 *et seq.*, K.S.A. 68-1103 *et seq.*, K.S.A 19-2658 *et seq.* and K.S.A. 10-427 *et seq.*, as amended, and Resolution No. [\_\_\_\_\_] of the Issuer duly adopted by the Governing Body of the Issuer on February 9, 2021 (the “Bond Resolution”) for the purpose of:

(a) paying costs of certain courthouse, bridge and refuse disposal improvements (the “Improvements”).

(b) retiring on March 1, 2021 the following temporary notes of the Issuer, issued to temporarily finance certain of the Improvements (the “Refunded Notes”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
General Obligation Temporary Notes	2019	December 5, 2019	December 1, 2021	\$6,250,000

(c) refunding the following bonds of the Issuer (the “Refunded Bonds”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Years</i>	<i>Amount</i>
General Obligation Bonds	2010	May 15, 2010	2021 to 2025	\$70,000

The total principal amount of the Bonds does not exceed the cost of the Improvements for which the Bonds are issued. The total principal amount of the Bonds issued to refund the Refunded Bonds does not exceed the aggregate amounts prescribed in K.S.A. 10-427, as amended. A Statement of Cost is attached hereto as **Exhibit A** and made a part hereof by reference as though fully set out herein.

The interest rates on the Bonds on the date of the sale of the Bonds were within the maximum legal limit for interest rates under K.S.A. 10-1009, as amended.

**9. Bonded Indebtedness.** The currently outstanding applicable indebtedness of the Issuer, including the Bonds, does not exceed any applicable constitutional or statutory limitations. A Schedule of Bonded Indebtedness, which sets forth all currently outstanding general obligation indebtedness of the Issuer, is attached hereto as **Exhibit B** and made a part hereof by reference as though fully set out herein.

**10. Valuation.** The total assessed valuation of the taxable tangible property within the Issuer for the year 2020 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property .....	\$615,937,145
Tangible Valuation of Motor Vehicles (2019) .....	65,032,974
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations .....	\$680,970,119

**11. Non-litigation.** There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; or (f) the levy and collection of a tax to pay the principal of and interest on the Bonds.

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**WITNESS** our true and genuine manual signatures and the seal of the Issuer.

---

Chairman

(SEAL)

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Clerk

**EXHIBIT A**

**STATEMENT OF COST**

Re: General Obligation Refunding and Improvement Bonds, Series 2021, Dated February 25, 2021, of Reno County, Kansas

**Sources of Funds:**

Principal Amount of the Bonds	\$11,995,000*.00
[Available funds of the Issuer]	
[Underwriter's Discount/Compensation]	-
[Original Issue Premium]	
[Original Issue Discount]	-
<i>Total</i>	\$

**Uses of Funds:**

Deposit to Improvement Fund - Improvements	\$
Deposit to Improvement Fund – Refunded Notes	
Deposit to Redemption Fund	
[Capitalized Interest]	
Costs of Issuance	
<i>Total</i>	\$



**EXHIBIT B**

**RENO COUNTY, KANSAS**

**SCHEDULE OF OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS  
(as of February 25, 2021)**

**GENERAL OBLIGATION BONDS**

<b>Description of Indebtedness</b>	<b>Date of Indebtedness</b>	<b>Final Maturity</b>	<b>Original Principal Amount</b>	<b>Amount Outstanding</b>
General Obligation Bonds, Series 2010 (Cedar Ridge)*	05/15/2010	09/01/2025	\$165,000	\$0
General Obligation Refunding Bonds, Series 2012	12/18/2012	09/01/2028	5,925,000	2,335,000
General Obligation Bonds, Series 2015	09/10/2015	09/01/2035	260,000	210,000
General Obligation Refunding and Improvement Bonds, Series 2021**	02/25/2021	09/01/2036	11,995,000*	11,995,000*
	<b>Total</b>			<b><u>\$14,540,000</u></b>

\*To be refunded by Series 2021 as of March 1, 2021

\*\*This issue

**TEMPORARY NOTES**

<b>Description of Indebtedness</b>	<b>Date of Indebtedness</b>	<b>Final Maturity</b>	<b>Original Principal Amount</b>	<b>Amount Outstanding</b>
Taxable General Obligation Temporary Notes, Series 2017-2	03/16/2017	\$662,000	\$662,000	\$167,225
General Obligation Temporary Notes, Series 2019***	12/05/2019	<u>6,250,000</u>	<u>6,250,000</u>	<u>0</u>
	<b>Total</b>			<b><u>\$167,225</u></b>

\*\*\*To be retired as of March 1, 2021 by Series 2021

**CERTIFICATE OF MANUAL SIGNATURE  
OF THE CHAIRMAN OF RENO COUNTY, KANSAS**

**IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF KANSAS**

STATE OF KANSAS    )  
  ) SS.  
COUNTY OF RENO                                        )

I, the undersigned, **Ron Hirst**, being duly sworn on oath certify that I am the duly qualified **Chairman** of Reno County, Kansas, and that the signature appearing below is my signature and I file herewith this certificate pursuant to K.S.A. 75-4001 to 75-4007, inclusive.

\_\_\_\_\_

Ron Hirst

Subscribed and sworn to before me as of February \_\_, 2021.

\_\_\_\_\_

Notary Public in and for said County and State

(SEAL)

My commission expires: \_\_\_\_\_.

**AGREEMENT BETWEEN ISSUER AND AGENT**

**\$11,995,000\***  
**RENO COUNTY, KANSAS**  
**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**  
**SERIES 2021**  
**DATED FEBRUARY 25, 2021**

**THIS AGREEMENT**, dated as of February 25, 2021, between Reno County, Kansas, a political subdivision (the “Issuer”), and the State Treasurer of Kansas, as Agent (the “Agent”).

**WHEREAS**, for its lawful purposes, the Issuer has duly authorized the issue of the above-captioned bonds (the “Securities”), and the Issuer wishes the Agent to act as its Paying Agent, Bond Registrar, and Transfer Agent for the Securities:

Now, therefore, it is hereby agreed as follows:

**I. APPOINTMENT**

Issuer hereby appoints or has heretofore appointed the State Treasurer of Kansas to act as Paying Agent, Bond Registrar and Transfer Agent for the Securities. The State Treasurer of Kansas hereby accepts its appointment as the Paying Agent, Bond Registrar and Transfer Agent.

**II. BASIC DUTIES**

- A. Issuer or its duly authorized representative agrees to furnish Agent the name(s) and address(es) of the initial registered owner(s) of the Securities together with such registered owners' tax identification (social security) number(s), the maturity date(s), denomination(s) and interest rate(s) for each Security.
- B. Agent shall manually authenticate the originally issued Securities upon the written order of one or more authorized officers of Issuer. Thereafter, Agent shall manually authenticate all Securities resulting from transfer or exchange of Securities.
- C. Agent shall maintain an office in the City of Topeka, Kansas, where Securities may be presented for registration, transfer and exchange; and shall also maintain an office in the City of Topeka, Kansas, where Securities may be presented for payment. Agent shall keep a register of the Securities and their transfer and exchange.
- D. Agent may rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. Agent need not investigate any fact or matter stated in the document. Agent undertakes to perform such duties and only such duties set forth in K.S.A. 10-620 *et seq.*, except as specifically provided in this Agreement.
- E. Agent shall notify the owners of the Securities upon default in payment of principal or interest on the Securities and the Agent shall have no duties or responsibilities thereafter.

### **III. COMPENSATION**

- A. Issuer covenants and agrees to pay to Agent, as reasonable compensation for the services provided as Agent, an initial setup fee of \$300, a registration fee of \$30, plus a fee of \$4,000.00, which is based on "Book-entry Only" Securities.

This amount will be due at the time of registration unless such fee is to be paid from the proceeds of the bond issue in which case Issuer agrees to pay such fee within two (2) business days of the closing of the bond issue. In addition to the aforementioned fee, Issuer covenants and agrees to pay to Agent the fee as stated and required by K.S.A. 10-505 for performing the duties of paying the principal of the Securities.

### **IV. STANDARD OF PERFORMANCE**

Issuer shall provide, or shall cause to be provided to Agent, a designation of whether its Securities are to be issued in certificated or uncertificated form, or both.

A. ***STATEMENTS OF OWNERSHIP***

Agent agrees to provide Statements of Ownership to the owner of uncertificated Securities. Such Statements shall be in accordance with the standards set forth by the Attorney General. All Statements shall be issued in the denominations of \$1,000 or \$5,000 or integral multiples thereof except for one additional Security in another denomination, which additional Security shall mature in the initial maturity year of the series of the Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Agent shall at all times maintain an adequate supply of Statements of Ownership for any anticipated transfers or exchanges of the Statements.

B. ***CERTIFICATED SECURITIES***

All certificated Securities issued by Issuer under this Agreement shall be in accordance with the standards set forth by the Attorney General and unless otherwise authorized by Agent, the principal thereof shall be payable only upon surrender of the Security to Agent. All certificates shall be issued in the denomination of \$1,000 or \$5,000 or integral multiples thereof except one authorized Security in another denomination which additional Security shall mature in the initial maturity year of the series of Securities. Interest is computed on the basis of \$1,000 or \$5,000 units and in all transactions involving the payment of interest, fractions of a cent equaling or exceeding five mills shall be regarded as one cent; fractions of a cent less than five mills shall be disregarded. Issuer shall at Issuer's cost provide Agent with an adequate supply of certificates for any anticipated transfers or exchanges of the certificates. Issuer shall be responsible for the payment of the printing or other expenses for such certificates. Issuer shall be responsible for obtaining appropriate "CUSIP" number(s) and shall notify Agent of each number(s) prior to the issuance of the applicable Securities.

C. ***INTEREST CALCULATIONS***

Agent shall calculate interest on the basis of \$1,000 and \$5,000 units, or in the case of one odd denomination, calculate the unit separately. Each intermediate unit calculation is first

determined, then rounded to the sixth decimal position; i.e. whenever the seventh decimal place is equal to or greater than five the sixth decimal place is increased by one. The final per unit calculation is subsequently rounded to two decimal positions. (See Attachment "A" for sample calculation.)

**D. SURRENDER**

Securities surrendered for payment, cancellation or partial redemption shall be cancelled by Agent and returned to Issuer in accordance with K.S.A. 10-111.

**E. TRANSFERS AND EXCHANGES**

1. When Securities are presented to Agent for transfer or exchange, Agent shall so transfer or exchange such Securities if the requirements of Section 8-401(1) of the Uniform Commercial Code are met.
2. In accordance with the authorizing Resolution or Ordinance of the Issuer (the "Bond Resolution"), payments of interest shall be made to the owner of record of each Security as of the close of business on the fifteenth day of the month preceding each interest payment date. The Agent shall make such payments to the record owner of each Security as set forth on the registration books maintained by Agent as of such date.
3. Agent shall not be required to transfer or exchange any Security during a period beginning on the day following the fifteenth day of the month preceding any interest payment date for such Securities and ending at the close of business on the interest payment date, or to transfer or exchange any Security selected or called for redemption in whole or in part subsequent to the date notice of such redemption is given in accordance with the Bond Resolution authorizing the Securities.

**F. REGISTRATION DATES AND FUNDS FOR PAYMENTS**

Date of Registration shall be affixed on the initial Securities. Subsequent transfers or exchanges shall bear a Date of Registration as of the date that all the required documentation is received at the Agent's official place of business. Issuer will provide funds to make any interest or principal payments in accordance with K.S.A. 10-130 and amendments thereto. Agent is hereby authorized to effect any semiannual payment of interest or any principal by charging the Issuer's Fiscal Agency account with Agent.

**G. REPLACEMENT OF SECURITIES**

If the owner of a Security claims that a Security has been lost, destroyed or wrongfully taken, Issuer shall issue and Agent shall authenticate a replacement Security if the requirements of Section 8-405 of the Uniform Commercial Code are met. Only Agent shall perform this function. An indemnity bond and affidavit of loss shall be provided to Agent and Issuer at the expense of the owner of the Security. Such indemnity bond and affidavit of loss must be sufficient in the judgment of Issuer and Agent to protect Issuer and Agent from any loss which any of them may suffer if the Security is replaced. Issuer may charge the Security owner for its expenses in the replacement of a Security.

H. **REDEMPTIONS**

**Optional Redemption.** If any Securities are to be redeemed pursuant to an optional redemption in accordance with their terms, Issuer agrees to give Agent at least fifteen (15) days written notice thereof prior to the notice to be given the Security owners. If there is no provision for notice to the Security owners, Issuer agrees to give at least thirty (30) days written notice to Agent.

[**Mandatory Redemption.** If any Securities are subject to mandatory redemption in accordance with their terms of the Bond Resolution, no additional notice is required to be given to the Agent to exercise the mandatory redemption. The Agent will provide notice of such redemption utilizing substantially the form of Notice of Mandatory Redemption attached hereto as **Appendix I.**]

**Notice of Redemption.** Agent shall then notify, by ordinary mail, the owner of such Securities to be so redeemed. Agent shall select the Securities to be so redeemed. Agent shall not be required to exchange or register a transfer of any Security for a period of fifteen (15) days preceding the date notice is to be provided to the Security owners for the purpose of selecting Securities on a partial redemption. Further, in the event notice is given to Agent for a complete redemption of the Issue according to the terms of the Bond Resolution, Agent shall not be required to transfer or exchange any Security beginning on the day following the 15th day preceding the date set for redemption.

I. **MISCELLANEOUS**

BEO-Agent hereby acknowledges receipt of numbered Securities of Issuer (in a number equal to one Security for each maturity) for registration and exchange, and shall safeguard any “blank” Securities held for purpose of exchange or transfer.

J. **REPORTS**

Agent shall provide Issuer an annual report of the activity with respect to the issuance of Securities upon written request of Issuer.

K. **CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Kansas and also the Bond Resolution authorizing the issuance of the Securities.

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**RENO COUNTY, KANSAS**

(SEAL)

By \_\_\_\_\_  
Chairman

ATTEST:

By \_\_\_\_\_  
Clerk

**OFFICE OF THE TREASURER  
OF THE STATE OF KANSAS**

(SEAL)

By \_\_\_\_\_  
Director of Fiscal Services

*ATTACHMENT "A"*

SAMPLE

$$\begin{array}{r} \$5,000.00000 \dots\dots\dots \text{Bond Unit} \\ \times \quad \underline{.06875 \dots\dots\dots \text{Interest Rate}} \\ = \quad 343.750000 \quad \text{Rounded to six decimal places} \\ \\ / \quad \underline{360 \dots\dots\dots \text{Days per year}} \\ = \quad .954861 \quad \text{Rounded to six decimal places} \\ \\ \times \quad \underline{180 \dots\dots\dots \text{Day in interest period}} \\ = \quad 171.874980 \quad (\text{Rounded to second decimal} = \$171.87) \end{array}$$

Unit interest is then multiplied by the number of units in the maturity.



[APPENDIX I

NOTICE OF CALL FOR MANDATORY REDEMPTION  
TO THE OWNERS OF  
RENO COUNTY, KANSAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021, DATED FEBRUARY 25, 2021

Notice is hereby given that pursuant to the provisions of *Article III* of Resolution No. [\_\_\_\_\_] (the “Bond Resolution”) of Reno County, Kansas (the “Issuer”) that a portion of the above-mentioned bonds (the “Bonds”) scheduled to mature [on September 1,][in] [2036][\_\_\_\_\_] [\_\_\_\_\_] (the “Called Bonds”), have been called for mandatory redemption and payment on September 1, [\_\_\_\_\_] (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas (the “Bond Registrar and Paying Agent”).

<u>[Nos.]</u>	<u>Maturity Date</u> <u>(September 1)</u> [_____] 2036	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
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On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Bonds issued in denominations of greater than \$5,000 may be subject to partial redemption. In such event, a new certificate or certificates will be issued to the Owner in the principal amount to remain Outstanding. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

**RENO COUNTY, KANSAS**

By \_\_\_\_\_  
Treasurer of the State of Kansas,  
Topeka, Kansas]

**UNDERWRITING SAFEKEEPING AGREEMENT  
BY AND BETWEEN  
DEPOSITORY TRUST COMPANY  
AND  
RENO COUNTY, KANSAS  
AND  
THE OFFICE OF THE KANSAS STATE TREASURER**

**\$11,995,000\*  
RENO COUNTY, KANSAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2021  
DATED FEBRUARY 25, 2021**

In order to induce the Depository Trust Company (the "DTC") to accept delivery of the above captioned bonds (the "Bonds") for safekeeping prior to the delivery of the Bonds on February 25, 2021 (the "Closing Date"), Reno County, Kansas (the "Issuer"), and the Treasurer of the State of Kansas (the "Agent") hereby agree to place the entire principal amount of the Bonds, in the custody, control and possession of DTC at least one day prior to the Closing Date. The Issuer further agrees that by copy of this letter appropriately executed, it will notify DTC to follow the instructions of Raymond James & Associates, Inc., Kansas City, Missouri, as the Underwriter (the "Underwriter") in distributing the Bonds.

By executing this agreement in the appropriate place DTC acknowledges upon receipt from the Agent of possession, custody and control of the Bonds, and agrees to safekeep and hold in escrow the Bonds until it shall have received notification from one of the following authorized representatives of the Issuer to release or return the Bonds: Donna Patton, Clerk, or Gilmore & Bell, P.C., Bond Counsel. Notification may be made by telephone or by receipt of an executed notice, delivered or telecopied to DTC; provided, however, that if the notification is made by telephone, written notice must be sent within 24 hours of the original notification. In the event the Issuer executes the release of the Bonds, DTC will distribute the Bonds pursuant to written instructions provided by the Underwriter; however, in the event a demand for the return of the Bonds is received, DTC shall return the Bonds as soon as practicable, but in any event, no later than the following business day.

DTC agrees to hold the Issuer and the Agent, as their interests may appear, and any of their officers or employees, harmless from any liability, loss, damage or reasonable expense in connection with the loss, theft, destruction or other disappearance of the Bonds while they are in the possession, custody or control of DTC, prior to concluding the Closing with respect to the Bonds and prior to distributing the Bonds in accordance with the instructions furnished by the Underwriter.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**RENO COUNTY, KANSAS**

Dated: February 9, 2021

By: \_\_\_\_\_  
Clerk

**OFFICE OF THE TREASURER OF  
THE STATE OF KANSAS, As Agent**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Director of Fiscal Services

**DEPOSITORY TRUST COMPANY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

DTC hereby acknowledges receipt from  
the Agent of custody, control  
and possession of the Bonds.

Dated: \_\_\_\_\_.

**DEPOSITORY TRUST COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Re: General Obligation Refunding and Improvement Bonds, Series 2021, dated February 25, 2021, of  
Reno County, Kansas

Dated: February 25, 2021.

The formal Closing of the above-referenced  
Bonds has occurred, and DTC is hereby  
authorized to distribute the Bonds as  
previously agreed:

By: \_\_\_\_\_  
GILMORE & BELL, P.C.,  
as Bond Counsel for the Issuer

The Closing of the above-referenced Bonds  
did not occur and DTC is requested to  
return the Bonds to the custody, control  
and possession of the Agent:

By: \_\_\_\_\_  
GILMORE & BELL, P.C.,  
as Bond Counsel for the Issuer

**CLOSING CERTIFICATE**

**\$11,995,000\***

**RENO COUNTY, KANSAS**

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**

**SERIES 2021**

**DATED FEBRUARY 25, 2021**

The undersigned Chairman and Clerk of Reno County, Kansas (the "Issuer"), make this Certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the issuance of the above described bonds (the "Bonds"); and certify as of February 25, 2021 (the "Issue Date"), as follows:

**1. Meaning of Words and Terms.** Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the Bond Resolution (defined below) authorizing the Bonds.

**2. Transcript of Proceedings.** The transcript of proceedings relating to the authorization and issuance of the Bonds (the "Transcript"), furnished to the Purchaser of the Bonds, is to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcript; and the facts stated in the Transcript still exist. In each instance where copies appear in the Transcript, such copies are true and correct duplicates of the original instruments now on file with the Clerk. All certifications made by the Issuer in the Transcript Certificate dated February 9, 2021 are true and correct as of this date and are incorporated in this Certificate by reference.

**3. Authorization and Purpose of the Bonds.** The Issuer is issuing and delivering the Bonds simultaneously with the delivery of this Certificate, pursuant to and in full compliance with the Constitution and statutes of the State, including particularly K.S.A. Charter Resolution No. XXV of the Issuer, K.S.A. 19-101 *et seq.*, K.S.A. 68-1103 *et seq.*, K.S.A. 19-2658 *et seq.* and K.S.A. 10-427 *et seq.*, as amended, and Resolution No. [\_\_\_\_\_] of the Issuer duly adopted by the Governing Body of the Issuer on February 9, 2021 (the "Bond Resolution") for the purpose of:

(a) paying costs of certain courthouse, bridge and refuse disposal improvements (the "Improvements").

(b) retiring on March 1, 2021 the following temporary notes of the Issuer, issued to temporarily finance the Improvements (the "Refunded Notes"):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Maturity Dates</i>	<i>Amount</i>
General Obligation Temporary Notes	2019	December 5, 2019	December 1, 2021	\$6,250,000

(c) refunding the following bonds of the Issuer (the "Refunded Bonds"):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Years</i>	<i>Amount</i>
General Obligation Bonds	2010	May 15, 2010	2021 to 2025	\$70,000

The purpose of the refunding is to achieve interest cost savings through early redemption of the Refunded Bonds, and to provide an orderly plan of finance for the Issuer.

**4. Security for the Bonds.** The Bonds are general obligations of the Issuer payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are pledged under the Bond Resolution to the payment of the principal of and interest on the Bonds. In the Bond Resolution, the governing body of the Issuer has covenanted to annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

**5. Sale of Bonds.** The Bonds have been sold at rates not in excess of the limitations set forth in K.S.A. 10-1009.

**6. Official Statement.** The Official Statement contained in the Transcript constitutes a full, true and correct copy of the Official Statement relating to the Bonds. To the best of our knowledge, the Official Statement, other than the sections entitled "The Depository Trust Company," "Rating," "Legal Matters," "Tax Matters," and *Appendices B and C*, about which the Issuer expresses no opinion, is true in all material respects, and does not contain any untrue statement of a material fact or does not omit to state a material fact, necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of this date there has been no material adverse change in the financial condition or the financial affairs of the Issuer since the date of the Official Statement. No other event has occurred which is necessary to be disclosed in the Official Statement in order to make the statements therein not misleading in any material respect as of the date of this Certificate. The Issuer has previously caused to be delivered to the Purchaser copies of the Official Statement.

**7. Continuing Disclosure Undertaking.** The Issuer has heretofore executed a Continuing Disclosure Undertaking (the "Disclosure Undertaking"), wherein the Issuer has covenanted to disseminate such information as is required in accordance with the provisions of the SEC Rule and the Disclosure Undertaking. In the Bond Resolution, the Issuer has covenanted to apply the provisions of the Disclosure Undertaking to the Bonds. A copy of the Disclosure Undertaking is contained in the Transcript.

**8. Non-Litigation.** There is no controversy, action, suit, proceeding, or to the best of our knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the best of our knowledge, threatened against or affecting the Issuer, its officers or its property, or, to the best of our knowledge, any basis therefor questioning, disputing or affecting in any way: (a) the legal organization of the Issuer or its boundaries; (b) the right or title of any of its officers to their respective offices; (c) the legality of any official act shown to have been done in the Transcript; (d) the constitutionality or validity of the indebtedness represented by the Bonds shown to be authorized in the Transcript; (e) the validity of the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof; (f) the levy and collection of an ad valorem property tax to pay the principal of and interest on the Bonds; or (g) the federal or state tax-exempt status of the interest on the Bonds; wherein any unfavorable decision, ruling or finding would adversely affect the Issuer, the transactions contemplated by the Bond Purchase Agreement, or by the Bond Resolution or the Official Statement, or the validity or enforceability of the Bonds or the Bond Purchase Agreement, which are not disclosed in the final Official Statement.

**9. Representations and Warranties Required by the Bond Purchase Agreement.** The Issuer has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Bond Purchase Agreement and each of the Issuer's representations and warranties contained in the Bond Purchase Agreement are true as of the Issue Date.

**WITNESS** our hands and the seal of the Issuer.

Signature

Official Title

\_\_\_\_\_

Chairman

(SEAL)

\_\_\_\_\_

Clerk



[FORM OF BOND COUNSEL OPINION]

**GILMORE & BELL, P.C.**  
**Attorneys at Law**  
**100 N. Main Suite 800**  
**Wichita, Kansas 67202**

[February 25, 2021]

Governing Body  
Reno County, Kansas

Raymond James & Associates, Inc.  
Kansas City, Missouri

Re: \$11,995,000\* General Obligation Refunding and Improvement Bonds,  
Series 2021, of Reno County, Kansas, Dated February 25, 2021

We have acted as Bond Counsel in connection with the issuance by Reno County, Kansas (the “Issuer”), of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the Issuer authorizing the issuance and prescribing the details of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

**1.** The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

**2.** The Bonds are payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

**3.** The interest on the Bonds [(including any original issue discount properly allocable to an owner of a Bond)] is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with

certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have **not** been designated as “qualified tax-exempt obligations” for purposes of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

**GILMORE & BELL, P.C.**

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**CONTINUING DISCLOSURE UNDERTAKING**

**DATED AS OF FEBRUARY 25, 2021**

**BY**

**RENO COUNTY, KANSAS**

---

**\$11,995,000\***

**RENO COUNTY, KANSAS**

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS**

**SERIES 2021**

**DATED FEBRUARY 25, 2021**

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## CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of February 25, 2021 (the “Continuing Disclosure Undertaking”), is executed and delivered by **RENO COUNTY, KANSAS** (the “Issuer”).

### RECITALS

**1.** This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of its General Obligation Refunding and Improvement Bonds, Series 2021 (the “Bonds”), pursuant to a Resolution adopted by the governing body of the Issuer (the “Bond Resolution”).

**2.** The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”). The Issuer is the only “obligated person” with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the Issuer pursuant to, and as described in, **Section 2** of this Continuing Disclosure Undertaking, which may include the Issuer's CAFR, so long as the CAFR contains the financial information and operating data described in **Section 2(a)(1)** and **(2)**.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**CAFR**” means the Issuer's Comprehensive Annual Financial Report, if any.

“**Dissemination Agent**” means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

“**Financial Obligation**” means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not

include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

**“Fiscal Year”** means the 12-month period beginning on January 1 and ending on December 31 or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

**“GAAP”** means generally accepted accounting principles, as applied to governmental units, as in effect at the time of the preparation of the financial information described in *Section 2(a)(1)*.

**“Material Events”** means any of the events listed in *Section 3* of this Continuing Disclosure Undertaking.

**“MSRB”** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

**“Participating Underwriter”** means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

## **Section 2. Provision of Annual Reports.**

(a) The Issuer shall, not later than the last day of the eighth month after the end of the Issuer’s Fiscal Year, commencing with the year ending December 31, 2021, file with the MSRB, through EMMA, the following financial information and operating data (the “Annual Report”):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared on a statutory basis of accounting other than GAAP which demonstrates compliance with the State’s “cash-basis” and “budget” laws. The Issuer has received a waiver from GAAP accounting from the State. A more detailed explanation of the accounting basis is contained in the Official Statement relating to the Bonds. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in *Exhibit A*, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the Issuer.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available

by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under *Section 3*, and the Annual Report deadline provided above shall automatically become the last day of the eighth month after the end of the Issuer's new fiscal year.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

**Section 3. Reporting of Material Events.** Not later than 10 Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("Material Events"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in *Section 2(a)*, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this *Section 3*.

**Section 4. Termination of Reporting Obligation.** The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds,

the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under *Section 3*.

**Section 5. Dissemination Agents.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under *Section 3*, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

**Section 8. Default.** If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution or the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

**Section 9. Beneficiaries.** This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 10. Severability.** If any provision in this Continuing Disclosure Undertaking, the Bond Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 11. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 12. Governing Law.** This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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**IN WITNESS WHEREOF**, the Issuer has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

**RENO COUNTY, KANSAS**

(SEAL)

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Chairman

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Clerk

***EXHIBIT A***

**FINANCIAL INFORMATION AND OPERATING DATA  
TO BE INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in tables in the following sections contained in ***Appendix A*** of the final Official Statement relating to the Bonds:

**FINANCIAL INFORMATION**

- Assessed Valuation
- Property Tax Levies and Collections
  - Tax Rates
  - Aggregate Tax Levies
  - Tax Collection Record
  - Major Taxpayers

**DEBT STRUCTURE**

- Current Indebtedness of the Issuer\*
- Lease Obligations\*
- Underlying Indebtedness

\* This Operating Data is also available in the Issuer's financial information portion of its Annual Report.



**AGENDA ITEM**

**INFORMATION:** Notice of Award to Conco, Inc. for the construction of new support facilities at the Reno County Solid Waste Landfill.  
(From and Issue)

**PRESENTED BY:** Megan Davidson, Solid Waste Director

**AGENDA DATE:** February 9, 2021

**BACKGROUND** To extend the life of the Reno County landfill facility and ensure its citizens a future location for convenient and economical waste placement, the scalehouse, resident drop off area, and Household Hazardous Waste operations at the current facility will need to be relocated. New facilities were designed by the team of SCS Engineers and Mann & Company Architects. The new facilities include a scalehouse and customer convenience center. The customer convenience center will serve several purposes including resident household hazardous waste drop-off and “swap shop,” employee break area, water tanker storage and filling, and garage for field trucks. In November 2020, Reno County issued an Invitation to Bid for construction of the new facilities. A total of five general construction contractors provided bids for the project. Conco, Inc was the low bidder and is recommended for award. SCS Engineers will supervise the construction by serving as the Resident Engineer. This project will be funded by a bond for 15 years and has been figured in with the budget on the solid waste’s financial model that is utilized for budgeting for the department.

**ALL OPTIONS**

1. Award the contract with Conco Inc.  
[www.renogov.org/DocumentCenter/View/8448/Landfill-Facilities---Contract](http://www.renogov.org/DocumentCenter/View/8448/Landfill-Facilities---Contract)
2. Approve Scope of Services from SCS Engineers for Resident Engineering
3. Deny the bid/contract from Conco Inc. and SCS Engineers and send out for new bids.

**RECOMMENDATION**

1. Award contract to Conco, Inc. in the amount of \$2,654,700
2. Award SCS Engineers Resident Engineering Services in the amount of \$296,500 and a 10% Contingency in the amount of \$295,120 (the total cost of construction and resident engineering value)

**FISCAL IMPACT**

<b>VENDOR/SERVICE</b>	<b>COST</b>
Conco Inc. – Gen. Construction Contractor	\$ 2,654,700
SCS Engineers – Resident Engineer	\$ 296,500
Sub-Total	\$ 2,951,200
Contingency (10% of the total cost of construction and resident engineering value)	\$ 295,120
Total – Conco, Inc., SCS Engineers, Contingency	\$ 3,246,320
Direct Purchase Reno County – Two Scales (Estimate)	\$ 230,000
Direct Purchase Reno County–Backup Generator (Estimate)	\$ 70,000
<b>Total</b>	<b>\$ 3,546,320</b>

Total estimated project cost for this agenda item is \$3,546,320 which includes Conco’s contract in the amount of \$2,654,700; SCS’ proposal for resident engineering services in the amount of \$296,500; and contingency in the amount of \$295,120 (10% of the construction and resident engineering value). The bid price for construction – including construction oversight and contingency – is within the project funding. Funding is provided by public bond for 15 years. In addition, Reno County will be contracting directly with a scale vendor and a generator vendor for the purchases of two new scales and a backup generator, respectively, for an approximate combined value of \$300,000. This funding will come from the solid waste general funds.

January 21, 2021  
File No. 27220032.30

Ms. Megan Davidson  
Reno County, Kansas  
703 Mohawk Road  
Hutchinson, Kansas 67501

Subject: **Bid Award Recommendation**  
Reno County New Support Facilities Construction  
Reno County Solid Waste Landfill  
Hutchinson, Kansas

Dear Megan:

SCS Engineers has reviewed the bids received for the Reno County New Support Facilities Construction project. All bids included the required documents for bid submittal and all bids were under the Engineer's Estimate. The apparent lowest bid was Conco, Inc. of Wichita, Kansas with a bid of \$2,654,700. Conco, Inc. is a qualified bidder, and therefore, with the lowest bid, SCS recommends awarding the contract to Conco, Inc.

If you have questions or comments, please feel free to contact us at (316) 315-4501.

Sincerely,



Steve Linehan, P.E.  
Senior Project Manager  
SCS Engineers



Monte R. Markley, P.G.  
Vice President/Sr. Project Director  
SCS Engineers

Attachments:

Bid Tabulations



RENO COUNTY, KANSAS

BIDS TABULATED BY KSE

BIDS CHECKED BY SML

BID OPENING DATE January 14, 2021

**RENO COUNTY MUNICIPAL SOLID WASTE LANDFILL FACILITY**

**NEW SUPPORT FACILITIES CONSTRUCTION**

		Conco 3051 N Ohio Wichita, KS 67219	HIEB 507 N Whiteside Hutchinson, KS 67501	Multicon 4715 W Central Wichita, KS 67212	Prairie Land Works 905 N. Vanguard St. McPherson, KS 67460	Wiens & Co. Const. 219 N Whiteside St Hutchinson, KS
	Unit	<b>BASE BID</b>				
<b>0 Base Bid</b>	<b>LS</b>	<b>\$ 2,654,700.00</b>	<b>\$ 2,751,000.00</b>	<b>\$ 2,669,087.00</b>	<b>\$ 2,831,795.00</b>	<b>\$ 2,704,000.00</b>
<b>UNIT PRICES</b>						
1 Drives/Parking Concrete (10", Dowel Jointed, Plain)	SY	\$ 45.00	\$ 48.00	\$ 45.00	\$ 47.00	\$ 55.00
2 Asphalt Entrance	SY	\$ 28.00	\$ 62.30	\$ 46.00	\$ 70.00	\$ 55.00
3 Curbs	LF	\$ 18.00	\$ 25.00	\$ 20.00	\$ 30.00	\$ 30.00
4 Sidewalks (4" Concrete)	SY	\$ 38.00	\$ 38.00	\$ 35.00	\$ 48.00	\$ 45.00
5 Recycled Concrete Aggregate Base (Onsite Source)	CY	\$ 16.00	\$ 17.00	\$ 10.00	\$ 5.00	\$ 15.00
6 Aggregate Base (Offsite Source)	CY	\$ 45.00	\$ 35.00	\$ 44.00	\$ 18.00	\$ 48.00
7 Saw cut	LF	\$ 0.45	\$ 6.00	\$ 1.50	\$ 3.00	\$ 1.00
8 Bollards	EA	\$ 188.00	\$ 400.00	\$ 225.00	\$ 750.00	\$ 350.00
9 Gate (24 ft)	EA	\$ 1,440.00	\$ 1,500.00	\$ 13.43	\$ 800.00	\$ 2,000.00
10 Gate (28 ft)	EA	\$ 1,612.00	\$ 1,650.00	\$ 15.03	\$ 900.00	\$ 2,500.00
11 Fence	LF	\$ 18.50	\$ 19.00	\$ 17.25	\$ 24.00	\$ 30.00
12 Culvert pipe - 18"	LF	\$ 50.45	\$ 70.00	\$ 61.00	\$ 60.00	\$ 38.00
13 Culvert End Section	EA	\$ 1,530.45	\$ 700.00	\$ 785.00	\$ 800.00	\$ 700.00
14 Culvert Headwall	EA	\$ 2,609.39	\$ 2,500.00	\$ 2,800.00	\$ 3,000.00	\$ 2,400.00
15 Culvert Rip Rap (includes geotextile fabric)	SF	\$ 70.11	\$ 15.00	\$ 14.45	\$ 15.00	\$ 10.00
16 6" Water Line	LF	\$ 48.02	\$ 20.00	\$ 20.00	\$ 22.00	\$ 30.00
17 2" Water Line	LF	\$ 39.32	\$ 10.00	\$ 10.00	\$ 11.00	\$ 15.00
18 1" Water Line	LF	\$ 30.74	\$ 10.00	\$ 10.00	\$ 11.00	\$ 15.00
19 Fire Hydrants	EA	\$ 5,868.36	\$ 3,268.00	\$ 3,268.00	\$ 3,500.00	\$ 4,500.00
20 San. Sewer Line	LF	\$ 43.31	\$ 28.00	\$ 28.00	\$ 30.00	\$ 40.00
21 Silt fence, wattles	LF	\$ 2.05	\$ 2.00	\$ 1.50	\$ 2.00	\$ 3.00
22 Parking Blocks	EA	\$ 30.00	\$ 35.00	\$ 45.00	\$ 150.00	\$ 80.00
<b>TOTAL</b>		<b>\$ 2,654,700.00</b>	<b>\$ 2,751,000.00</b>	<b>\$ 2,669,087.00</b>	<b>\$ 2,831,795.00</b>	<b>\$ 2,704,000.00</b>



**Contract with Conco:**

<https://www.renogov.org/DocumentCenter/View/8448/Landfill-Facilities---Contract>

#### 4 NOTICE OF AWARD

Reno County Solid Waste – New Support Facilities Construction

To: Conco, Inc. Contractor

The OWNER, represented by the undersigned, considered your Bid submitted on or before January 14, 2021 for the above Project.

You are hereby notified that your Bid has been accepted in the amount of \$2,654,700.00

You are required by the Notice and Instructions to Bidders to execute the Agreement with the undersigned Owner, and to furnish the required bond or security in the form of a cashier's check, certified check, or bank draft in the sum of one hundred percent (100%) of the proposal amount within seven (7) days from the date of this Notice.

If you fail to execute said Agreement and to furnish said bond or security in the form of a cashier's check, certified check, or bank draft in the sum of one hundred percent (100%) of the proposal amount within seven (7) days from the date of this Notice, said Owner will be entitled to consider your Bid as abandoned, your bid security may be retained as liquidated damages, and will be entitled to award the work covered by your Bid to another or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

Reno County  
Owner

By \_\_\_\_\_

Title Reno County Administrator

**END OF SECTION**



## 5 CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_day of, \_\_\_\_\_  
20\_\_\_ by and between the Board of County Commissioners of Reno County, Kansas  
First Party, hereinafter referred to as the "Owner", and Conco, Inc. Second Party,  
hereinafter referred to as the "Contractor";

WITNESSETH:

ARTICLE 1. It is mutually agreed, that for and in consideration of the sum of \$2,654,700.00 to the Contractor by the Owner. The Contractor shall furnish all labor, equipment, accessories, and material (except material salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the Reno County Solid Waste – New Support Facilities Construction in a good, substantial, and workmanlike manner, ready to use, and in strict accordance with plans and specifications as approved and on file with the Director of Owner.

ARTICLE 2. It is further agreed, that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance to the work, at stated intervals and in the amounts certified by the Director of Owner, in accordance with the provisions of the General Specifications, and as set forth in the Proposal as accepted by Owner.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" as authorized under the Contract in accordance with the provisions of the General Specifications, will be paid the Contractor by the Owner within thirty (30) days after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor, whether a corporation, partnership, or individual, and this Contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

ARTICLE 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the Information for Bidders and General Specifications, and are hereby made a part of this agreement as fully as if set out at length herein.

ARTICLE 6. Owner shall have the right of five (5) days written notice if necessary to require Contractor to suspend the work or any part thereof. Contractor will, however, in such event be entitled to receive full payment for all equipment rental, material delivered, and supervision proportionate to the amount of work completed by him under the Contract, at the prices herein named. Determination of the amount due Contractor in this event will be in the same manner except as to amount, as if the work had been completed. Such final payment shall not include any allowance to Contractor for any anticipated profits that might have accrued from the completion of said work, and Contractor agrees that he will assert no claim for damages against Owner on account thereof.

At any time after Contractor has suspended operations, either in whole or in part, Contractor will resume operations as requested by Owner, and upon receipt of written notice from Owner that Owner desires operations resumed, Contractor shall within ten (10) days resume work upon the Contract and diligently carry on the same.

ARTICLE 7. Contractor assumes all risks of delays occasioned by injunction, lawsuits, or restraining orders and it is distinctly understood that Owner shall be in no manner held responsible for damages or otherwise for delays or suspension of work occasioned by injunction, lawsuits, or restraining orders caused by the default or neglect of Contractor.

ARTICLE 8. Contractor further agrees to hold Owner free and harmless from all loss or damage caused by the neglect of duty or malfeasance of Contractor or their agents or employees in the performance of this Contract.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, in triplicate, all copies of which to all intents and purposes shall be considered as the original.

OWNER, First Party

BOARD OF COUNTY COMMISSIONERS  
OF RENO COUNTY, KANSAS

By

\_\_\_\_\_  
Chairman, Reno County Commission

ATTEST:

\_\_\_\_\_  
Reno County Commissioner

\_\_\_\_\_  
Reno County Commissioner

\_\_\_\_\_  
Reno County Clerk

CONTRACTOR, Second Party

\_\_\_\_\_  
CONCO, INC

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Office or position of signer)

Corporate Seal

**END OF SECTION**

January 29, 2021  
File No. 270037221

Ms. Megan Davidson  
Reno County Solid Waste Department  
703 S. Mohawk Road  
Hutchinson, Kansas 67501

Subject: New Support Facilities Resident Engineering Services  
Reno County Municipal Solid Waste Landfill Facility

Dear Ms. Davidson:

We appreciate the opportunity to provide Reno County Municipal Solid Waste Landfill Facility (Reno County) this proposal for Resident Engineering services during the upcoming construction of the New Support Facilities Project. SCS Engineers has appreciated the opportunity to build a solid professional relationship with Reno County, and we look forward to assisting you as your new facilities are constructed. Our scope of services and cost estimate are summarized below.

#### **Scope of Services and Estimated Fees**

The scope of work for this proposal is to provide Reno County Resident Engineering Services during construction of the New Support Facilities. As the Resident Engineer, SCS will manage the day-to-day activities during construction including: engineering support, coordination and communication, submittal reviews, contractor management/coordination (review of pay applications, requests for information, change order requests, etc.), construction quality assurance (CQA) services, project certification, and other items typical for owners to manage construction projects. These services are further detailed in the attached Scope of Work. The following table provides our cost estimate for performing the services:

<b>Task Description</b>	<b>Task Cost</b>	<b>Payment Terms</b>
Resident Engineering Services	\$296,500	Time & Materials
<b>Total</b>	<b>\$296,500</b>	

SCS Engineers will submit invoices approximately monthly.

#### **Performance**

SCS will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. SCS agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.



Ms. Megan Davidson  
January 29, 2021  
Page 2

**Terms and Conditions**

SCS Engineers appreciates the opportunity to submit this task order to Reno County. If the proposed scope of work presented herein meets your approval, work may begin immediately by signing the attached Terms and Conditions.

We appreciate our continued working relationship with Reno County and look forward to discussing any questions or comments you may have concerning this proposal. Please feel free to contact us at (316) 315-4501.

Sincerely,



Steve Linehan, P.E.  
Senior Project Manager  
SCS Engineer



Monte R. Markley, P.G.  
Vice President/Sr. Project Director  
SCS Engineers

SML/MRM

Attachments: Scope of Work – New Support Facilities Resident Engineering Services  
Standard Fee Schedule  
Terms & Conditions

**Reno County Municipal Solid Waste Landfill Facility**  
**New Support Facilities Resident Engineering Services**  
**Scope of Work**

SCS will serve as the Resident Engineer for the duration of the project construction. Resident Engineering services will consist of general engineering support, coordination and communication, submittal reviews, contractor management/coordination (e.g., review of pay applications, requests for information, change order requests, etc.), construction quality assurance (CQA) services, project certification, and other items typical for owners to manage construction projects. These services are briefly summarized below. SCS anticipates a construction timeline of approximately nine months starting in April. However, prior to construction, SCS and Mann & Co. will coordinate with the General Contractor on schedules, submittals, etc. As-built drawings will be completed following construction. Therefore, the total project timeline is anticipated to be approximately 12 months.

## **1 RESIDENT ENGINEERING SERVICES**

### **1.1 GENERAL ENGINEERING SUPPORT/CONSTRUCTION ADMINISTRATION**

SCS will provide miscellaneous engineering support and construction administration services throughout construction of the new facilities. In general, engineering support will include field determinations by the Resident Engineer for a variety of field applications. However, this may include design revisions as needed to meet the construction means and methods. Design revisions will be coordinated with the General Contractor and Reno County to ensure the revisions are satisfactory to all parties. In general, SCS anticipates construction administration services to include coordination with Reno County, SCS, Mann & Company, General Contractor, and scale vendor. To ensure proper lines of communication, coordination with subcontractors and vendors will only be made through the General Contractor. SCS will advise Reno County of project tracking and any changes such as approved weather delays that may affect the final construction completion date. More detailed construction administration services are discussed within the following sections.

### **1.2 COORDINATION AND COMMUNICATIONS**

SCS will organize a kick-off meeting with Reno County, SCS, Mann & Co., General Contractor, and subcontractors. During the meeting, several items will be laid out for all parties, including: safety, project expectations, lines of communication, inspections, coordination with trades, coordination with inspections, housekeeping, etc. SCS anticipates weekly meetings onsite with the General Contractor's superintendent. As the project moves forward, SCS will apprise Reno County of the General Contractor's workmanship and compliance with the project documents and schedule. As Reno County will be contracting separately with the scale vendor, SCS will assist with the coordination between the General Contractor and the scale vendor.

### **1.3 SUBMITTAL REVIEWS**

Prior to installing or using various products in the construction process, the General Contractor will submit material specs to SCS. The submittals will be reviewed and approved or rejected depending on project design specifications or the Engineer's or Architect's approval. SCS will maintain a log of submittals. Similarly, shop drawings will also be reviewed and approved/rejected as appropriate.

## 1.4 CONTRACTOR MANAGEMENT/COORDINATION

SCS will review contractor's monthly pay applications to ensure requests are proportionate with the work completed. Pay applications shall be sent on the EJCDC form included in the bid documents. Change orders will not be approved until Reno County, Contractor, and SCS agree on the amount of the change order and the resultant time table. SCS will handle contractor's Requests for Information (RFIs) as they are submitted.

## 1.5 CONSTRUCTION QUALITY ASSURANCE

Construction Quality Assurance is needed to ensure the contractors have constructed or installed materials to the correct specification, lines, and/or grades. SCS or Mann & Co. will have a representative onsite for a majority of the construction timeframe to serve as Resident Engineer and CQA technician. Therefore, SCS will coordinate and manage CQA services through that person. We anticipate CQA services for this project to include the following:

- Construction staking
- Soil testing
- Field and laboratory testing of concrete
- Field observation and evaluation of shallow foundations
- Field observation and evaluation of structural steel construction
- Verification of materials delivered and installed
- Conformance with project specs or manufacturer's recommendations
- Documentation of construction activities
- As-built survey

Written documentation as well as pictures of construction activities will be developed. SCS anticipates using PEC Field Services to test concrete, evaluate shallow foundations, and inspect structural steel. Field and lab test reports will be submitted by PEC and will be included with SCS' CQA documentation. SCS will make the CQA documentation available as needed to interested parties.

## 1.6 PROJECT CERTIFICATION

As the construction is nearing completion, SCS will complete a walk-through of the facilities and develop a punch list of items for the General Contractor to complete or repair. Mann & Co., as Architect of Record, will assist with this effort. Once the punch list is developed, a Certificate of Substantial Completion will be issued to the General Contractor. Upon completion of the punch list, the General Contractor will submit a lien release and transfer of utilities and insurance. SCS will then issue a Final Certificate of Completion.

## 2 ESTIMATED FEES

SCS' estimated fees for its Scope of Services detailed above is **\$296,500**. The fees will be on a Time & Materials basis according to the attached 2021 Fee Schedule. The duration of the construction period is highly dependent on the weather and the progress of the General Contractor and his subs; therefore, it is difficult to accurately estimate the cost of the project. Our invoices will be based on the actual number of units performed, charged in accordance with the unit rates shown on the attached fee schedule. If construction is completed in more or less time than assumed, the actual cost for construction administration will increase or decrease accordingly.

**2021 STANDARD FEE SCHEDULE**

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor.....	\$235
Senior Project Director.....	\$210
Project Director .....	\$195
Project Advisor.....	\$180
Senior Project Manager .....	\$165
Project Manager.....	\$150
Senior Project Professional .....	\$135
Project Professional .....	\$120
Staff Professional.....	\$110
Designer/Graphics.....	\$105
Associate Professional.....	\$95
Senior Technician .....	\$80
Technician .....	\$70
Project Administrator .....	\$85
Administrative Assistant .....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

**General Terms:**

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2021. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



**Printing Services**

24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

**Support Vehicles**

Support Vehicle .....	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer.....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost <del>plus 15%</del>

**Per Diem and Travel**

Hotel, Airfare .....	Cost <del>plus 15%</del>
Full-Day Meal Allowance .....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

**Field Equipment and Supplies**

Track-mounted Geoprobe® .....	\$750.00 per day
All Terrain Vehicle (ATV/UTV) .....	\$75.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System .....	\$225.00 per day
Total Station Survey Equipment .....	\$120.00 per day
Misc. Survey Tools/Equipment.....	\$10.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID) .....	\$100.00 per day
Water Level Indicator (≤300 foot) .....	\$30.00 per day
Oil/Water Interface Probe .....	\$60.00 per day
pH/Temperature/Conductivity Meter (for water) .....	\$20.00 per day
Peristaltic Pump.....	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator .....	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine .....	\$120.00 per day
Flow-Thru Multi-Parameter Meter.....	\$150.00 per day
Turbidimeter .....	\$35 per day
Composite Sampler .....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost <del>+ 15%</del>

## Terms and Conditions For Professional Consulting Services

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Work Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.



6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
13. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good

faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. **TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
15. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
16. **ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
17. **TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
18. **CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
19. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
20. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client

observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

- 21. GOVERNING LAW: Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 22. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS ENGINEERS:

RENO COUNTY, KANSAS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## AGENDA ITEM #7C

### AGENDA ITEM

**INFORMATION:** 2021 Annual Consulting Services, Air Quality and Gas Collection and Control System Operation and Maintenance, and Engineering and Planning Services with SCS Engineers Consulting  
(From and Issue)

**PRESENTED BY:** Megan Davidson, Solid Waste Director

**AGENDA DATE:** February 9, 2021

#### **BACKGROUND**

1. Annual Consulting Services- Reno County Solid Waste is required by KDHE and other agencies to complete and comply with annual reports and compliance activities throughout the year such as groundwater reporting as well as our annual closure/post closure cost reports. Reno County and SCS have had a long working relationship to complete and keep track of the reporting and keep Solid Waste in compliance with KDHE. This cost of this proposal is \$95,300 with combined Lump Sum Costs as well as Time and Materials.
2. Engineering and Planning Services- These services assist Reno County on the planning and development of the landfill and the requirements from other agencies. This year there are a few new Tasks that are in regards to Cell 7 with the Gas Collection and Control System Gas wells that are required to be installed by the end of 2021 per KDHE regulations. SCS will also provide the CQA services for the installation of the Cell 7 Expansion. The cost of this Proposal is \$78,900 with combines Lum Sum Costs and Time and Materials.
3. Air Quality and Gas Collection and Control Operations, Monitoring, and Maintenance Service- This Proposal will cover all of the support, regulatory requirements with KDH, EPA, system performance goals, and anticipated operational and maintenance activities of the Gas Collection Systems that are at the Reno County Solid Waste. There is a significant amount of record keeping, monitoring, and reporting is necessary to remain in compliance with New Source Performance Standards (NSPS) and other pertinent Air Quality regulations. This proposal has as cost of \$166,300 that includes Lump Sum Costs as well as Time and Materials when needed due to breakdown, shut downs etc.

**ALL OPTIONS**

## Annual Services 2021

1. Approve the Scope of Services from SCS Engineers as presented
2. Delay the Approval of the Services for further discussion.

## Engineering and Planning Services 2021

1. Approve the Scope of Service from SCS Engineers as presented
2. Delay the Approval of the Services for further discussion.

## Air Quality and GCCS OM&amp;M Services Proposal 2021

1. Approve the Scope of Services from SCS Engineers as presented
2. Delay the Approval of the Services for further discussion.

**RECOMMENDATION**

1. Approve the Annual Services 2021 from SCS Engineers as presented by staff
2. Approve the Engineering and Planning Services for 2021 from SCS Engineers as presented by staff.
3. Approve the Air Quality and Control and GCCS OM&M 2021 Services from SCS Engineers as presented by staff.

**FISCAL IMPACT**

The Scope of Services from SCS Engineers have been accounted for in the 2021 budget. The Annual Services and Engineering and Planning Scope of Services will come out of the Professional Services 008 Fund and the Gas Collection and Control System and Operation, Monitoring and Maintenance Scope of Services will come out of the Remediation 013 Funds.

January 29, 2021  
 File No. 270034221

Ms. Megan Davidson  
 Reno County Solid Waste Department  
 703 S. Mohawk Road  
 Hutchinson, Kansas 67501

Subject: 2021 Annual Solid Waste Consulting Services Proposal  
 Reno County Municipal Solid Waste Landfill Facility

Dear Ms. Davidson:

We appreciate the opportunity to provide this Task Order for the Reno County Municipal Solid Waste Landfill Facility’s (Reno County MSWLF) 2021 annual solid waste consulting services. SCS Engineers has appreciated the opportunity to build a solid professional relationship with Reno County over the past several years and looks forward to serving Reno County in 2021. Our scope of services and cost estimates covered by this proposal are summarized below.

**Scope of Services and Estimated Fees**

The scope of work for this proposal is based on ongoing discussions with Reno County MSWLF personnel regarding annual reporting and compliance activities, and our experience providing these services to Reno County. A detailed scope of work for each task is attached to this letter. The following table provides the cost breakdown per task:

Task No.	Task Description	Task Cost	Payment Terms
Task 1	Semi-Annual Groundwater Activities		
1.1	May GW Monitoring Events	\$16,800	Lump Sum
1.2	November GW Monitoring Events	\$16,000	Lump Sum
1.3	May GW Report Preparation	\$5,000	Lump Sum
1.4	November GW Report Preparation	\$5,000	Lump Sum
Task 2	Annual Permit Renewal Assistance		
2.1	Closure and Post-Closure Cost Estimates	\$2,000	Lump Sum
2.2	Conceptual Closure Plan Update	\$5,500	Lump Sum
Task 3	Quarterly Landfill Gas Monitoring and Reporting	\$5,000	Lump Sum
Task 4	On-Call Professional Services	\$40,000	Time & Materials
<b>Total for Tasks 1 – 4 Through the End of 2021</b>		<b>\$95,300.00</b>	





We have provided a lump sum cost for tasks with a well-defined scope of work. For tasks where the scope of work is less defined, an estimated cost is provided. SCS Engineers will submit invoices approximately monthly. Lump sum tasks will be invoiced on a percent completion basis. Time and materials tasks will be based on the actual number of units expended during the invoice period multiplied by the corresponding rate on the attached fee schedule.

**Terms and Conditions**

SCS Engineers appreciates the opportunity to submit this task order to Reno County. If the proposed scope of work presented herein meets your approval, work may begin immediately by signing the attached Terms and Conditions.

We appreciate our continued working relationship with Reno County and look forward to discussing any questions or comments you may have concerning this proposal. Please feel free to contact us at (316) 315-4501.

Sincerely,



Kelly Hoyt, P.G.  
Project Manager

**SCS ENGINEERS**



Monte R. Markley, P.G.  
Vice President

**SCS ENGINEERS**



Steve Linehan, P.E.  
Senior Project Manager

**SCS ENGINEERS**

Attachments: Scope of Work – 2021 Annual Solid Waste Consulting Services  
Fee Schedule  
Terms & Conditions  
Notice to Proceed

**Reno County Municipal Solid Waste Landfill Facility**  
**2021 Annual Solid Waste Consulting Services**  
**Scope of Work**

## **TASK 1 – SEMI-ANNUAL GROUNDWATER ACTIVITIES**

Groundwater monitoring activities at the Reno County Municipal Solid Waste Landfill Facility (Reno County MSWLF) have historically been divided between two facilities: the Closed Landfills (Consisting of Sites A, B, and C) and the operating landfill (Site D). SCS will use the most recent Sampling and Analysis Plan (SAP) (approved in 2020) to perform the field activities. There are a total of 39 wells at the Reno County MSWLF: 24 wells monitor the Closed Landfills; 11 wells monitor Site D; and 4 wells monitor performance levels for the former remediation system.

The closed landfills and Site D are required to follow assessment monitoring procedures due to previously detected volatile organic compound (VOC) concentrations in the groundwater samples. The semi-annual sampling events are scheduled to occur during May and November of each year. Additionally, the KDHE-BWM currently requires annual leachate sampling and reporting for the active facilities. The closed portion is unlined; therefore, a leachate sample cannot be collected.

In general, SCS Engineers will provide groundwater and leachate sampling, laboratory analyses, and report preparation services in accordance with:

- K.A.R. 28-29-113, which specifies regulation requirements for groundwater monitoring of landfills;
- Most recent version of the approved SAP for the Reno County MSWLF; and
- Correspondence and directives from the KDHE-BWM and KDHE-BER.

The following paragraphs further describe SCS Engineers' proposed scope of services. Field activities required for the Closed Landfill and Site D will be coordinated to minimize travel and repetitive activities. For instance, the 35 groundwater monitoring wells and 4 performance monitoring wells will be gauged for water levels prior to the purging and sampling activities.

### **Closed Landfill Groundwater Monitoring**

#### **Groundwater Sample Collection and Analysis**

During May and November, SCS Engineers will collect water levels from the 22 groundwater monitoring wells plus the two piezometers (MW-2 and MW-7) associated with the Closed Landfill prior to initiating any purging and sampling activities. Following water level measurements, the Closed Landfill's 22 monitoring wells will then be purged and/or sampled in accordance with the procedures specified in the approved SAP for the Closed Landfill or using a no purge HydraSleeve™ approved by KDHE:

- MW-1A
- MW-1B
- MW-3A
- MW-3B
- MW-8A
- MW-8B
- MW-9
- MW-12
- MW-20A
- MW-20B
- MW-20C
- MW-1
- MI-2A
- MI-2B
- MI-3AR
- MI-3BR
- MI-3C
- MI-4A
- MI-4B
- MI-5A
- MI-5B
- MI-6

The 22 wells listed above will be sampled during the May semi-annual event provided adequate groundwater is present. KDHE has approved a reduction in sampling frequency for a subset of the Closed Landfill monitoring wells. In the November semi-annual event only 12 of the 22 are sampled. As only 12 of the Closed Landfill monitoring wells are sampled in November a cost reduction is applied to the November semi-annual event to reflect the reduction in labor and analytical costs.

In addition, the following Quality Assurance/Quality Control (QA/QC) samples will be collected during each semi-annual sampling event:

- One field duplicate;
- One rinsate sample; and
- One trip blank per shipping cooler transporting sample containers for analysis of VOCs.

SCS Engineers will subcontract with an analytical laboratory certified by the State of Kansas to provide the appropriate sample bottles, shipping coolers, sample labels, etc. as required for the sampling events and perform the required analytical testing.

#### **Operating Landfill (Site D) Groundwater Monitoring**

##### **Groundwater Sample Collection and Analysis**

During May and November, SCS Engineers will locate and gauge the 11 monitoring wells surrounding the Site D landfill prior to initiating any purging and sampling activities. The following 11 monitoring wells will then be purged and/or sampled in accordance with the procedures specified in the approved SAP for Site D:

- MW-15A
- MW-15B
- MW-16A
- MW-16B-R
- MW-17A
- MW-17B
- MW-18A
- MW-18B
- MW-19
- MW-21
- MW-22

Monitoring wells MW-15A and MW-15B are considered to be “up-gradient” sampling locations while the remaining nine monitoring wells are considered to be “down-gradient”. A leachate sample will be collected from Site D’s leachate collection system during the November event. In addition, the following Quality Assurance/Quality Control (QA/QC) samples will be collected during each semi-annual sampling event:

- One field duplicate;
- One rinsate sample; and
- One trip blank per shipping cooler transporting sample containers for analysis of VOCs.

SCS Engineers will subcontract with an analytical laboratory certified by the State of Kansas to provide the appropriate sample bottles, shipping coolers, sample labels, etc. as required for the sampling events, and perform the required analytical testing.

### TASK 1.1: MAY GROUNDWATER MONITORING EVENTS

In accordance with K.A.R. 28-29-113(b) and the approved SAP, groundwater samples collected from 22 groundwater monitoring wells of the Closed Landfills, 3 groundwater monitoring wells for the former remediation system, 11 groundwater monitoring wells of Site D, and the QA/QC samples will be submitted to a certified laboratory for analysis. Laboratory analysis will consist of KDHE Appendix II VOCs for all wells sampled and geochemical parameters for Site D's perimeter wells.

#### Key Assumptions:

- The network monitoring wells are accessible by a two-wheel drive vehicle and groundwater samples will be obtained from monitoring wells in accordance with the sampling procedures outlined in the approved SAPs.
- A sufficient amount of groundwater will be available to sample each well within a 24-hour period to satisfy the necessary laboratory analysis.
- The monitoring wells indicated are the correct sampling points to provide compliance with the SAPs, KDHE requirements, and the K.A.R.
- The number of collected samples and laboratory parameters indicated will satisfy the approved SAP, KDHE requirements, and the K.A.R.

The lump sum cost for Task 1.1 is included in Table 1.

### TASK 1.2: NOVEMBER GROUNDWATER MONITORING EVENTS

In accordance with K.A.R. 28-29-113(b) and the approved SAP, groundwater samples collected from 12 groundwater monitoring wells of the Closed Landfills, 3 groundwater monitoring wells for the former remediation system, 11 groundwater monitoring wells of Site D, and the QA/QC samples will be submitted to a certified laboratory for analysis. Laboratory analysis will consist of KDHE Appendix II VOCs for all wells and geochemical parameters for Site D's perimeter wells. A leachate sample will be collected and submitted for Appendix I VOC's and geochemicals, TDS, total iron, 5-day Biological Oxygen Demand, and pH.

Key Assumptions:

- The network monitoring wells are accessible by a two-wheel drive vehicle and groundwater samples will be obtained from monitoring wells in accordance with the sampling procedures outlined in the approved SAPs.
- A sufficient amount of groundwater will be available to sample each well within a 24-hour period to satisfy the necessary laboratory analysis.
- The monitoring wells indicated are the correct sampling points to provide compliance with the SAPs, KDHE requirements, and the K.A.R.
- The number of collected samples and laboratory parameters indicated will satisfy the approved SAP, KDHE requirements, and the K.A.R.

The lump sum cost for Task 1.2 is included in Table 1.

### **TASK 1.3: MAY GROUNDWATER MONITORING REPORT**

Upon receipt of the analytical data, SCS Engineers will review the QA/QC results, laboratory extraction and holding times, and other pertinent laboratory data to qualify the data, as necessary. The most recent SAP indicates that no statistical analysis is required for the Reno County MSWLF. If statistical analysis is eventually required, SCS Engineers will submit a proposal to update the statistical database and perform the analysis to meet KDHE requirements.

Upon completion of each sampling event's data review, SCS Engineers will prepare a semi-annual report detailing the monitoring event for the Closed Landfills, the operating landfill and the former remediation system. In accordance with the approved SAP, the report shall include, but not be limited to:

- Purpose of sampling;
- Direction of groundwater flow;
- Discussion of field sampling activities;
- Any deviations from the SAP;
- Copies of the field data sheets/notes;
- Laboratory analytical results, QA/QC review, and associated chain of custody records;
- Summarized discussion of the analytical results; and
- Analytical data on disk.

The report will be in a format suitable for submittal to the KDHE to provide compliance with the regulations and SAP.

Key Assumptions:

- SCS Engineers will provide one draft report for review, followed by three final reports for the site. One copy of the report is for Reno County's files and one copy will be submitted to the KDHE-BWM.

- Statistical analysis of the data is not required at this time.

The lump sum cost for Task 1.3 is include in Table 1.

## TASK 1.4: NOVEMBER GROUNDWATER MONITORING REPORT

Upon receipt of the analytical data, SCS Engineers will review the QA/QC results, laboratory extraction and holding times, and other pertinent laboratory data to qualify the data, as necessary. The most recent SAP indicates that no statistical analysis is required for the Reno County MSWLF. If statistical analysis is eventually required, SCS Engineers will submit a proposal to update the statistical database and perform the analysis to meet KDHE requirements.

Upon completion of each sampling event's data review, SCS Engineers will prepare a semi-annual report detailing the monitoring event for the Closed Landfills, Site D (including the leachate analytical), and the former remediation system. In accordance with the approved SAP, the report shall include, but not be limited to:

- Purpose of sampling;
- Direction of groundwater flow;
- Discussion of field sampling activities;
- Any deviations from the SAP;
- Copies of the field data sheets/notes;
- Laboratory analytical results, QA/QC review, and associated chain of custody records;
- Summarized discussion of the analytical results; and
- Analytical data on disk.

The report will be in a format suitable for submittal to the KDHE to provide compliance with the regulations and SAP.

### Key Assumptions:

- SCS Engineers will provide one draft report for review, followed by three final reports for the site. One copy of the report is for Reno County's files and one copy will be submitted to the KDHE-BWM.
- Statistical analysis of the data is not required at this time.

The lump sum cost for Task 1.4 is included in Table 1 below.

Table 1 - Annual Groundwater Monitoring Fees

Task	Description	Cost
1.1	May Groundwater Monitoring	\$16,800
1.2	November Groundwater Monitoring	\$16,000
1.3	May Groundwater Monitoring Report	\$5,000
1.4	November Groundwater Monitoring Report	\$5,000
<b>Total</b>		<b>\$42,800</b>

## TASK 2 – ANNUAL PERMIT RENEWAL ASSISTANCE

### TASK 2.1: CLOSURE AND POST-CLOSURE COST ESTIMATES

SCS Engineers will complete the financial assurance forms required by the KDHE for permit renewal each year. The costs will be updated as necessary to reflect the portions of the landfill facility that have been constructed or closed during the preceding year. An estimate of the remaining capacity and life of the facility will also be completed in accordance with standard KDHE procedures. SCS Engineers will submit financial assurance forms in the latest format available for the 2021 submittal. In association with these new policies, information including an updated disposal area, history, and capacity table and an associated figure will be submitted in lieu of an updated Reno County MSWLF Facility Site Map.

The lump sum cost for Task 2.1 is included in Table 2.

### TASK 2.2: CONCEPTUAL CLOSURE PLAN UPDATE

SCS Engineers will update the conceptual closure plan to provide the basis of costs associated with Task 2.1. The KDHE-BWM requires representative closure and post-closure estimates that are based upon third-party costs to close the facility at its current stage of development. These estimates take into consideration the work necessary to prepare the site for closure under its present conditions.

Several items of consideration identified by the KDHE-BWM include the following:

- Backfilling borrow areas adjacent to currently active cells to prevent excessive storm water on a final cover installed at or below surrounding grades;

- Excavation of a drainage path to drain storm water away from a cell at or below surrounding grades to be closed;
- Design, construction, and operation of a sump and pump system for storm water and the costs associated with perpetual pumping;
- Removal of waste to create a clean close pit; and
- Other appropriate means of closing the site properly in its current state.

The initial permitting of a landfill requires development of a closure and post-closure plan. However, these plans are also based upon the full development of the permitted disposal unit. Therefore, the KDHE-BWM essentially requires that intermediate closure plans be developed to provide a more accurate representation of the third party costs required to close the site “as-is”. In addition, the KDHE-BWM indicated that these interim closure plans should be completed at a conceptual level and will not require extensive engineering design to develop closure cost estimates.

SCS Engineers will update the conceptual closure plan to accompany the financial assurance forms and include a brief letter report describing the intermediate closure plan and procedures with accompanying figures. As indicated in Task 2.1, SCS Engineers will develop the cost estimates utilizing the KDHE forms for 2021 renewals.

The lump sum cost for Task 2.2 is included in Table 2.

Table 2 - Annual Permit Renewal Fees

Task	Description	Cost
2.1	Closure and Post-Closure Cost Estimates	\$2,000
2.2	Conceptual Closure Plan Update	\$5,500
<b>Total</b>		<b>\$7,500</b>

### TASK 3 – QUARTERLY LANDFILL GAS MONITORING AND REPORTING

Reno County MSWLF personnel complete the required monthly and quarterly landfill gas monitoring for the site. Following data submittal from Reno County MSWLF personnel, SCS Engineers will tabulate, evaluate, and summarize the landfill gas monitoring results and present them to Reno County in a letter report each quarter. The letter report should be maintained in onsite records. SCS Engineers will also be responsible for notifying Reno County



in the event that methane concentrations above allowable limits are noted and will require further notification to the KDHE.

Key Assumptions:

- Monthly/Quarterly gas monitoring activities will be conducted by Reno County MSWLF personnel; and
- Results will be transmitted to SCS Engineers within 48 hours of the monitoring event.

The lump sum cost for Task 3 is included below.

Table 3 - Quarterly Landfill Gas Monitoring and Reporting

Task	Description	Cost per Quarter	Total 2021 Cost
3	Quarterly Landfill Gas Monitoring and Reporting	\$1,250	\$5,000
<b>Total</b>			<b>\$5,000</b>

## TASK 4 – ON-CALL PROFESSIONAL SERVICES

SCS Engineers will conduct on-call professional services as requested by the Reno County MSWLF. It is anticipated that these services would be provided to Reno County MSWLF for compliance, engineering or technical assistance for items that are outside the scope of services described in other tasks but may be required due to operational demands, regulatory requirements, or other work requests. SCS Engineers will obtain authorization from Reno County MSWLF personnel prior to conducting work for this task.

The estimated cost for Task 4 is included below. This task will be invoiced on a T&M basis.

Table 4 - On-Call Professional Services Fees

Task	Description	Estimated Cost for 2021
4	On-Call Professional Services	\$40,000
<b>Total</b>		<b>\$40,000</b>

**2021 STANDARD FEE SCHEDULE**

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor.....	\$235
Senior Project Director.....	\$210
Project Director .....	\$195
Project Advisor.....	\$180
Senior Project Manager .....	\$165
Project Manager.....	\$150
Senior Project Professional .....	\$135
Project Professional .....	\$120
Staff Professional.....	\$110
Designer/Graphics.....	\$105
Associate Professional.....	\$95
Senior Technician .....	\$80
Technician .....	\$70
Project Administrator .....	\$85
Administrative Assistant .....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

**General Terms:**

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2021. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

**Printing Services**

24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

**Support Vehicles**

Support Vehicle .....	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer.....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost <del>plus 15%</del>

**Per Diem and Travel**

Hotel, Airfare .....	Cost <del>plus 15%</del>
Full-Day Meal Allowance .....	\$46.00 per day
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**Field Equipment and Supplies**

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Composite Sampler .....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost <del>+ 15%</del>

## Terms and Conditions For Professional Consulting Services

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Work Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.



6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
13. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good

faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. **TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
15. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
16. **ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
17. **TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
18. **CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
19. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
20. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client

observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

- 21. GOVERNING LAW: Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 22. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS ENGINEERS:

RENO COUNTY, KANSAS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

January 29, 2021  
File No. 270036221

Ms. Megan Davidson  
Reno County Solid Waste Department  
703 S. Mohawk Road  
Hutchinson, Kansas 67501

Subject:       Engineering and Planning Services Proposal  
                  2021 Scope of Services  
                  Reno County Municipal Solid Waste Landfill Facility

Dear Ms. Davidson:

We appreciate the opportunity to provide this Task Order for the Reno County Municipal Solid Waste Landfill Facility's (Reno County MSWLF) 2021 engineering and planning consulting services. SCS Engineers has appreciated the opportunity to build a solid professional relationship with Reno County, and we look forward to assisting Reno County continue to provide exceptional solid waste disposal services. Our scope of services and cost estimate are summarized below.

#### **Scope of Services and Estimated Fees**

The scope of work for this proposal is based on tasks typically performed on an annual basis to evaluate landfill performance metrics and ongoing discussions with Reno County MSWLF staff regarding landfill planning and development. Four individual tasks were identified for this proposal. A detailed scope of work for each task is attached to this letter. The following table provides the cost breakdown per task:

<b>Task No.</b>	<b>Task Description</b>	<b>Task Cost</b>	<b>Payment Terms</b>
Task 1	2021 Volume Calculations	\$8,900	Lump Sum
Task 2	Cell 7 GCCS Expansion Design	\$30,000	Lump Sum
Task 3	GCCS Expansion Construction Quality Assurance	\$35,000	Lump Sum
Task 4	Financial Model and Master Plan Update	\$5,000	Time & Materials
<b>Total for Tasks 1 – 4</b>		<b>\$78,900</b>	

We have provided a lump sum cost for tasks with a well-defined scope of work. For tasks where the scope of work is less defined, an estimated cost is provided. SCS Engineers will submit invoices approximately monthly. Lump sum tasks will be invoiced on a percent completion basis.





**Terms and Conditions**

SCS Engineers appreciates the opportunity to submit this task order to Reno County. If the proposed scope of work presented herein meets your approval, work may begin immediately by signing the attached Terms and Conditions.

We appreciate our continued working relationship with Reno County and look forward to discussing any questions or comments you may have concerning this proposal. Please feel free to contact us at (316) 315-4501.

Sincerely,



Steve Linehan, P.E.  
Senior Project Manager  
SCS Engineers



Monte R. Markley, P.G.  
Vice President/Sr. Project Director  
SCS Engineers

SML/MRM

Attachments: Scope of Work – 2021 Engineering and Planning Services  
Standard Fee Schedule  
Terms & Conditions

**Reno County Municipal Solid Waste Landfill Facility  
2021 Engineering & Planning Services  
Scope of Work**

## **TASK 1 – 2021 Volume Calculations**

SCS Engineers (SCS) will complete volume calculations for the Reno County Municipal Solid Waste Landfill Facility (Reno County MSWLF) for 2021. As in previous years, the landfill survey technician will provide survey points of landfill areas that have been modified from the previous year. Additionally, topographic information will be provided for areas used for soil borrow material. SCS Engineers will utilize AutoCAD® Civil 3D software to create “TIN” surfaces for each year’s survey data which will be compared and used to determine volume changes between the two surveys.

A report will be prepared for submittal to the County that describes the total volume of landfill space used over the past year (or time period in between the two surveys), soil used during the time between the two surveys, remaining airspace in the landfill, remaining soil available for use, and approximate waste density. The County will provide waste acceptance rates between the survey dates for use in the volume calculations. The volume calculation report will utilize new elevation data from the 2021 survey compared to the previous year’s survey data. The volume calculation package, to include a summary letter, calculations, and figures, will be provided to the County no later than June 30, 2021.

The lump sum cost for Task 1 is \$8,900.

## **TASK 2 – CELL 7 GCCS EXPANSION DESIGN**

SCS will provide engineering design services to complete construction plans and specifications for the GCCS expansion into Cell 7. The expansion is required to maintain compliance with NSPS regulations. In addition, SCS will provide design services for an expansion and rerouting plan of the Site B system to the Site A/C/D flare.

Per NSPS regulations, a gas collection system must be implemented within five years after first placement of waste. Waste was first placed in Cell 7 on January 9, 2017, and therefore, Cell 7 must install a gas collection system by January 9, 2022. SCS anticipates installation of the Cell 7 expansion to occur in the fourth quarter of 2021 to allow for Reno County’s operations to reposition to Cell 5 and also to maximize the depth of gas wells. By maximizing the depth of wells on Cell 7, Reno County’s investment will be optimized.

Currently, the Site B flare experiences inadequate methane concentrations to keep the system running continuously and, therefore, is an operations challenge. In addition, the boundary monitoring probes north of Sites A and B have had consistent methane readings in excess of the regulatory threshold. An assessment of the methane at the property boundary in 2020 indicated waste was placed outside of the cells northeast of Site A and north and northwest of Site B, which is likely contributing to the boundary methane exceedances. Therefore, in addition to the Cell 7 expansion, SCS will layout and design an expansion of the Site B system such that the migrating landfill gases can be captured. This design will also incorporate taking the Site B flare offline and connecting the Site B system to the Site A/C/D flare. System operations and maintenance will be reduced by directing all facility LFG to one flare.

The engineering design efforts for this task are necessary to prepare plans and specifications suitable for installing the expansion of the GCCS. The permitted design and accompanying plans will be used as the basis for the Cell 7 and Site B expansions engineering design. Revisions to the permitted design are necessary to accommodate the existing site conditions and current gas generation rates as well as provide additional detail for construction purposes.

The engineering design efforts for this task are expected to consist of the following:

- Engineering design and pressure/flow modeling for expansion of the GCCS for both Cell 7 and Site B;
- Value engineering to evaluate the permitted gas system layout and identify potential areas to optimize the system for cost-savings during completion of the engineering design;
- Detailed design of header/lateral system alignments, including anticipated trench depths, invert elevations for system components, etc. to facilitate construction staking and installation;
- Construction Plans likely to include the following -
  - Title/Cover Sheet
  - Overall Cell 7 GCCS Expansion site layout
  - Rerouting layout of Site B system to the Site A/C/D flare
  - Disposal Unit Layouts/Piping Alignments
  - Well Schedules and Point Tables
  - Extraction Well Details
  - Header/Lateral System Details
  - Condensate Management System Details
  - Vendor-Supplied Specifications.
- Construction specifications (to be included on the Construction Plans); and
- Final quantity takeoffs for material procurement

The lump sum cost for Task 2 is \$30,000.

### **TASK 3 – GCCS EXPANSION CONSTRUCTION QUALITY ASSURANCE**

Construction quality assurance (CQA) is necessary to ensure materials, lines, and grades are constructed to meet the design and to help eliminate future issues. Observations of construction activities and conformance with design documents will be performed at least weekly throughout the construction process and may be increased to daily during critical times (e.g. during well installations). SCS will provide surveying services to perform construction staking for both the GCCS Cell 7 and Site B installations at the Reno County MSWLF. We will provide construction staking to layout the following components for construction:

- Vertical gas extraction wells locations and surface elevations;
- Lateral and header piping alignments and cuts on 50-foot stations; and
- Locations of sumps, traps, valves, risers, and similar appurtenances.

SCS will utilize survey-grade GPS equipment currently set up to operate on the landfill's coordinate system to conduct the construction layout and place the appropriate flagging/staking to facilitate construction of the GCCS. Construction layout and staking of piping and appurtenances will performed

by or under the supervision of a licensed Kansas professional engineer (PE). However, locations of vertical wells will be staked by a licensed Kansas professional land surveyor (PLS) per SCS standard operating procedures due to the need for precise documentation of surface data with respect to the bottom liner.

We anticipate this task to be performed on an ongoing basis as construction progresses to accommodate installation and prevent premature staking that may need replaced if disturbed. To the extent possible, we will attempt to integrate as-built surveying activities with layout surveying to realize additional efficiencies and provide opportunities for cost savings.

Once construction is completed SCS will survey final gas well locations, pipeline alignments and appurtenances to prepare as-built drawings for the constructed expansions for submittal to KDHE. These drawings will be sealed by a Kansas professional engineer (PE).

The lump sum cost for Task 3 is \$35,000.

## **TASK 4 - FINANCIAL MODEL AND MASTER PLAN UPDATE**

This task consists of a presentation to the Commission on the Financial Model and Rate Study that was developed in 2020. We have included time to present the results of our analysis and recommended next steps for rate and billing changes in a PowerPoint presentation. In addition, this task includes responses, as needed, to answer questions throughout the year regarding the financial model and master planning of the solid waste department. Our responses under this task will be limited to these items. However, additional meetings, presentations, etc. to discuss these items in-depth will be invoiced under a separate task such as on-call services, unless otherwise instructed.

The time and materials cost for Task 4 is \$5,000.

**2021 STANDARD FEE SCHEDULE**

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor.....	\$235
Senior Project Director.....	\$210
Project Director .....	\$195
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Project Professional .....	\$120
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SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost <del>plus 15%</del>

**Per Diem and Travel**

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Flow Probe (15-foot).....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost <del>+ 15%</del>

## Terms and Conditions For Professional Consulting Services

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Work Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.



6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
13. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good



faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. **TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
15. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
16. **ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
17. **TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
18. **CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
19. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
20. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client

observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

- 21. GOVERNING LAW: Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 22. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS ENGINEERS:

RENO COUNTY, KANSAS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

January 29, 2021  
File No. 270035221

Ms. Megan Davidson  
Reno County Solid Waste Department  
703 S. Mohawk Road  
Hutchinson, Kansas 67501

Subject: 2021 Air Quality and GCCS OM&M Services Proposal  
Reno County Municipal Solid Waste Landfill Facility

Dear Ms. Davidson:

We appreciate the opportunity to provide this Task Order for the Reno County Municipal Solid Waste Landfill Facility’s (Reno County MSWLF) 2021 Air Quality and Gas Collection and Control System (GCCS) Annual Consulting Services. SCS Engineers has appreciated the opportunity to build a solid professional relationship with Reno County over the past several years and looks forward to serving Reno County in 2021. Our scope of services and cost estimates covered by this proposal are summarized below.

**Scope of Services and Estimated Fees**

The scope of work for this proposal is based on regulatory requirements, system performance goals, and anticipated operational and maintenance activities. In April 2014 the Reno County MSWLF became subject to additional regulatory requirements for air quality imposed by the operation of the GCCS. A significant amount of monitoring, recordkeeping, and reporting is necessary to remain in compliance with the New Source Performance Standards (NSPS) and other pertinent air quality regulations. The attached scope of work outlines and describes the services necessary to fulfill the applicable regulatory requirements associated with the GCCS as well as operations and maintenance activities to optimize system performance. The tasks outlined in the scope of work are based upon our experience providing these services to Reno County, and both private and public landfill facilities in the state of Kansas and nationally. A detailed scope of work for each task is attached to this letter. The following table provides the cost breakdown per task:

Task No.	Task Description	Task Cost	Payment Terms
Task 1	GCCS Operations, Monitoring, & Maintenance		
1.1	Routine OM&M	\$4,000/Month	Time & Materials
1.2	GCCS On-Call Services	\$6,000/Month	Time & Materials
Task 2	Air Quality and GCCS Reporting		
2.1	Annual Air Quality Compliance	\$7,700	Lump Sum
2.2	Green House Gas Rule Compliance	\$3,800	Lump Sum
2.3	Semi-Annual NSPS and SSM Reports	\$10,800	Lump Sum
2.4	Ongoing Deviation Reporting	As Needed* Est. \$400/month	Time & Materials
Task 3	Quarterly Surface Emissions Monitoring	\$4,800/quarter**	Lump Sum
<b>Total for Tasks 1 – 3 Through the End of 2021</b>		<b>\$166,300</b>	

\*Costs will occur if a deviation is identified that requires ongoing deviation reporting.

\*\*Cost based on assumption that no exceedances are detected during monitoring.



We have provided a lump sum cost for tasks with a well-defined scope of work. For tasks where the scope of work is less defined, an estimated cost is provided. SCS Engineers will submit invoices approximately monthly. Lump sum tasks will be invoiced on a percent completion basis. Time and materials tasks will be based on the actual number of units expended during the invoice period multiplied by the corresponding rate on the attached fee schedule.

**Terms and Conditions**

SCS Engineers appreciates the opportunity to submit this task order to Reno County. If the proposed scope of work presented herein meets your approval, work may begin immediately by signing the attached Terms and Conditions.

We appreciate our continued working relationship with Reno County and look forward to discussing any questions or comments you may have concerning this proposal. Please feel free to contact us at (316) 315-4501.

Sincerely,



Steve Linehan, P.E.  
Senior Project Manager  
SCS Engineers



Monte R. Markley, P.G.  
Vice President/Sr. Project Director  
SCS Engineers

Attachments: Scope of Work – 2021 Air Quality and GCCS OM&M Services  
Fee Schedule  
Terms & Conditions

**Reno County Municipal Solid Waste Landfill Facility  
2021 Air Quality and GCCS OM&M Services Proposal  
Scope of Work**

## **TASK 1 – GCCS OPERATIONS, MONITORING, & MAINTENANCE**

A gas collection and control system (GCCS) is in operation at the Reno County Municipal Solid Waste Landfill Facility (Reno County MSWLF) that consists of 109 landfill gas (LFG) extraction wells, below-grade high-density polyethylene (HDPE) LFG collection piping, and condensate management systems served by two blower/flare station (BFS) systems. The Reno County MSWLF is subject to 40 CFR Part 63 Subpart AAAAA, the National Emission Standard for Hazardous Air Pollutants (NESHAP) for Municipal Solid Waste (MSW) Landfills. SCS Engineers proposes to perform GCCS operations, monitoring, and maintenance (OM&M) services for the GCCS. Reporting of these services will also be provided. The purpose of performing GCCS OM&M is to achieve operational goals for optimizing system performance and comply with regulatory requirements.

The operational goals for the Reno County MSWLF are described as follows.

### **Operational Goals**

The GCCS will be operated consistent with the New Source Performance Standards (NSPS) rules and the approval received from the Kansas Department of Health and Environment (KDHE) for alternatives to the operational standards of NSPS on October 21, 2014. The following minimum LFG quality standards will generally apply to measurements taken at each LFG extraction wellhead:

- Static pressure measured at the wellhead must be less than 0.0 inches of water column (i.e., under vacuum);
- LFG temperature measured at the wellhead must be less than 131 degrees Fahrenheit (131° F); and
- Oxygen concentration measured at the wellhead must be less than 5.0 percent by volume.

SCS Engineers will use the approval that allows for wellheads to be shut off if, after adjusting the vacuum, the oxygen concentration does not decline to allowable levels (5% or less) or methane levels do not stabilize above 40% by volume. The wellheads are to be opened in instances of positive pressure to relieve pressure, but zero pressure or high oxygen concentration will not be considered an exceedance of the wellhead operating criteria discussed previously.

SCS Engineers will also attempt to maintain the following LFG quality readings at the wellheads:

- Methane concentration greater than 50 percent (Site D wellheads only); and
- Balance gas concentration less than 10 percent.

These LFG quality readings are overall benchmarks and are not considered absolute minimum or maximum allowable readings. However, they are consistent with NSPS requirements and provide a desirable goal for LFG quality at each wellhead. Additionally, approximately half of the LFG extraction wells are located in older, closed disposal areas that are beyond “peak production” and likely to produce low quality gas where methane concentrations greater than 50 percent may no longer be feasible (i.e., “non-productive” LFG extraction wells).

## **GCCS OM&M**

OM&M activities will be performed to achieve the operational goals described previously and to maintain compliance with regulatory requirements. OM&M services will be provided by SCS Engineers personnel from our local Wichita satellite office. SCS Engineers will notify Reno County of the necessary or recommended repairs, provide an estimated cost of the time and materials needed to perform the repairs, and obtain prior authorization before performing the work to conduct repairs. Repairs may include the following items:

- Replacement of wellheads due to damage caused by others (e.g., equipment collisions);
- Damage to the gas collection piping, condensate management system, or other system components that are a result of excavation activities performed by others; and
- Theft, vandalism, or other damage not related to defects in workmanship.

The scope of work for OM&M services is described in the following sections.

### **Routine Monthly GCCS OM&M Services**

Routine GCCS-related services are those services for which the scopes can be reasonably defined at the present time. The routine monthly OM&M services include the following items and are described in this section:

- Routine Well Field Monitoring and Maintenance Services;
- Other Well Field Monitoring and Maintenance Services;
- BFS Monitoring and Maintenance Services;
- BFS Spare Parts and Materials Inventory;
- GCCS OM&M Recordkeeping; and
- Project Management and Administration.

#### Well Field Monitoring and Maintenance Services

SCS Engineers will conduct monthly monitoring and associated adjustment of the LFG extraction wells in an attempt to properly balance the well field. During these visits, routine services for the well field will include:

- Monitoring and adjusting the 109 extraction wells so that they meet NSPS parameter requirements for temperature, oxygen, and pressure;
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures;

- Identifying extraction wells that are not functioning properly and/or have been damaged, including broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports; and
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper well field adjustments, in addition to compliance with NSPS guidelines. Initial reading and adjusted readings, for each well and the BFS, will be stored in the GEM 5000 for future upload to an electronic data file.

During wellhead monitoring, the technician will listen for leaks. Minor leaks identified during monitoring will be repaired at the time of discovery. Leaks that cannot be fully repaired (e.g., those requiring replacement parts) will be temporarily patched in the field, if possible. Permanent repairs that do not fall within the provisions of the GCCS construction contract will be performed upon authorization by Reno County.

If extraction wells do not adhere to NSPS parameters (less than 131 °F, less than 5 percent oxygen, and less than zero pressure), adjustments to the wells will immediately be made in an attempt to bring those wells back into compliance. Adjustments to the wells will also comply with the NSPS requirement, stipulating that some corrective action is made on non-compliant wells within 5 days of an NSPS exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS parameter(s), a 15-day reading will not be required; however, if corrective actions do not immediately correct the NSPS exceedance(s), SCS Engineers will re-monitor the well(s) within 15 days of the initial non-compliant reading.

#### Other Well Field Monitoring and Maintenance Services

As needed, additional well field monitoring and maintenance services will be provided as indicated below:

- Measurement of header pressure at each well as needed to troubleshoot problems such as decreased available vacuum to a LFG extraction well;
- Measurement of depth-to-liquid in wells which, based on monitoring results, exhibit evidence of elevated liquid levels;
- Observation and monitoring of condensate sumps to verify their integrity and proper operation; and
- Observation for general landfill cover integrity and surface water drainage conditions that might impact LFG collection system operations.

As necessary, issues related to these items will be documented and brought to the attention of landfill staff prior to SCS Engineers personnel leaving the site.

#### BFS Monitoring and Maintenance Services

SCS Engineers will perform routine BFS monitoring during each site visit including the following services:

Collect BFS data (as available) including:

- Instantaneous flow readings (from meter);
- Total flow readings (from totalizer);
- Overall system vacuum;
- Blower inlet and outlet pressures;
- Flame arrestor inlet and outlet pressures;
- Composite LFG quality (i.e., CH<sub>4</sub>, CO<sub>2</sub>, O<sub>2</sub>, and balance gas concentrations);
- Flare temperature (from thermocouple readout);
- Blower run time hours (from meter);
- Blower bearing temperatures (from bearing readout); and
- Blower amperage reading (from meter).

Monitor and record operating status as applicable of various BFS components including:

- Blower;
- Motor;
- Flare;
- Flare control system; and
- Air compressor.

SCS Engineers personnel will also perform, as necessary, routine preventative maintenance of BFS components that can be accomplished on site including:

- Blower;
- Motor;
- Flare control system;
- Flame arrestor; and
- Condensate knockout(s).

This work may include:

- Tightening of hoses, valves, etc.;
- Replacement of thermocouples; and
- Cleaning around the BFS.



#### BFS Spare Parts and Materials Inventory

An inventory of spare parts for the BFS was requested to be provided by the flare manufacturer/vendor as part of the GCCS construction project. If spare parts or materials in the inventory are used for maintenance or repairs, SCS Engineers will notify Reno County MSWLF personnel and, upon approval, purchase replacement spare parts. SCS Engineers will maintain a list of the spare parts and materials to be located on site.

#### GCCS OM&M Recordkeeping

For monthly GCCS OM&M services, SCS Engineers will upload data collected during the monitoring event and compile the information in a spreadsheet. The spreadsheet will be made available to Reno County in digital format. The OM&M record file may include the following information:

- Monitoring data collected at individual LFG extraction wells;
- Status of each well's compliance with operating requirements for pressure, temperature, and oxygen concentration;
- Summary of BFS operations;
- Condensate sump operation;
- Cover integrity issues potentially impacting GCCS operations (if any);
- Summary of maintenance services performed; and
- Recommendations of additional maintenance or repairs needed (if any).

SCS Engineers will compile collected data on the SCS eTools server and provide access for designated Reno County personnel to this data. Field data will be uploaded to eTools for access and review within three workdays following collection by SCS Engineers.

#### Project Management and Administration

For the above services, SCS Engineers will provide an adequate level of management and administration in an effort to make the project run smoothly and efficiently. Management/administrative services include scheduling of field activities, oversight of field activities, reporting of field activities, invoicing for services, and client communications.

The estimated cost for Task 1 is \$4,700 per monitoring/balancing event. SCS Engineers proposes performing a total of 12 monitoring/balancing events (one event per month). In addition to the routine services, SCS Engineers anticipates non-routine services that cannot be accurately detailed in this proposal. These tasks will be invoiced on a time and materials (T&M) basis. A cost breakdown of the estimated fees is shown in Table 1.

Table 1 - GCCS OM&M Estimated Fees

Item Description	Monitoring/Balancing Frequency	Estimated Cost per Month
Routine Monitoring	Monthly	\$4,000
GCCS On-Call Services	As-Needed	\$6,000*
Total Estimated Annual Cost (12 Monitoring Events plus On-Call Services)		\$120,000

\*Estimate is based on actual invoicing for similar services at Reno County MSWLF in 2020.

## TASK 2 - AIR QUALITY AND GCCS REPORTING

KDHE and Environmental Protection Agency (EPA) regulations require reporting related to the OM&M of the GCCS. Specifically, Reno County will be required to submit NSPS and Startup, Shutdown, and Malfunction (SSM) reports on a semi-annual basis and deviation reports in the event that a deviation from the Class I Air Operating permit occurs.

The scope of services for these items is described in the following sections.

### TASK 2.1 - ANNUAL AIR QUALITY COMPLIANCE

In accordance with the Reno County MSWLF's current Class I Operating Permit, the Reno County MSWLF is required to complete various annual reports. These reports include the Annual Emission Inventory Questionnaire, Annual Compliance Certification, and the Semi-Annual Monitoring Report. SCS Engineers will assist the Reno County MSWLF in completing and submitting these documents.

The lump sum cost for Task 2.1 is \$7,700. A breakdown of the costs is provided in Table 2.

Table 2 - Annual Air Quality Compliance Fees

Report Description	Submittal Date	Cost per Report	Reports Through 2021	Total Cost Through 2021
Annual Compliance Certification*	June 11, 2021	\$2,200	1	\$2,200
Annual Emissions Inventory	April 1, 2021	\$3,300	1	\$3,300
Semi-Annual Monitoring Report	December 11, 2021	\$2,200	1	\$2,200
<b>Total Cost</b>				<b>\$7,700</b>

\*The first Semi-Annual Monitoring Report will be submitted as part of the Annual Compliance Certification.

## TASK 2.2 – GREEN HOUSE GAS RULE COMPLIANCE

### Annual Green House Gas Report

SCS Engineers will complete the 2020 Annual Green House Gas (GHG) Report. The report will be prepared in accordance with the requirements of 40 CFR 98.3(c). SCS Engineers will coordinate with Reno County personnel to obtain facility information for the 2020 reporting period including, but not limited to, waste acceptance records for the active landfill areas and fuel throughputs, methane concentration readings and continuous chart recorder flow rate data, in preparation of the supporting calculations required for reporting. A draft of the report will be submitted to Reno County for one round of review and comment. The report will be submitted no later than March 31, 2021 utilizing the U.S. EPA electronic submittal system.

Table 3 - Annual Greenhouse Gas Compliance

Item Description	Cost per Report	Reports through 2021	Total Cost
Greenhouse Gas Report	\$3,800	1	\$3,800
<b>Total Cost</b>			<b>\$3,800</b>

## TASK 2.3: SEMI-ANNUAL NSPS AND SSM REPORTS

### Semi-Annual NSPS Reports

In accordance with 40 CFR 60.757(f), the Reno County MSWLF is required to submit semi-annual reports to the KDHE and EPA Region VII consisting of the following information:

- Value and length of time for exceedances of applicable parameters monitored under 40 CFR 60.756(a), (b), (c) and (d);
- Description and duration of periods when the gas stream is diverted from the control device;
- Description and duration of periods when the control device was not operating for a period exceeding 1 hour;
- Periods when the collection system was not operating in excess of 5 days;
- The location of each exceedance of the surface emissions limit of 500 ppm methane concentration above background; and
- The date of installation and the location of each well or collection system expansion.

Per the National Emission Standards for Hazardous Air Pollutants (NESHAP) for MSW Landfills, 40 CFR 63.1980(a), the NSPS reports must be submitted semi-annually.

SCS Engineers will prepare the semi-annual reports to satisfy the requirements set forth in the NSPS and NESHAP. SCS Engineers will submit the final signed semi-annual NSPS reports to the KDHE and EPA Region VII by June 11<sup>th</sup> for the reporting period November 12 through May 11, and by December 11<sup>th</sup> for the reporting period May 12 through November 11. SCS Engineers will prepare two

additional hard copies of the final reports and electronic copies of the final reports for the Reno County MSWLF.

Semi-Annual SSM Reports

In accordance with 40 CFR 63.10(d)(5)(i), the Reno County MSWLF is required to submit semi-annual SSM Reports summarizing the GCCS operations to verify compliance with the facility’s SSM Plan. SCS Engineers will complete the semi-annual SSM Reports to satisfy the reporting requirements set forth in the NESHAP for MSW Landfills. If actions taken by the Reno County MSWLF during an SSM event are consistent with the procedures specified in the facility’s SSM Plan, such information shall be submitted in the semi-annual SSM Report. Similarly, the report shall identify instances where actions taken by the Reno County MSWLF during an SSM event are not consistent with the SSM Plan, provided the source does not exceed an applicable emission limitation in a relevant standard. The report will also include the number, duration, and brief description for malfunctions and the cause an applicable emission limitation to be exceeded. SCS Engineers will submit the final signed semi-annual SSM reports to the KDHE and EPA Region VII by June 11<sup>th</sup> for the reporting period November 12 through May 11, and by December 11<sup>th</sup> for the reporting period May 12 through November 11. SCS Engineers will prepare two additional hard copies of the final reports and electronic copies of the final reports for the Reno County MSWLF.

Task 2.3 includes the submittal of the required Semi-annual NSPS and SSM reports through the end of 2021 (four total reports). The lump sum cost for Task 2.3 is \$10,800. The cost breakdown for these reports is provided in Table 4.

Table 4 - Semi-Annual NSPS AND SSM Report Fees

Item Description	Cost per Report	Reports Through 2021	Cost through 2021
Semi-Annual NSPS Report	\$3,200	2	\$6,400
Semi-Annual SSM Report	\$2,200	2	\$4,400
<b>Total Cost</b>			<b>\$10,800</b>

**TASK 2.4: ONGOING DEVIATION REPORTING**

As required by the Class I Air Operating Permit, the Reno County MSWLF is required to identify all instances of deviations in the Semi-annual Monitoring and Recordkeeping Reports, and submit deviation reports on an ongoing basis if a deviation occurs.

Ongoing Deviation Reporting

In accordance with the *Reporting of Deviations from Permit Terms* section of the Class I Air Operating Permit, deviations from the requirements of the permit shall be reported to the KDHE as follows:

- Deviations which result in emissions exceeding those allowed in the permit shall be reported the next business day following the discovery of the release, with follow-up written notice within five business days following the discovery of the release.
- Deviations which do not result in emissions exceeding those allowed in this permit shall be reported in writing within 10 business days following discovery of the release.

SCS Engineers will review the relevant data weekly and, in the event that data indicates a deviation, prepare deviation reports as deemed necessary. The deviation reports will be prepared within 10 business days of SCS Engineers receiving the information and identifying the deviation. In addition, SCS Engineers will perform a detailed audit of data provided on a monthly basis to identify any unusual issues or discrepancies. SCS Engineers will provide recommendations, as deemed appropriate, to resolve and/or further evaluate any irregularities identified. The cost provided herein for these services reflect the average monthly cost SCS Engineers has invoiced for similar services at other landfills across the Midwest. With the extreme variation in number and type of deviations identified at landfills, it is possible that the estimated monthly costs could increase or decrease based on the frequency and type of deviations identified at the Reno County MSWLF.

This task will be invoiced on a T&M basis. A cost breakdown of the estimated fees is shown in Table 5.

Table 5 – Ongoing Deviation Reporting Estimated Fees

Item Description	Estimated Cost per Event	Estimated Events Through 2021	Estimated Cost through 2021
Ongoing Deviation Reporting	\$400 a month*	12*	\$ 4,800*

\*Estimated costs are based on similar services provided in previous years at Reno County MSWLF. Costs could increase or decrease based on the frequency and type of deviations identified.

### TASK 3 – QUARTERLY SURFACE EMISSIONS MONITORING

SCS Engineers will perform surface emissions monitoring (SEM), as outlined in 40 CFR 60.755(c), and the facility’s Surface Emission Monitoring Work Plan (Work Plan) dated October 28, 2016, on a quarterly basis. Regulations and industry standards dictate that the monitoring be completed by foot.

During the monitoring events, the landfill gas collection and control system will be operated in normal mode. Surface methane concentrations will be measured continuously along a site-specific pattern, and will include visual monitoring and documenting areas of stressed vegetation and cracks in the soil cover. For these conditions, their locations will be noted. In addition, the gas collection system well heads and other artificial penetrations (i.e., sumps

and access risers) will be monitored in accordance with the Work Plan separately from the transverse monitoring.

Surface methane concentrations discovered to be in excess of 500 ppm above background will be flagged, recorded, and reported to the Reno County MSWLF immediately. Adjustments to nearby gas collection devices and/or cover maintenance shall be performed in an attempt to alleviate the exceedance prior to the location being re-monitored within 10 calendar days of the original detection.

The estimated time and materials cost for Task 3 is \$4,800 per quarter if no exceedances are detected. However, in the event exceedances are detected, the associated costs for subsequent re-monitoring will be added to this task on a time and materials basis. The cost breakdown for this task is provided in Table 6.

Table 6 – Quarterly Surface Emissions Monitoring Fees

Item Description	Estimated Cost per Event	Events Through 2021	Cost through 2021
Quarterly Surface Emissions Monitoring	\$4,800	4	\$ 19,200
<b>Total Cost</b>			<b>\$19,200</b>

**2021 STANDARD FEE SCHEDULE**

<b>Labor Category</b>	<b>Rate</b>
Senior Project Advisor.....	\$235
Senior Project Director.....	\$210
Project Director .....	\$195
Project Advisor.....	\$180
Senior Project Manager .....	\$165
Project Manager.....	\$150
Senior Project Professional .....	\$135
Project Professional .....	\$120
Staff Professional.....	\$110
Designer/Graphics.....	\$105
Associate Professional.....	\$95
Senior Technician .....	\$80
Technician .....	\$70
Project Administrator .....	\$85
Administrative Assistant .....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

**General Terms:**

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2021. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

**Printing Services**

24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

**Support Vehicles**

Support Vehicle .....	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer.....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost <del>plus 15%</del>

**Per Diem and Travel**

Hotel, Airfare .....	Cost <del>plus 15%</del>
Full-Day Meal Allowance .....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

**Field Equipment and Supplies**

Track-mounted Geoprobe® .....	\$750.00 per day
All Terrain Vehicle (ATV/UTV) .....	\$75.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System .....	\$225.00 per day
Total Station Survey Equipment .....	\$120.00 per day
Misc. Survey Tools/Equipment.....	\$10.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID) .....	\$100.00 per day
Water Level Indicator (≤300 foot) .....	\$30.00 per day
Oil/Water Interface Probe .....	\$60.00 per day
pH/Temperature/Conductivity Meter (for water) .....	\$20.00 per day
Peristaltic Pump.....	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator .....	\$75.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine .....	\$120.00 per day
Flow-Thru Multi-Parameter Meter.....	\$150.00 per day
Turbidimeter .....	\$35 per day
Composite Sampler .....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera .....	\$10 per day
Expendable Equipment, Supplies & Rentals .....	Cost <del>+ 15%</del>



## Terms and Conditions For Professional Consulting Services

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Work Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.



6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.
13. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good

faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

14. **TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.
15. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.
16. **ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.
17. **TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.
18. **CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.
19. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.
20. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client

observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

- 21. GOVERNING LAW: Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

- 22. ENTIRE AGREEMENT—PRECEDENCE: These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS ENGINEERS:

RENO COUNTY, KANSAS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**AGENDA ITEM**

**INFORMATION:** Contract for Broadband and Phone Service with IdeaTek  
(From and Issue)

**PRESENTED BY:** Joe O’Sullivan, County Counselor

**AGENDA DATE:** February 9, 2021

**BACKGROUND** At the January 5, 2021 commission meeting, Information Services Director Mike Mathews presented an agenda item pertaining to new broadband and phone service options. The options presented were to stay with Cox Communications or to switch providers to IdeaTek. The commission and Mr. Mathews discussed the two options and what the cost was for the service. The two services were similar in that they both would provide 1 gigabit of Internet bandwidth and new IP Telephony system for all county phones. The proposals presented are shown below.

- IdeaTek – \$19605.00 one-time upfront cost and 5530.00 Per month for 60 months
- Cox – No upfront cost and \$8069.05 per month for 60 months

After discussing the options, the county commission voted to have the county administrator and county counselor to bring back a contract for service with IdeaTek.

**ALL OPTIONS**

1. Approve the contract with IdeaTek to provide broadband and phone service with an upfront cost of \$19,605 and monthly cost of \$5,530 for 60-month term.
2. Deny the contract and request revisions.

**RECOMMENDATION** Staff recommends option #1 that is pursuant to the direction approved by the commission on January 5, 2021.

**FISCAL IMPACT** Currently, we pay \$6,000 for phone service. The new agreement provides VoIP service and higher bandwidth for \$5,530 per month. The charge of \$19,605 is a one-time charge.

## SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between IdeaTek Telcom, LLC, a Kansas limited liability company, (hereafter "IdeaTek") with offices located at 111 Old Mill Lane, Buhler KS 67522, and Reno County, Kansas (hereafter, "Customer").

WHEREAS, Customer desires to enter into a service agreement with IdeaTek for services; and

WHEREAS, this Agreement is the result of competitive negotiation procedures.

### WITNESSETH

NOW THEREFORE in consideration of the mutual agreements herein contained, it is agreed by and between the parties hereto as follows:

1. PAYMENT. Customer shall pay for all monthly service charges as shown on the attached Term Sheet. Unless stated otherwise herein, monthly charges for Services shall begin upon installation. IdeaTek shall notify customer when installation / activation of Service is complete. Any amount not received within thirty (30) days of the receipt of the invoice and will be subject to a late charge at the maximum rate allowed by law. Customer shall pay the monthly fees specified in the Term Sheet attached to this contract and designated as "monthly total" for the use of the Services. Taxes will be separately stated on the Customer's invoice. If Customer is tax-exempt under Federal or state law, Customer may submit to IdeaTek a tax-exempt certificate which is valid with the appropriate taxing authority and IdeaTek will not assess the applicable tax to Customer. Customer shall notify IdeaTek if Customer's tax- exempt status changes during the term of this Agreement. No interest will be paid on deposits unless otherwise required by law.

2. USE. Customer may use the Services for any lawful purpose, provided that such purpose does not interfere with or impair service or the privacy of any communication over any of the facilities and equipment comprising the IdeaTek networks.

3. SERVICE DATE AND TERM. This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term specified in the attached Term Sheet. IdeaTek shall use reasonable efforts to make the Services available by the requested service date in this Agreement. IdeaTek shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from normal construction or for reasons beyond its control. If Service is provided on a month-to-month basis, Service shall continue until cancelled in writing by Customer. If Service is provided for a specific term as set forth in this Agreement, then Customer may terminate Service by providing 30 day advance written notice to IdeaTek, however, Customer may be subject to a termination liability as set forth in Section 8 of this Agreement unless the termination is due to default or breach of this Agreement by IdeaTek.

4. CUSTOMER RESPONSIBILITIES. Customer is responsible for arranging all necessary rights of access within the Service premises, including space for cables, conduits, and equipment as necessary for IdeaTek-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by IdeaTek. Such access shall include provision for 24/7 access to said equipment and facilities and, if necessary, temporary provisioning of cable and electronic equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for IdeaTek's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties.

5. EQUIPMENT. Customer agrees that IdeaTek shall retain all rights, title and interest to facilities and equipment installed by IdeaTek thereunder and that Customer shall not create or permit

to be created any liens or encumbrances on such equipment. Upon disconnection of the Services, IdeaTek shall remove its equipment and shall have the right, but not the obligation, to remove all other IdeaTek owned facilities from any applicable premises. IdeaTek shall use reasonable efforts to maintain the Services at no cost to Customer provided, however, that IdeaTek shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish and IdeaTek may assess Customer a charge for any service call when no trouble is found in IdeaTek's facilities.

6. DEFAULT. If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, and if such failure continues for ten (10) days after IdeaTek gives written notice to Customer of same, then IdeaTek, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies as may be provided at law or in equity, including the applicable termination liabilities in Section 8. IdeaTek shall be in Default under this Agreement if it fails to comply with the terms of this Agreement and such failure continues for ten (10) days after Customer gives written notice to IdeaTek.

7. LIMITATIONS OF LIABILITY. If the Service is unavailable, interrupted, degraded, or experiences a service interruption or outage for any reason, Customer's sole and exclusive remedy shall be the credit allowances in Section 9 or its right to terminate this Agreement as provided herein. IdeaTek shall not be liable for any damages for services or equipment of others or for any act or omission of any entity furnishing to customer services or equipment used with the services. IdeaTek shall be entitled to take and shall have no liability for any action necessary, including disconnection, to bring the services into conformance with any governmental mandate. In no event shall IdeaTek be liable for any special, consequential, indirect, exemplary or punitive damages as a result of its performance or nonperformance of this Agreement.

8. TERMINATION. Customer, at its sole option, may terminate this Agreement for any reason, provided, however, that all sums for Services rendered shall become immediately due and payable. If Services are subject to a specific term as set forth in this Agreement, Customer shall be liable for a termination liability which shall be equal to all charges for Services rendered to date of termination; plus the monthly recurring charge (MRC) for Services for the remaining term selected by Customer.

IdeaTek may terminate or offer an amendment to any service(s) which is part of this Agreement where regulatory changes, technological changes, increases in associated resale costs and/or other direct costs, or other unknown factors (at this time), cause an unreasonable increase (in IdeaTek's judgement) in the costs of providing such service(s), provided such termination will not incur a termination penalty to the Customer.

9. SERVICE INTERRUPTIONS/CREDIT ALLOWANCES. Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A credit allowance will be given when the Service is interrupted, except as specified below. A Service Interruption is not a Default under this Agreement but may entitle Customer for credit allowances as provided herein. An interruption period begins when Customer reports an interruption in Service to IdeaTek. Credit allowances shall not apply to interruptions: (i) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents, (ii) due to failure of power or other equipment provided by Customer or others; (iii) during any period in which IdeaTek is not allowed access to the Service premises; (iv) due to maintenance and repair operations scheduled in advance with Customer; (v) caused by fiber cuts or other wiring cuts on the premises of Customer (unless caused by IdeaTek); (vi) caused by an outage in Customer's internal network, internal wiring, Private Branch Exchange (PBX) or multiplexers; (vii) caused by an outage in Customer's long distance IdeaTek's network or switching equipment; or (viii) force majeure.

Interruption Length	Percentage MRC Credit	Percentage MRC Credit Ring Protected
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Less than 5 minutes (99.99% availability)	None	None
5 minutes up to 2 hrs	10% of MRC	20% of MRC
2 hours up to 4 hrs	25% of MRC	50% of MRC
greater than 4 hrs	50% of MRC	100% of MRC

The Service Interruption Credit amount will be based upon the MRC for the Services affected by the Service Interruption as reasonably determined by IdeaTek. For an example, if the Customer has a multi-site network and experiences a loss of service for more than 1 hour to one site on that network, Customer will be issued a credit, as described above, based upon the MRC applicable to the affected site only. All credits for Service Interruptions must be requested by Customer within 10 business days of Service Interruption and request must be made to IdeaTek’s Customer Service Department. Please include your Trouble Ticket number for credit verification. In no event shall the Credit allowance to Customer in any thirty (30) day period exceed one month’s MRC. In the event Service is interrupted for a period of forty-eight (48) hours, and it is determined by the Parties that the interruption is not caused by Customer or caused by Customer’s equipment not owned or provided by IdeaTek, Customer may elect to terminate the Agreement immediately and shall not be charged any termination liability. Regardless of the cause and length of the service interruption, Ideatek will ensure emergency protocols are established so the Customer can continue to make and receive calls.

10. INDEMNITY. To the extent permitted by law and the Reno County Contractual Provisions Attachment,, IdeaTek, its affiliates, and each of their respective owners, directors, employees, officers and agents shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities or damages (collectively “Claims”) arising from use of Services pursuant to this Agreement involving: (i) Claims of third parties, including patrons or end users of Customer, arising out of, resulting from, or related to the Customer’s resale or attempted resale of the Services; (ii) Claims for libel, slander, invasion of privacy, or any infringement of copyright or other intellectual property rights arising from any communication using the Services; (iii) claims arising out of any act or omission of Customer, or end users of Customer, in connection with the Services made available to Customer including claims, without limitation, for all litigation costs, reasonable attorneys’ fees and court costs, settlement payments, and any other damages awarded or resulting from any such Claims to the extent allowed by law.

11. ASSIGNMENT. Either party may assign this Agreement to any entity merging with a party, or to any entity acquiring substantially all of the assets of a party upon prior notice to the other party, and provided that the assignee shall agree to be bound by the terms and conditions of this Agreement.

12. WARRANTIES. There are no agreements, warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the Services except those expressly set forth herein.

13. REGULATORY AUTHORITY-FORCE MAJEURE. This Agreement may be subject to filing with the regulatory authority with jurisdiction over the Services. If this Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit IdeaTek to make an appropriate filing. In some states, this Agreement may not be effective until approved by such regulatory authority. If this Agreement and/or the related filing documents are not approved by the applicable regulatory authority, IdeaTek may terminate this Agreement. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, as amended. Additional terms and conditions contained in tariffs on file with regulatory authorities are incorporated herein. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.



14. TROUBLE REPORTS. IdeaTek shall maintain a 24 hour-a-day, 7 days-a-week point-of-contact for staff to report service troubles, outages or service interruptions. Trouble Reports received by IdeaTek will be responded to within one (1) hour after receipt of the Trouble Report. IdeaTek will endeavor to cure the issue addressed in the Trouble Report within two (2) hours after receipt of the Trouble Report.

15. SERVICE INSTALLATION. IdeaTek shall use commercially reasonable effort to install, provision and make the Services available for Customer's use within time frame estimates provided to customer at time of installation. Service availability shall mean that IdeaTek has completed its obligations to install the IdeaTek equipment and facilities set forth in the Agreement necessary to provide Customer the Services. Installation Delays outside of IdeaTek's control may occur from time to time and in this event IdeaTek will notify customer.

16. AGREEMENT MODIFICATION. This Agreement may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between IdeaTek and Customer. The rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

17. E-RATE CUSTOMERS. Customers seeking reimbursement under the Federal Universal Service Fund agree that it is the customer's responsibility to file for such reimbursement (E-Rate funding). If E-Rate funding is denied or decreased by the Schools and Libraries Division of USAC, IdeaTek may then elect to decrease the level of Services provided, invoice customer for the unpaid balance of this service contract not fulfilled by E-Rate funding, or terminate this agreement at its exclusive option. Customer invoice will be credited at the time of E-Rate reimbursement receipt.

18. TAXES AND FEES. Customer agrees that the Services rendered may be subject to additional taxes, franchise fees, and other government- mandated fees which IdeaTek is obligated to collect and remit for and/or to different governmental entities and such taxes and fees will be in addition to any quoted service rates.

19. SURCHARGES. Consistent with industry-standards, Customer agrees IdeaTek may charge surcharges associated with taxes and surcharges imposed on IdeaTek for doing business within certain jurisdictions and to recover costs related to the administration of the same. The taxes, for which IdeaTek seeks reimbursement through these surcharges, are not covered by the standard tax exemption rules except that the fee to recover administrative costs is covered by the same exemption rules as applies to the Federal Universal Fund Surcharge. The taxes recovered through the surcharges are true costs of doing business to IdeaTek. The surcharges are applied to every customer unless prohibited by customer contract or, in the case of the administrative expense fee, applied to every customer unless exempt from the Federal Universal Fund Surcharge. Such surcharges will be in addition to any quoted service rates.

20. VOICE SERVICES. IdeaTek will provide a backup battery service for telephone service utilizing a UPS and that UPS will remain the property of IdeaTek if purchased by the customer. If IdeaTek does not provide backup battery service for IdeaTek services utilizing a UPS, you must provide the backup battery and it will remain your responsibility in all respects. In the event of a power outage, your telephone Service should continue to operate for up to four hours with the backup battery that IdeaTek provides. If the modem that supplies your telephone Service is disconnected or removed and the battery is not charged, Service, including access to E911, will not be available. IdeaTek uses your telephone Service address to identify your location for E911 Service. Tampering, modifying, or changing any equipment or cabling installed or maintained by IdeaTek IS DANGEROUS and may result in service outages, including outages of emergency 911 service. You understand that telephone services selected are provided by IdeaTek Telcom, LLC and that such services may be subject to rates, terms and conditions contained in tariffs on file with, as well as the regulations of, the Kansas State Corporation Commission, and/or the Federal Communications. IdeaTek is required to provide service to all reasonable requests in its designated service area(s). Unresolved questions concerning service availability can be directed to the Kansas Corporation Commission's Office of Public Affairs and

Consumer Protection department at 800.662.0027 or public.affairs@kcc.ks.gov.

21. RENO COUNTY CONTRACTUAL PROVISIONS. The Provisions found in the Reno County Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Contract and made a part hereof.

22. MISCELLANEOUS PARAGRAPHS. The following paragraphs are elected by both parties to be included in the contract:

- a) Customer shall pay the one-time charges as set forth in Exhibit B attached to this Agreement within thirty (30) days of the receipt of the invoice for said charges.

IN WITNESS WHEREOF, the parties have executed this Services Agreement effective for all purposes as of this date: \_\_\_\_\_

**IDEATEK TELCOM, LLC**  
**("Ideatek")**

**RENO COUNTY, KANSAS**  
**("Customer")**

By: \_\_\_\_\_  
Nathan Oswald  
Director of Sales

By: \_\_\_\_\_  
Randy Partington  
County Administrator

**Exhibit A – TERM SHEET**

Contract Term: **5 Years**

**Monthly Services**

**Internet**

	<b>Price</b>	<b>Qty</b>	<b>Total</b>
Enterprise Gigabit Symmetric (1000/1000 Mbps)	\$ 1,000.00	1	\$ 1,000.00*

206 W 1st Ave Hutchinson KS 67501 Scalable to 10g at any point.

\*NO CHARGE UNTIL RENO COUNTY FINISHES CURRENT PHONE CONTRACT WITH COX COMMUNICATIONS WHICH SHALL BE NO LATER THAN DECEMBER 1, 2021.

**Phone**

Hosted Phone User	\$ 10.00	400	\$ 4,000.00
Analog Service	\$ 10.00	50	\$ 500.00
IP Speaker User Fee	\$ 5.00	6	\$ 30.00

**Monthly Total \$ 5,530.00**

**Exhibit B – ONE TIME CHARGES**

	Price	Qty	Total
Build Cost	\$ 15,000.00	-	\$ 15,000.00
Equipment Charges Algo 8301	\$ 395.00	3	\$ 1,185.00
- County Health Department			
- Public Works Department			
Algo 8373			
- Court Services Building			
Equipment Charges	\$ 345.00	6	\$ 2,070.00
Algo 8180			
Sip Loud speaker			
- County Youth Services			
- Auto			
- South Hutchinson Warehouse outside loudspeaker	\$ 150.00	9	\$ 1,350.00
Build Cost			
Ethernet Drops for Algo devices			
	<b>ONE-TIME TOTAL</b>		<b>\$ 19,605.00</b>

## RENO COUNTY, KANSAS CONTRACTUAL PROVISIONS ATTACHMENT

This Attachment 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 Contract form must be altered to contain the following provision:

"The Provisions found in the Contractual Provisions Attachment, 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 dated or having an effective date of 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 the District Court of Kansas located in Reno County, Kansas.
3. **Termination Due to Lack of Funding Appropriation:** This Contract is governed by the Kansas Cash-Basis Law (K.S.A. 10-1102 et seq.). If, in the judgment of the Board of County Commissioners of Reno County, Kansas, sufficient funds are not appropriated or available to continue the function(s) performed in this agreement and for the payment of charges or fees hereunder, the County may terminate this agreement at the end of its current fiscal year. The County agrees to give written notice of termination to Contractor/Vendor at least 90 days prior to the end of its current fiscal year. Contractor shall have the right, following the effective date of the notice of termination, to take possession of any equipment provided to the County under the Contract. The County will pay to the contractor all regular contractual payments incurred prior to the effective date of the termination, plus contractual charges, if any, incidental to the return of the equipment. In the event the Contract transferred title of the equipment to the County, title to any such equipment shall revert to the contractor as of the effective date of the termination. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the County.
4. **Disclaimer of Liability:** No provision of this Contract will be given effect that attempts to require Reno County, Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of Reno County Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the County or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, Reno County and its agencies do not agree to pay attorney fees, costs, or late payment charges except as hereinafter provided; and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to Reno County, Kansas or its agencies, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. To the extent that either party hereto makes a claim for injunctive relief, the awarding of any such relief shall be based upon the presentation of evidence to the Kansas District Court showing entitlement to the same.
6. **Prompt Payment For Goods and Services; Interest Payment Penalty, Rate:** Reno County agrees to make payment of the full amount due for goods and services provided by Contractor in accordance with this Contract no later than 30 days following the date of receipt by the County or its Agency of the goods and services or the date of receipt by the County or its Agency of the invoice or bill therefor, whichever is later unless other provisions for payment are agreed to in writing by the Contractor/Vendor and the County. No goods or services shall be deemed to be received by the County until all such goods or services are completely delivered and finally accepted by the County. For purposes of determining whether a payment was made in

accordance with this paragraph, a payment by the County shall be considered made on the date on which the warrant or check for such payment is dated. The County shall be liable for an interest penalty for any payment not received by the Contractor/Vendor by the date prescribed herein, the same to be calculated at the rate of 1.5% per month on the amount of the payment which is due and payable in accordance with this provision.

7. **Default; Remedies:** The County shall not be considered in default of the Contract for non-payment of fees, nor shall the Contractor/Vendor be entitled to repossess any equipment or goods provided by Contractor to County for any alleged breach of the Contract, unless and until the Contractor shall have provided the County with fifteen (15) days written notice of non-payment or default and of the County's right to cure such default within said fifteen (15) days. In the event the County is determined to be in default of this Contract, Contractor shall be entitled to only such legal and equitable remedies, including injunctive relief, as may be determined by the Kansas District Court or which such remedies may otherwise be agreed upon by the parties pursuant to a written settlement agreement.
8. **Representative's Authority to Contract:** By signing this Contract, the representative of the Contractor/Vendor thereby represents that such person is duly authorized by the Contractor/Vendor to execute this Contract on behalf of the Contractor/Vendor and that the Contractor/Vendor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** Reno County shall not be responsible for, nor indemnify a Contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** Reno County shall not be required to purchase any insurance against any loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require it to establish a "self-insurance" fund to protect against any loss or damage.
11. **Non-Renewal of Lease:** To the extent the Contract is intended to be or can be construed as a lease, it shall not automatically renew itself beyond the expiration date of its original term, when said expiration date occurs more than two (2) years beyond the date or effective date of the Contract. Any such renewal or extension of the original Contract term shall require the written consent of both the Contractor/Vendor and the County. At the conclusion of any lease term without renewal, the Contractor/Vendor shall be required at its expense to retake possession of any equipment or goods provided. Reno County will not be responsible for payment of any additional fees or other charges assessed by the Contractor in connection with said termination other than such lease payments and other associated charges required to be paid by the County for the then current term.
12. **Amendment:** This Contract may be amended only by subsequent written agreement between the Parties.



## AGENDA ITEM #7E

### **Maintenance & Purchasing Monthly Report 2-1-2021**

**Harlen Depew, Director**

**Staffing:** The Maintenance & Purchasing Dept. currently has openings for two first shift Maintenance Technicians and three custodial workers. We've had two custodial positions open for most of 2020 but our work load has been somewhat lighter in this area due to changes in our routine due to the COVID 19 pandemic. At this point we are slowly transitioning back to pre-pandemic work assignments, and two more retirements are coming in the next few months. We had a 1<sup>st</sup> shift retirement last Fall, and another tech that resigned to move out of State, so we're looking to fill those spots as well.

#### **Budget YTD summary**

We have had no large, unanticipated expenses during the month of January, so our budget is in good shape for this time of year.

#### **Projects/Issues/Challenges/Concerns**

Maintenance employees have been very busy with our routine planned maintenance tasks and daily response to maintenance requests, while also assisting contractors, both on the LEC remodel and the courthouse improvement projects.

The Courthouse projects include window restoration, general weatherization, plaster repairs and repairs to the courthouse dome. Contractor employees are now on site and have been staging equipment and prepping to start removing windows for restoration starting next week.

Purchasing staff has spent a considerable amount of time assisting the Reno County Health Department with purchasing supplies needed for the COVID vaccine PODs among other things. These items have included paper, hand sanitizer, towels, bottled water and tea, as well as numerous items for mobile computing, printers, and so forth.

Our biggest challenge at the present time is the shortage of qualified applicants for our open positions, but the department is staffed by many fantastic employees who continue to do a phenomenal job of picking up the slack and doing whatever is asked of them.



## AGENDA REQUEST

**AGENDA  
ITEM #7F**

**INFORMATION:** Planning Case #2020-09 – A request by the Reno County Planning Commission for a series of text amendments to the April 2016 Edition of the Reno County Zoning Regulations regarding Commercial Wind Energy Conversion Systems.  
(From and Issue)

**PRESENTED BY:** Don Brittain – Public Works Director and Mark Vonachen – County Planner II

**AGENDA DATE:** 2/9/2021

**BACKGROUND** The text amendments under consideration are as follows:

Amending the Table of Contents page by adding Article 23, Commercial Wind Energy Conversion Systems (CWECS) Regulations to the April, 2016 Reno County Zoning Regulations.

Amending Article 15-105(14) of the April, 2016 Reno County Zoning Regulations in its entirety and substituting therefore a reference to a new Article 23 pertaining to commercial wind energy conversion systems (CWECS).

Adding Article 23 to the April, 2016 Reno County Zoning Regulations, pertaining to Commercial Wind Energy Conversion Systems (CWECS).

In December of 2019 the County Commissioners directed staff to begin the public hearing process of zoning the rest of southeast Reno County. The County Commissioners also requested staff and the Planning Commission to review the current commercial wind regulations and determine if updated regulations were necessary. If updated regulations were necessary, the County Commissioners gave specific direction to not create regulations so restrictive it effectively prohibits commercial wind in the County. Any regulations that are perceived in doing such will not be adopted.

On April 6, 2020, the rest of southeast county was zoned by the County Commissioners.

On May 21, 2020 the Planning Commission formally adopted an Order outlining the procedure they will follow to consider adopting new commercial wind regulations.



On June 18, 2020 the Planning Commission held a public meeting in order to receive input from the public on whether the current commercial wind regulations need updating and if so what content should be considered in the regulations. It is noted that there is no statutory requirement to hold such a meeting. The Planning Commission requested public input in this procedure that was outside of a public hearing process. At the end of this meeting, the Planning Commission directed staff to provide a draft copy of new commercial wind regulations. A sub-committee consisting of Don Brittain, Director of Public Works, Russ Goertzen, Planning Commission Chairman, and Mark Vonachen, County Planner II was formed to write the draft.

On July 23, 2020, the Planning Commission reviewed the first draft of the regulations and requested changes.

On August 20, 2020 the Planning Commission reviewed the second draft of the regulations and requested additional changes. At the end of the meeting the Planning Commission set a public hearing date for September 17, 2020 at the Kansas State Fairgrounds.

On September 17, 2020 the Planning Commission held a public hearing on the draft regulations. The Planning Commission closed the public hearing portion of the meeting and continued the case to the next month to review all submitted public information and public comments.

At a special meeting date of October 13, 2020 and the regular meeting date of November 19, 2020 the Planning Commission reviewed all of the submitted documents and public comments. The Planning Commission made several changes to the public hearing draft regulations at these meetings.

At the December 17, 2020 meeting, the Planning Commission reviewed the draft document and made some minor changes. At the end of the meeting, the Planning Commission recommended approval of the three draft documents by a 5-1 vote.

On January 19, 2021, the County Commissioners held a study session with staff to gather more information on the recommended amendments passed by the Planning Commission.

## **ALTERNATIVE**

The County Commissioners have several options with this request:

- Approve the amendments as submitted by the Planning Commission.
- Approve the amendments with changes.
- Table the amendments to study the documents further.
- Table the amendments and refer them back to the Planning Commission for further study or to have specific questions answered.
- Deny the amendments as submitted by the Planning Commission. Denying the amendments will require the entire public hearing process to begin again if the County Commissioners still request new regulations.

**RECOMMENDATION** Consideration of the Planning Commission recommendation.

**FISCAL IMPACT** N/A

**Zoning Regulations  
Table of Contents  
Reno County, Kansas**

-0-

**ARTICLE 1.... TITLE; PURPOSE; DEFINITIONS; DISTRICT AND GENERAL REGULATIONS .... 1-1**

Sections:

1-101	Title and Authority .....	1-1
1-102	Purpose .....	1-1
1-103	Jurisdiction .....	1-1
1-104	Definitions .....	1-2
1-105	Districts.....	1-20
1-106	General Regulations Governing All Zoning Districts .....	1-22
1-107	Vesting of Development Rights .....	1-23

**ARTICLE 2.... "AG" AGRICULTURAL DISTRICT REGULATIONS..... 2-1**

Sections:

2-101	Purpose .....	2-1
2-102	Use Regulations.....	2-1
2-103	Performance Standards .....	2-2
2-104	Parking Regulations.....	2-2
2-105	Off-Street Loading Regulations.....	2-2
2-106	Sign Regulations.....	2-2
2-107	Height, Area, and Bulk Regulations.....	2-2
2-108	Supplementary Height, Area and Bulk Regulations.....	2-2
2-109	Supplementary Use Regulations.....	2-3

**ARTICLE 3.... "R-1" RURAL RESIDENTIAL DISTRICT REGULATIONS..... 3-1**

Sections:

3-101	Purpose .....	3-1
3-102	Use Regulations.....	3-1
3-103	Performance Standards .....	3-1
3-104	Parking Regulations.....	3-1
3-105	Off-Street Loading Regulations.....	3-1
3-106	Sign Regulations.....	3-2
3-107	Height, Area, and Bulk Regulations.....	3-1
3-108	Supplementary Height, Area and Bulk Regulations.....	3-2
3-109	Supplementary Use Regulations.....	3-2

**ARTICLE 4.... "R-2" SUBURBAN RESIDENTIAL DISTRICT REGULATIONS..... 4-1**

Sections:

4-101	Purpose .....	4-1
4-102	Use Regulations .....	4-1
4-103	Performance Standards .....	4-1
4-104	Parking Regulations.....	4-1
4-105	Off-Street Loading Regulations.....	4-1
4-106	Sign Regulations.....	4-2
4-107	Height, Area, and Bulk Regulations .....	4-2
4-108	Supplementary Height, Area and Bulk Regulations.....	4-2
4-109	Supplementary Use Regulations.....	4-2

**ARTICLE 5.... "R-3" SINGLE-FAMILY RESIDENTIAL DISTRICT REGULATIONS ..... 5-1**

Sections:

5-101	Purpose .....	5-1
5-102	Use Regulations.....	5-1
5-103	Performance Standards .....	5-1
5-104	Parking Regulations.....	5-1
5-105	Off-Street Loading Regulations.....	5-1
5-106	Sign Regulations.....	5-1
5-107	Height, Area, and Bulk Regulations .....	5-1
5-108	Supplementary Height, Area and Bulk Regulations.....	5-2
5-109	Supplementary Use Regulations.....	5-2

**ARTICLE 6.... "V-1" VILLAGE DISTRICT REGULATIONS.....6-1**

Sections:

6-101	Purpose .....	6-1
6-102	Use Regulations .....	6-1
6-103	Performance Standards .....	6-1
6-104	Parking Regulations.....	6-1
6-105	Off-Street Loading Regulations.....	6-1
6-106	Sign Regulations.....	6-1
6-107	Height, Area, and Bulk Regulations .....	6-1
6-108	Supplementary Height, Area and Bulk Regulations.....	6-2
6-109	Supplementary Use Regulations.....	6-2

**ARTICLE 7.... "FRD" FLOODWATER RETARDING DAM BREACH IMPACT DISTRICT .....7-1**

Sections:

7-101	Purpose .....	7-1
7-102	Findings of Fact.....	7-1
7-103	General Provisions.....	7-2
7-104	Establishment of Zoning District.....	7-3
7-105	Permitted Uses.....	7-3
7-106	Permit Required.....	7-3

**ARTICLE 8.... PLAN APPROVAL GUIDELINES.....8-1**

Sections:

8-101	Purpose .....	8-1
8-102	Application, Review, Approval Procedure .....	8-1
8-103	Development Plan.....	8-2
8-104	Development Plan - Planning Commission Review.....	8-2
8-105	Development Plan - Phasing, Time Restrictions .....	8-3
8-106	Appeals of Planning Commission Action on Development Plans .....	8-4
8-107	Remedies for Noncompliance.....	8-4

**ARTICLE 9.... PERFORMANCE STANDARDS.....9-1**

Sections:

9-101	Purpose .....	9-1
9-102	Performance Standards - District "AG" .....	9-1
9-103	Performance Standards - Districts "AG", "R-1", "R-2", "R-3", and "V-1" .....	9-3
9-104	Performance Standards - Conditional Uses .....	9-5

**ARTICLE 10.. PARKING REGULATIONS .....10-1**

Sections:

10-101	Parking Requirements.....	10-1
10-102	Interpretation of the Chart .....	10-3
10-103	Joint Use and Off-Site Facilities.....	10-3
10-104	Design Standards .....	10-4
10-105	Performance Standards .....	10-4

**ARTICLE 11.. OFF-STREET LOADING REGULATIONS .....11-1**

Sections:

11-101	Requirements.....	11-1
11-102	Interpretation of the Chart .....	11-1
11-103	Mixed Uses of One Building .....	11-1
11-104	Design Standards .....	11-2

**ARTICLE 12.. SIGN REGULATIONS .....12-1**

Sections:

12-101	Requirements .....	12-1
--------	--------------------	------

**ARTICLE 13.. DISTRICT HEIGHT, AREA AND BULK REGULATIONS .....13-1**

**ARTICLE 14.. SUPPLEMENTARY HEIGHT, AREA AND BULK REGULATIONS .....14-1**

Sections:

14-101 Application ..... 14-1  
14-102 Modification of Height Regulations ..... 14-1  
14-103 Modification of Area Regulations ..... 14-1

**ARTICLE 15.. SUPPLEMENTARY USE REGULATIONS; CONDITIONAL USES; ACCESSORY USES; PROHIBITED USES .....15-1**

Sections:

15-101 Conditional Uses - Purpose and Intent ..... 15-1  
15-102 Application of Conditional Uses ..... 15-1  
15-103 Qualifications of Existing Conditional Uses ..... 15-2  
15-104 Additions and Changes to Conditional Uses ..... 15-2  
15-105 Conditional Uses Enumerated ..... 15-2  
15-106 Continuance of a Conditional Use ..... 15-13  
15-107 Accessory Uses ..... 15-13  
15-108 Eligibility for Accessory Use ..... 15-13  
15-109 Accessory Uses Allowed ..... 15-13  
15-110 Specialty Accessory Uses ..... 15-16  
15-111 Prohibited Uses ..... 15-16

**ARTICLE 16.. NONCONFORMING USES .....16-1**

Sections:

16-101 Nonconforming Lots of Record ..... 16-1  
16-102 Nonconforming Use of Land ..... 16-2  
16-103 Nonconforming Use of Structures ..... 16-2  
16-104 Discontinuance of Nonconforming Uses ..... 16-2  
16-105 Destruction of a Nonconforming Use ..... 16-2  
16-106 Intermittent Use ..... 16-2  
16-107 Existence of a Nonconforming Use ..... 16-2  
16-108 Amortization of Nonconforming Uses ..... 16-2

**ARTICLE 17.. THE BOARD OF ZONING APPEALS .....17-1**

Sections:

17-101 Organization and Procedure ..... 17-1  
17-102 Powers and Duties ..... 17-1  
17-103 Variances ..... 17-2  
17-104 Special Exceptions ..... 17-3  
17-105 Guidelines for Conditions ..... 17-3  
17-106 Application ..... 17-4  
17-107 Stay of Proceedings ..... 17-4  
17-108 Public Hearing ..... 17-4  
17-109 Findings and Records of Proceedings ..... 17-5

17-110 Lapse of Special Exception or Variance.....	17-5
17-111 Decisions of the Board.....	17-5

**ARTICLE 18.. ADMINISTRATION .....18-1**

Sections:

18-101 Enforcement.....	18-1
18-102 Zoning Permit.....	18-1
18-103 Application for Zoning Permit.....	18-1
18-104 Fees.....	18-1
18-105 Issuance of Zoning Permit.....	18-1
18-106 Revocation of Zoning Permit.....	18-1
18-107 Stop Order.....	18-2
18-108 Period of Validity.....	18-2
18-109 Change in Use.....	18-2
18-110 Administrative Permit.....	18-2
18-111 Administrative Permit, Nonconforming Mobile Home or Noncompliant Manufactured Home.....	18-2
18-112 Vesting of Development Rights.....	18-2

**ARTICLE 19.. SPECIAL EVENTS .....19-1**

Sections:

19-101 Purpose and Intent.....	19-1
19-102 Special Events Defined.....	19-1
19-103 Special Events Not Requiring a Permit.....	19-1
19-104 Special Events Subject to an Administrative Permit.....	19-2
19-105 Special Events Subject to Governing Body Approval.....	19-3
19-106 Application and Fee.....	19-3

**ARTICLE 20.. AMENDMENTS .....20-1**

Sections

20-101 Who May Petition or Apply.....	20-1
20-102 Procedures for Consideration of Request for Amendments, Revisions or Changes.....	20-1
20-103 Referral of Amendments to Cities.....	20-3
20-104 Factors to be Considered.....	20-3
20-105 Traffic and/or Other Studies.....	20-5
20-106 Limitations on Reapplication for Amendments.....	20-6

**ARTICLE 21.. INTERPRETATION, CONFLICT, REMEDIES AND PENALTY .....21-1**

Sections:

21-101 Interpretation and Conflict.....	21-1
21-102 Remedies Available.....	21-1
21-103 Penalty.....	21-1

**ARTICLE 22.. MISCELLANEOUS..... 22-1**

Sections:

22-101 Validity..... 22-1  
 22-102 Accrued Rights and Liabilities Saved..... 22-1  
 22-103 Severability..... 22-1  
 22-104 Effective Date..... 22-1  
 22-105 Repealing Clause..... 22-1

**ARTICLE 23...COMMERCIAL WIND ENERGY CONVERSION SYSTEM (CWECS) REGULATIONS.....23-1**

Sections:

23-101 Purpose and Intent..... 23-1  
 23-102 Applicability..... 23-1  
 23-103 Definitions..... 23-1  
 23-104 Circumstances Requiring Application of the CWECS..... 23-2  
 23-105 Content of a Development Plan and Plan of Operation..... 23-2  
 23-106 Documents, Plans, Studies, Reports, Other Permits..... 23-3  
 23-107 Additional Required Topics to be Included in Submittals..... 23-5  
 23-108 Special Regulations Applicable for a Conditional Use Permit for a CWECS..... 23-10  
 23-109 Agreements and Requirements ..... 23-10  
 23-110 Requirements for a Zoning Permit..... 23-12  
 23-111 Construction Requirements..... 23-13

<u>Amendment</u>	<u>Resolution</u>	<u>Approval Date</u>
Add Article 23		



## Proposed text amendment to Article 15-105(14)

### Additions are underlined. Deletions are struck through

14. A Commercial Wind Energy Conversion System shall be subject to the provision of the following:  
Article 23.

A. ~~Wind Energy Conversion System shall meet the following setback requirements:~~

(1) ~~No turbines shall be located closer than 500 feet from public roads, measured from the nearest edge of the right of way or public road easement, or the total height of the turbine plus 50 feet, whichever is greater. No turbines shall be located closer than 500 feet from property lines of any property not included in the CUP, or the total height of the turbine plus 50 feet, whichever is greater. No turbine shall be located closer than the length of the blade plus 50 feet to a property line which abuts other property included in the CUP or under the same general lease agreement for the Wind Energy Conversion System.~~

(2) ~~For property where the residential structure is on land that is leased and owned by the same owner, turbines shall be located no closer than the total height of the turbine plus 50 feet from a common agricultural / residential accessory structure.~~

(3) ~~No turbine shall be located closer than 1,000 feet from a non-participating residential structure.~~

~~For the purposes of the above requirements, a "participating residential structure" means a residential structure on the same land under lease or contract with a wind company; and a "non-participating residential structure" means a residential structure on land not under lease or contract with a wind company.~~

B. ~~Maintaining continuous liability insurance coverage in an amount not less than \$1,000,000.00 with the County named as an additional insured. In lieu of such coverage the permit holder may provide an indemnification agreement satisfactory to the County.~~

**Sections:****23-101 Purpose and Intent****23-102 Applicability****23-103 Definitions****23-104 Circumstances Requiring Application of the CWECS****23-105 Content of a Development Plan and Plan of Operation****23-106 Documents, Plans, Studies, Reports, Other Permits****23-107 Additional Required Topics to be Included in Submittals****23-108 Special Regulations Applicable for a Conditional Use Permit for a CWECS****23-109 Agreements and Requirements****23-110 Requirements for a Zoning Permit****23-111 Construction Requirements****DRAFT****1/29/21****23-101 Purpose and Intent:**

The purpose of this Article is to ensure a regulatory means of facilitating wind energy development of a Commercial Wind Energy Conversion System within the unincorporated portion of Reno County having zoning jurisdiction by providing reasonable requirements for the submittal of proposals for the establishment of a CWECS to provide adequate information to the officials of Reno County charged with the responsibility to review said proposals.

To the extent there are conflicts between the requirements of Article 23 and other provisions of the Reno County Zoning Regulations, it is intended that the requirements of Article 23 shall control the interpretation of the Zoning Regulations.

**23-102 Applicability:**

All CWECS development within this Article, as described herein, shall comply with the standards and procedures of this Article and those required for a Conditional Use Permit as stated in Articles 8 and 15. It shall be understood the "timeline" restrictions in Articles 8 and 15 are not applicable to a CWECS project because of the overall time for the development and construction.

Placement of a small Wind Energy Conversion System shall be permitted as an accessory use as defined in Article 9-102(4) and Article 9-103(4) of the Zoning Regulations.

Article 20-104(2) of the Zoning Regulations shall not be used to modify, adjust, or change any requirement under Article 23.

**23-103 Definitions:**

1. Commercial Wind Energy Conversion System means an electrical generating facility that operates by converting the kinetic energy of wind into electrical energy and is comprised of one or more turbines and accessory facilities, including but not limited to, ancillary operational meteorological towers, overhead and underground communication and electrical transmission lines, transformers, substations, roads, administrative and operations buildings, turbines, supervisory control and data acquisition (SCADA) facilities, and other associated facilities. The energy may be used on-site or distributed into the electrical grid. A CWECS is further defined as producing 100kW of electricity or greater.

2. Participating landowner means an individual, a group of individuals, a trust, or other entity owning real property who or which has signed a lease agreement with the owner or operator of a commercial wind energy conversion system project for the placement of turbines, other project components on the real property, or otherwise agrees to participate in the wind energy project.
3. Non-participating landowner means an individual, group of individuals, a trust, or other entity owning real property who or which has not signed a lease agreement with the owner or operator of a commercial wind energy conversion system project for the placement of turbines or other project components on the real property.
4. Qualified third-party company means an independent individual or entity that is not owned by, operated by, or a subsidiary of the current owner or subsequent owners of a CWECS or a property owner within the project boundary, who is qualified to perform the required analysis.
5. A turbine means the total structural components used to convert the wind's kinetic energy into electrical energy.
6. The total height of the turbine means measuring from the elevation of the ground surface at the base of the turbine up to the height of the turbine measured at the highest point of the blade system during its rotation.
7. Accessory building shall have the same meaning as defined in Article 1-104(4) of the Zoning Regulations.
8. Principal building shall mean a primary residential structure. A principal residential structure shall not include a guest house or buildings whose purpose is to store equipment, commodities, or animals.

**23-104 Circumstances Requiring Application of the CWECS Article:**

The following circumstances require application of this Article and sets standards and procedures within the designated Article:

1. An application for a Conditional Use Permit for a CWECS; or
2. An application for a conditional use permit for an expansion of a CWECS beyond the area previously approved by a conditional use permit.
3. Each application for a conditional use permit shall include a written agreement by the Applicant to reimburse the County for all unusual and extraordinary expenses incurred by the County to process the application and conduct the public hearing.

**23-105 Content of a Development Plan and Plan of Operation:**

The information listed below shall be submitted with the conditional use permit application. It shall be the duty of the Zoning Administrator to determine when a conditional use permit application is complete and ready to schedule for a public hearing. All information listed below shall be submitted prior to the Planning

Commission making a recommendation. The Planning Commission or Board of County Commissioners may require additional information not listed below.

1. A project map drawn at a scale of not less than 1" = 2,000' showing the additional information as outlined in this Article 23-105 including the following:
  - A. All development plan requirements under Article 8-103 of the Zoning Regulations.
  - B. Project boundary and the total acreage.
  - C. The center point of each turbine and MET tower with Latitude/Longitude Coordinates.
  - D. The location of the operation and maintenance facility of the project or any other facility to serve the project.
  - E. The location of any temporary assembly areas or other areas used for the construction of the CWECS.
  - F. All public roads, access roads, and temporary access roads serving the project.
  - G. The project shall indicate compliance with all requirements contained in Article 23.
  - H. A secondary project map drawn at a scaled of not greater than 1" = 600' that shows each individual turbine site, and which also includes all other relevant information required by this Article.
  - I. Land identified as a special flood hazard area.
  - J. Land identified by the Kansas Department of Wildlife, Parks, and Tourism or U.S. Fish and Wildlife Service as a wetland, native vegetation area, wildlife habitat, or critical species habitat worthy of special consideration or protection.
  - K. All required setbacks and requirements around land uses as described in Article 23.
2. A general project introduction and plan of operation that describes the total number of proposed turbines, alternate turbine sites, total height of the turbines from the ground to the tip of the blade, meteorological towers, operation and maintenance facility, temporary construction sites, number of participating property owners, total acreage of the project, miles of new access roads, anticipated construction schedule, and other relevant information as deemed appropriate by the applicant or as required by county staff, the Planning Commission, or Board of County Commissioners.

**23-106 Documents, Plans, Studies, Reports, Other Permits:**

The information listed below shall be submitted with the conditional use permit application and used to evaluate compliance with the Zoning Regulations. The Planning Commission or Board of County Commissioners may require additional information not listed in Article 23-106 or conduct separate studies for the purpose of evaluating the proposed conditional use permit. Payment for the information cost may be negotiated in the Development Agreement.

1. Documentation acceptable to the County that the Applicant has signed lease agreements currently in effect to use the land in the manner requested. The Applicant may redact sensitive financial or confidential information.
2. List of adjacent property owners within the then current minimum zoning regulation requirement of the subject property boundary proposed to receive a turbine(s), MET tower(s), the operation and maintenance facility, or a temporary use associated with the project. The list of adjacent property owners shall be from the subject property boundary, not from the lease area. The list of adjacent property owners shall be sent electronically, be in an Excel Spreadsheet format and contain the property owner's name, mailing address of the owner, physical address of the property, and parcel identification number (PIN).
3. An expected economic impact report to the County which assumes the proposed project is approved and constructed as proposed on the conditional use permit application. The report shall be prepared by an independent third-party company or four-year college institution.
4. An acoustic study prepared by an independent third-party company. The study shall include maps and charts that indicate the anticipated sound level expected at each principal building and explain the methodology used to compute the anticipated sound levels.
5. A shadow flicker study prepared by an independent third-party company. The study shall include maps and charts that indicate the anticipated amount of shadow flicker expected at each principal building and explains the methodology used to compute the anticipated shadow flicker. The study shall show the anticipated number of hours per year a principal building will receive shadow flicker, the time of day, and time of year.
6. A written document from the Kansas Department of Wildlife, Parks, and Tourism (KDWPT) or its successor indicating the applicant has contacted the agency regarding the proposed CWECS. The document should state KDWPT has been contacted by the applicant regarding the proposal and has reviewed or is currently reviewing the proposal for any concerns regarding the operations of KDWPT.
7. All setback, noise or shadow flicker waivers are to be executed by all owners of an affected parcel. All such waivers shall be notarized and submitted with the conditional use permit application.
8. A report shall be conducted by a third-party company on existing environment concerns and filed with the conditional use permit application. The report should include, but not be limited to, information regarding:
  - A. Wildlife habitats, native prairie grass, and vegetation information relevant to the project site.
  - B. An avian study to include all types of Eagles, Whooping Cranes, and other sensitive species as affected by the project. The plan should include a discussion on bird migration and the potential for bird strikes.
  - C. Flora - vegetation species, threatened species (officially listed), critical habitat and habitat conditions for such species relevant to the project site.
  - D. Fauna - species, habitat assessment, threatened species (officially listed), migratory species, critical habitat, and habitat conditions for such species.

- E. Geo-conservation - sites of geo-conservation significance listed on the state or national database.
- F. Special flood hazard areas.

**23-107 Additional Required Topics to be Included in Submittals:**

In addition to the requirements of Article 8, an application for a CWECS project shall address specific issues related with the project that include, but are not limited to, the following:

1. In addition to strict conformance to all performance standards and development plan requirements as detailed in the Reno County Zoning Regulations, the development plan shall address the following:
  - A. The "boundary" of the project shall be the properties included within the "leased lands" on which the CWECS is proposed to be constructed. The specific siting of individual components of the CWECS, including turbines, supporting structures, and all other aspects which entail a complete CWECS as recognized within the industry, may be included conceptually within the development plan and are permitted to be moved and adjusted as necessary during the design and construction process without modifications to the approved development plan, so long as new lands are not added to the original "boundary" of the CWECS and the relocation conforms to all requirements of Article 23. Any relocation of individual components contrary to the approved site plan shall be identified on a revised site plan and submitted to the Public Works Department – Planning and Zoning Division for review and approval.
  - B. All setback designations herein, when referenced as 'total height", shall mean "Total Tip Height", which is the total height of the turbine measured at the highest point of the blade system during its rotation, or with respect to any other structure including a meteorological tower, its total height. All horizontal setbacks shall be measured from the center point of the turbine to the edge point from which the setback is required.
2. Setbacks:
  - A. No turbine shall be located closer than 2,000 feet or four times the height of the turbine whichever is greater from a participating or non-participating principal building. A principal building landowner may waive the setback requirement. No waiver shall result in a setback of less than the height of the turbine plus 50 feet.
  - B. No turbine shall be located closer than the total height of the turbine plus 50 feet from an accessory building, property line, or road right-of-way line.
  - C. A private airstrip is defined as a location that is registered with the Kansas Department of Transportation and Federal Aviation Administration, appears on aeronautical charts, and has a landing surface(es) which is/are maintained and capable of providing a safe landing for aircraft. All such requirements must be in effect at the time a conditional use permit application is accepted by the county staff as being complete.
  - D. Setbacks from a public airport and/or private airstrip shall be two (2) nautical miles, calculated as 12,160 feet, from the approach ends of the runway and then by 1.5 nautical miles, calculated as 9,120 feet from the upwind and downwind sides of the runway.

- E. A private airport/private airstrip owner may waive the setback requirement for a parcel identified in Article 23-107(2)(E). All other requirements in Article 23 shall be enforced.
  - F. No turbine may be located within any recorded easement. The applicant shall consult with the owner of an easement to eliminate any blanket easements on tracts of land and to establish a defined legal description for the easement.
  - G. Properties owned or managed by the Kansas Department of Wildlife, Parks, and Tourism (KDWPT) or any wildlife refuge owned or managed by the United States of America tend to concentrate wildlife to an area due to the habitat enhancements conducted on a property. These lands are important wildlife migration corridors and migration staging areas. To avoid disruption of these areas, no turbine shall be located within three (3) miles of a parcel owned or managed by the Kansas Department of Wildlife, Parks, and Tourism or the United States of America. Compliance with all other setback requirements is required. KDWPT or the United States of America may issue a waiver of this requirement for any parcel within the three-mile requirement.
  - H. In order to provide for an incorporated city to extend its corporate boundary and increase its tax base, no turbine shall be located within one mile of an incorporated city boundary at the time a conditional use permit application is accepted by county staff as being complete. A city's extra-territorial zoning jurisdiction (ETJ) is not recognized as a city's official corporate boundary.
  - I. If during construction a turbine site is determined to be adversely impacted after discovered environmental or other factors legally preventing its use, the applicant shall have the right to relocate a turbine on the parcel. The relocated turbine shall still comply with all applicable requirements of Article 23 and all conditions of approval associated with the conditional use permit.
3. Noise:
- A. An acoustic assessment analysis and map prepared by a third-party company shall be required with a conditional use permit application. The acoustic study shall analyze the expected audible noise level on a one (1) hour continuous sound level in decibels (Leq) basis at each primary occupied residential structure within the project boundary and explain the methodology used to achieve the results of the study.
  - B. To assist in minimizing noise generated by the turbine, the applicant should consider using turbine blades that are equipped with Low Noise Trailing Edge (LNTE) technology and blade serrations or other available noise reduction technology.
  - C. The maximum received sound level shall not be more than 45 decibels (dBA) one (1) hour Leq at every participating and non-participating principal building and be measured at the nearest wall of the principal building. A principal building shall not include an accessory structure or guest house as defined by the Reno County Zoning Regulations.
  - D. A participating or non-participating landowner may waive the decibel levels exceeding the requirements of this section.

4. Shadow Flicker:
  - A. Shadow flicker analysis and map prepared by a third-party company shall be required with a conditional use permit application. The shadow flicker study shall analyze the expected annual number of hours and the specific times the shadow flicker is expected to occur at each principal building within the project boundary and explain the methodology used to achieve the results of the study.
  - B. To minimize the effects of shadow flicker, the applicant shall utilize the data from the shadow flicker report to assist landowners in reducing the number of hours of shadow flicker to the minimum requirement of the zoning regulations. The applicant and landowner shall collaborate and decide the best means to reducing the amount of shadow flicker.
  - C. The maximum number of shadow flicker hours per year a participating or non-participating principal building shall receive is 30.
  - D. A participating or non-participating landowner may waive the shadow flicker limit requirement.
  
5. Communication Lines:
  - A. Communication lines and power collection lines are to be installed underground in the area covered by the CUP with use of directional boring, horizontal drilling, micro-tunneling, vibrating plowing, narrow trench ditching and other techniques in the construction of facilities. Such processes are intended to result in the least amount of disruption and damage as possible to the surface soil and natural features. Said lines are to be located under or at the edge of turbine access roads. When conditions on-site are found to make installation of underground supporting lines impractical or infeasible, for example the presence of existing underground lines or pipelines that conflict with such type of construction, above ground transmission lines may be used only in public rights-of-way, easements or other legal documents dedicated for such purposes.
  - B. The applicant shall contact the Reno County Emergency Management Director to coordinate meetings with other local emergency service personnel to develop a plan to address any potential interruptions in 911 calls being blocked due to the construction of turbines. The applicant shall submit a written report detailing the plan to mitigate any potential interruption in services.
  - C. Any installation of above ground or below ground communication lines or power collection lines within a Special Flood Hazard Area will require a floodplain development permit.
  
6. Rotor Blades:
  - A. The lowest point of the rotor blades shall be at least 50 feet above ground level at the base of each turbine.
  - B. Rotor blades shall be painted a non-reflective neutral color such as white or grey. The rotor blades shall be painted the same color as the turbine and nacelle.
  - C. Rotor blades shall not display company names, markings, or advertising logos.



7. Lubricants and Hazardous Materials:

All lubricants and/or hazardous materials to be located on the premises in connection with the CWECS facility shall be kept and transported in accordance with all state and Federal regulations.

8. Lighting:

- A. Lighting of the turbines shall utilize the current Aircraft Detection Lighting System (ADLS) or other similar or advanced technology.
- B. Any other lighting requirements on the turbines shall comply with, but not exceed, the minimum FAA requirements.
- C. White strobe lights on the turbines or any other aspect of the project are prohibited.
- D. Lights associated with the operation and maintenance facility, or other aspects of the project shall be directed so as not to shine directly on any adjacent property line or public road.
- E. Security and safety lighting shall be designed to shield the glare onto a property or public road.

9. Turbines and Nacelles:

- A. Structures for turbines shall be self-supporting tubular towers painted a neutral color such as a white or grey. The structure shall be painted the same color as the rotor blades.
- B. Lattice structures or other types of design are prohibited.
- C. A turbine and nacelle shall not display any advertising except for identification of the manufacturer. Any signs, flags, streamers, or similar items are prohibited. Other warning signs, placards, or required signs by a government agency are excluded from this prohibition.
- D. To aid in preventing unauthorized climbing of the turbine, all ladder rungs or other potential climbing assistance objects shall be removed up to 15 feet above the ground surface.
- E. Telecommunication antennas or other type of antennas used for transmission of radio signals not associated with a CWECS are prohibited.

10. Operation Requirements:

- A. The CWECS, and its associated facilities, shall not be operated so as to cause microwave, television, radio, telecommunication, or navigation interference contrary to Federal Communications Commission (FCC) regulations or other laws to occupied structures existing as of the date of the CUP approval. In the event the CWECS and its associated facilities or its operations cause such interference, the applicant shall take timely measures necessary to correct the problem.
- B. Documentation shall be submitted by the applicant indicating compliance with minimum FCC Regulations.

## 11. Ice Throw:

An ice throw analysis and map prepared by a third-party company shall be required with a conditional use permit application. The ice throw study shall analyze the conditions which may cause ice to be thrown off an in-motion turbine blade and toward an occupied structure within the project boundary. The study should explain the methodology used in evaluating the risk of damage to occupied principal buildings. Also included in the study should be the manufacturer's setback distances related to in-motion ice throws and the type of ice monitoring sensors and devices installed in each turbine and the potential maximum distance ice could be thrown from an in-motion turbine blade.

## 12. Soil Erosion, Sediment Control, Stormwater Runoff, and Wetlands:

The Applicant shall develop a Soil Erosion, Sediment Control and Stormwater Runoff Plan. The Plan shall address what type of erosion control measures will be implemented during each phase of the project. The Plan shall address the following concerns:

- A. Grading.
- B. Construction and drainage of access roads and turbine pads.
- C. Necessary soil information.
- D. Design features to maintain downstream water quality.
- E. Re-vegetation of disturbed area to ensure slope stability.
- F. Restoration of the site after temporary project activities have ended.
- G. Creation of a new wetland area that is equal to or greater than any wetland area that is filled in or destroyed.
- H. Disposal or storage of excavated materials.
- I. Protecting exposed soil.
- J. Stabilizing restored material and removal of silt fences or barriers when the area is stabilized.
- K. Maintenance of erosion control measures throughout the life of the project.

If required, the Applicant shall obtain an erosion control permit for the project from the Kansas Department of Health and Environment (KDHE). The approved erosion control permit shall be submitted prior to the issuance of a zoning permit. The measures listed above shall be the minimum required under the issued KDHE permit.

## 13. Special Flood Hazard Areas:

- A. If required, the Applicant shall obtain a floodplain development permit from the Kansas Department of Agriculture – Division of Water Resources, for any development identified as being located in a special flood hazard area. Such development could include, but not be limited to, the placement of a turbine,

construction of a road, location of electrical lines under a stream, or location of a building.

- B. Prior to starting construction activities, the applicant shall obtain a local floodplain development permit for all construction in the special flood hazard area prior to the issuance of a zoning permit or for any portion of the project not requiring a zoning permit.
- C. To the extent feasible, the design of the CWECS project should have a minimal impact of land identified as within a special flood hazard area. It is expected of the applicant to locate all turbines and buildings out of the special flood hazard area so the project will have a minimum impact on the special flood hazard area.

**23-108 Special Regulations Applicable for a Conditional Use Permit for a CWECS:**

The timeline restrictions in Article 8 and Article 15 are not applicable to a CWECS project because of the overall length of time necessary for the development and construction of the project. With respect to a CWECS project approved after the adoption of this section:

1. For all Conditional Use Permits approved for a CWECS project, a zoning permit shall be applied for within two (2) years of the approved CUP. Approval of the CUP is effective (the "EFFECTIVE DATE") when the County Commissioners' Resolution approving the same is published in the official county newspaper. If construction of the project cannot be commenced within that two (2) year period, the applicant may obtain a single one-year extension upon the submission of a written report to the Board of County Commissioners describing the reason(s) for the delay and the plan for commencing construction within the one-year extension period. The one-year extension must be approved prior to the expiration of the original two-year period.
2. For all Conditional Use Permits approved for a CWECS project, such permit shall be permitted to continue, as-long-as all conditions placed on the permit are met. However, if the CWECS project construction has not commenced within two (2) years following approval of the CUP or any extension thereof as aforesaid, the CUP shall have expired, and the development plan is forfeited. In such event, the Applicant will not be permitted to pursue the Development Plan until a new application is submitted, a new public hearing held, and a new CUP is approved.

**23-109 Agreements and Requirements:**

Prior to the issuance of the zoning permits, the Applicant of the CWECS and the Board of County Commissioners shall enter into a Development Agreement with respect to the subject matters outlined below under such terms and conditions acceptable to the Board of County Commissioners. A Development Agreement shall be executed by the Applicant and the Board of County Commissioners within 120 days following the EFFECTIVE DATE or the CUP approval will have terminated at the discretion of the Board of County Commissioners. This list of agreements and specific requirements can be supplemented or removed by mutual agreement of both parties.

The following subject matters may be addressed, in the discretion of the County Commissioners, in a Development Agreement or series of Development Agreements and shall not be considered exclusive of all such matters:

## 1. A Road Maintenance, Repair, and Replacement Agreement.

The Road Maintenance Agreement may include, but shall not be limited to, such topics as:

- A. Designation of the public roads used for transportation routes for construction and maintenance of the CWECS shall be included within the mandatory Road Maintenance Agreement specified in these Regulations.
- B. The applicant shall receive an Oversized/Overweight permit from the Reno County Public Works Department for transporting CWECS components that are over the legal weight, width, or length limit. A proposed route shall be submitted on the Oversized/Overweight Permit for transportation routes by the applicant. The transportation route shall be approved by the Public Works Department by signature on the permit form.
- C. Applicant shall construct the smallest number of turbine access roads as reasonably feasible. Access roads shall be low profile roads so farming equipment can cross them. Where an access road crosses a stream or drainageway, it shall be designed and constructed so runoff from the upper portions of the watershed can readily flow to the lower portion of the watershed. Where an access road crosses a stream or drainage way identified as a Special Flood Hazard Area, the applicant shall obtain a floodplain development permit from the state and county.

## 2. A Decommissioning Agreement with the Board of County Commissioners pertaining to CWECS improvements.

The Decommission Agreement may include, but shall not be limited to, such topics as:

- A. Removal of the turbine and nacelle.
- B. Removal of a portion of the concrete base down to a minimum of four feet below ground surface.
- C. Replacing the two bottom feet with subsoil composed of sand, silt, and clay materials and the top two feet with topsoil suitable for agriculture purposes.
- D. Removal of access roads.
- E. Re-seeding of disturbed areas.
- F. Timeline for removal.
- G. Removal of electrical equipment.
- H. Recognition of a landowner's right to request access roads be left intact.
- I. Recognition of a landowner's right to be satisfied with the decommission efforts of the applicant or a hired contractor.
- J. A discussion of circumstances which may require the decommissioning of a turbine(s).

3. An Indemnification Agreement:

An Indemnification Agreement with the County throughout the life of the project and a policy of general liability insurance with policy limits satisfactory to the Board of County Commissioners which identifies the County as an additional insured.

4. A Dispute and Mitigation Agreement:

A Dispute and Mitigation Agreement procedure and resolution process by which the Developer shall address complaints by landowners or other affected parties regarding the project from construction to operation and throughout the life of the project.

5. A Bird Strike and Reporting Agreement:

A Bird Strike and Reporting Agreement may be established and include an annual report submitted to the County Commissioners indicating all reported bird strikes related to the project.

6. Professional Certification Agreement:

A written certification by a licensed and qualified professional engineer, approved by the County, that each turbine location complies with all setback requirements.

7. A Payment In lieu of Tax Agreement (PILOT):

An agreement which adequately compensates the County for governmental services provided in the project boundary during a ten-year period of tax exemption.

8. Fire Safety and Rescue Plan:

The Plan shall be reviewed by the Emergency Management Director. Within the Plan, the applicant shall identify the potential fire risk associated with the project, including both prescribed burning and non-prescribed burning (natural or accidental). The Plan shall address fire within the project boundary, fire escaping from the site, and the effects of a fire originating from outside the site. The plan shall demonstrate how the CWECS and equipment are protected from fire.

**23-110 Requirements for Zoning Permit:**

If applicable, the following requirements shall be met to obtain a zoning permit from the County:

1. No zoning permit application shall be accepted by the County until all required agreements listed under Article 23-109 between the Applicant and the County have been properly executed by the Applicant and the County.
2. A zoning permit shall be required for the construction of each turbine and building within the approved CWECS accompanied by the payment of all fees as established by the County. Construction shall be permitted to begin as outlined in the Development Agreement.
3. A Stormwater Pollution Prevention Plan (SWPP) and NPDES permit from the Kansas Department of Health and Environment shall be finalized and submitted prior to the issuance of a zoning permit and the start of construction.

4. Filing and maintaining a current FAA Determination of No-Hazard to Air Navigation document verifying each turbine, when constructed according to the approved development plan, will not constitute a hazard to aircraft.
5. Oversized/overweight permit from the Public Works Department.
6. Wastewater and well permits from the Health Department.
7. U.S. Army Corps of Engineers Section 404 permit.
8. Kansas Department of Agriculture – Division of Water Resources stream obstruction and floodplain fill permit.
9. The application for a zoning permit shall include, but not be limited to, a site plan showing the following information:
  - A. The location of the structure or turbine and any other onsite facilities such as a control room or transformer on a survey prepared by a registered land surveyor showing the distance from the property lines. The floodplain boundary (where applicable) should also be located on the survey. The survey showing the turbine location submitted with the CUP application may be used provided the location of the turbine has not been re-located from the approved development plan.
  - B. The turbine number and megawatt capacity.
  - C. The location of above ground and below ground transmission lines.
  - D. The location of the interior access road.
  - E. An outline of any proposed site preparation activities involving removal of vegetation, excavation of soil, locations of soil stockpile, and restoration plans for the site after construction concludes.
  - F. The approved state and local floodplain development permits (where applicable).

**23-111 Construction Requirements:**

1. The CWECS Applicant shall inform all employees, contractors and others involved in the construction of the CWECS project of the terms and conditions of the approved Conditional Use Permit. Violations of the conditions associated with the Conditional Use Permit are the responsibility of the CWECS Applicant, not the landowner.
2. The County retains the authority to enter into a contract with a structural engineering firm licensed by the State of Kansas Board of Technical Professions to offer engineering services to the County as defined by the Development Agreement. Documentation regarding each approved permit or inspection shall be filed with the Zoning Administrator. Payment for the costs incurred by the County from the engineering firm shall be negotiated through the Development Agreement.
3. Confirmation from an engineering company the turbines comply with the development plan, the zoning regulations, and the conditions associated with the approved Conditional Use Permit.

4. Prior to the start of, and continuously throughout construction and site restoration, the CWECS Applicant shall designate a field representative responsible for overseeing compliance with the conditions of the CUP. The field representative shall be accessible by telephone and email as needed by the Zoning Administrator or his designee. The field representative shall provide an address, phone number, and emergency phone number to the Zoning Administrator. The CWECS Applicant shall notify the Zoning Administrator should a change be made in the field representative.
5. Any off-site construction needs outside of the permitted CWECS Conditional Use Permit shall comply with all applicable Zoning and Subdivision Regulations.
6. The CWECS Applicant, or its construction company, shall disturb or clear a site only to the extent necessary to assure suitable access for construction, safe operation, and maintenance of the CWECS. The contractor shall minimize the removal of trees and shall not remove groves of trees or hedgerows (shelter belts) without approval of the affected landowner. During site clearance and construction, silt fences and other temporary erosion controls, as required by the KDHE erosion control permit, shall be installed, and left in place until new vegetation covers the ground around the turbines.

7. Cleanup:

The CWECS Applicant, or its construction company, shall remove all waste, scrap, and temporary erosion control measures that are the product of construction, operation, restoration, and maintenance from the site and properly dispose of it upon completion of each turbine.

8. Operation & Maintenance:

The CWECS Applicant shall file the following information with the Zoning Administrator:

- A. Operation and maintenance requirements (including the frequency of maintenance activities) for the turbines and transmission lines.
  - B. The required width of transmission line easements and any necessary restrictions on land use development, buildings, and access within the easement.
  - C. Any restrictions on participating property owner land uses, height of buildings, or location of building.
9. Transfer of Ownership:

If ownership of the CWECS is transferred from the CWECS Applicant identified in the original permitting documents to any entity, the new owner shall be responsible and accountable for the terms and conditions of the approved Conditional Use Permit, the Development Agreement, other applicable agreements, the zoning permit requirements, and all applicable requirements of the Zoning and Subdivision Regulations. Notice of such transfer and acknowledgement by the new owner of compliance obligations shall be provided to the Zoning Administrator and the Board of County Commissioners.



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## **AGENDA ITEM #8A**

### **Monthly Report for January 2021**

**Submitted by**

**Barbara Lilyhorn**

**Director- Department of Aging and Public Transportation**

#### **Staff**

**Rcat hired 2 new bus drivers in late December and early January. Both are currently in the training phase and will not begin driving until next month.**

**Rcat driver Rick Branscom retired January 29 after nearly 8 years of service.**

#### **Budget**

**The Department of Aging and the Department of Public Transportation have each spent 3% of their budget as of 1-27-21. Rcat continues to have eligible grant expenditures reimbursed at 100%.**

#### **Challenges**

**The pandemic continues to overshadow all aspects of the work in each department.**

**Rcat is continuing to operate compressed hours and routes due to the pandemic. Several staff members were directly or indirectly affected and were quarantined. This caused the need to move to Saturday routes on January 19 – this will likely continue until mid- February.**

**Most residents contacting the Department of Aging for assistance do so by phone, but we continue to have some personal appointments and walk-ins.**





RENO COUNTY  
125 West First Ave.  
Hutchinson, Kansas 67501  
(620) 694-2918  
Fax: (620) 694-2987

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1/29/2021

- On going projects in the Appraiser's Office

#### \*Personal Property Department

- On December 28<sup>th</sup>, 2020 the Appraiser's Office mailed approximately 5890 Personal Property Worksheets to taxpayers.
- As of today we have had 2245 of the Personal Property Worksheets returned.
- Taxpayers have until March 15<sup>th</sup> to return their signed Worksheets to the office to avoid a State Statute Mandatory Filing Penalty.
- The Personal Property Department is currently valuing all manufactured homes and Watercrafts that are on the tax roll.
- The Personal Property Staff is also holding hearings for personal property Payment Under Protests.
- Upcoming in the annual cycle – Oil & Gas Renditions due in office by April 1<sup>st</sup>.

#### \*Residential Real Estate Department

- The Residential Staff is currently in the process of setting values on all Residential Properties for the 2021 Tax Year.
- The Staff is holding Payment Under Protest hearings for 2020 tax year.
- At this time the number of hearings is approximately half of the

number for 2019.

- When the values are finalized the staff will be working on cleaning up reports.
- We are planning to send our work file to the Mailing Company by the middle of February.
- One of the next projects the staff will be working on is updating the sales files and building permits.
- The 2021 Change of Valuation Notices will be mailed on March 1<sup>st</sup>, 2021.
- Staff will begin holding Informal Hearings mid-March.

#### \*Commercial Property Department

- Commercial Staff is in the process of finishing up setting 2021 values.
- The Staff is working on Exemption Applications that will then be forwarded to The Board of Tax Appeals.
- The Staff is receiving annual claims for Exemptions from Taxpayers that are due in the office per State Statute by March 1<sup>st</sup>, 2021.
- The Staff is holding Payment Under Protest hearings for the 2020 Tax Year.
- Staff is starting the 17% Re-inspection cycle for the 2022 Tax Year.



120 W. Avenue B, Hutchinson, KS 67501  
620-694-2585  
Fax: 620-694-2767

### **Budget YTD summary**

At the end of January, I have used 7% of my overall budget. This amounts to \$11,315 out of my overall budget of \$154,752. I do not plan on any capital purchases for 2021.

### **Projects/Issues**

No major projects planned in the coming month other than routine maintenance and repair of vehicles. The replacement patrol vehicles for 2021 should be arriving sometime in April. We are working on an issue with downloading meter and fuel reports from our fuel card system into our maintenance software. One thing I might note is, with the combination of COVID and lower fuel prices, the Wex fuel card users 2020 utilization was 5,116.33 gallons and \$39,446.36 under the 2019 figures.



**Donna Patton**  
**County Clerk**

**RENO COUNTY**  
125 West 1st Ave.  
Hutchinson, Kansas 67501  
(620) 694-2934  
Fax: (620) 694-2534  
TDD: Kansas Relay Center 1-800-766-3777

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## Clerk/Election Monthly Report for January

In the Election's Office we are still getting things organized and caught up on paperwork after the November Election. There is a lot of clean-up with voter registration cards and removing deceased individuals from the voter rolls that are ongoing.

In the Clerk's Office, W-2's and 1099's were prepared and sent out. I have also been working with Randy, Legislators, CIC (our software vendor) and other Clerk's on the Transparency Bill and trying to figure out how best to proceed if the bill passes.

By the end of January, 8% of the year-to-date budget in the Clerk's Office was used and 2% in the Election's Office with most of that being used for payroll. The Clerk's year-to-date expenses are higher because that budget, excluding payroll, is approximately 95% less than the Election budget.

January was a usual month with organizing and clean up being the main focus.

Donna Patton



## COMMUNITY CORRECTIONS

115 West 1<sup>st</sup>  
Hutchinson, Ks. 67501  
Phone 620-665-7042  
Fax 620-662-8613

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### Project / Concerns

Community Corrections is funded by the Kansas Department of Corrections through grants to the County. We are in the process of completing the grant applications. The State should provide budget planning allocation amounts soon so the grants can be completed. Once the grants are completed, they will be reviewed the advisory boards before being brought before the County Commission.

There are a number of legislative issues involving corrections being presented, however none are of great concern. The Governor's budget included a reduction of \$322,243 to Community Corrections statewide and taking \$43 million from the Evidence-Based Practices Fund. The \$43 million is money the Department of Corrections has saved from closing out-of-home placements for youth as part of SB367. While some of this savings has been spent on programs for youth, the Evidence-Based Practices Fund has continued to grow. We are not objecting the Governor's removal of these funds, but we are requesting a statewide increase in funding for adult supervision of \$4 million. The additional funds would be used statewide to increase officer salaries to a competitive rate and increase the number of officers to reduce caseloads. While we believe the Reno County pay rate is appropriate large caseloads reduce the time officers have to spend with each client making it difficult to achieve long-term success.

### Budget Summary

Community Corrections has three core programs: Adult Intensive Supervision, Juvenile Intensive Supervision, and Juvenile Case Management. These programs operate on the State Fiscal Year, running July through June. At the halfway mark, all programs are on target for personnel spending, which is the agency's primary expense.

### Client Data

The Department of Corrections focuses on reducing revocations to prison due to the cost of housing inmates, approximately \$30,100 per person per year. The agency's success rate at the mid-year point is 76.8% with 23 people being revoked to prison out of 99 terminations. The Department of Corrections wants agencies to be at 75%, or better, so Reno County is meeting this goal.

The adult average daily population for December was 344. There are eleven youth being supervised under Intensive Supervision and one under Case Management.

## Communications Monthly Report- January 2021

### Major Projects:

- Highlighted the Sheriff's Office with videos featuring Sheriff Campbell, Anthony Carder/Shop with the Sheriff, and a general Sheriff Office Overview
- Communications for Health Department including:
  - Phase Updates on Social Media and Website, created new Vaccination page
  - Live Town Hall (moderated and ran technical aspects) Facebook: 279 peak live viewers, 8.3K reach, 1.9k engagements, 1.6k total clicks; YouTube- 321 Views, ran on Cable Channel 7, All Eagle Radio Stations that evening
  - Media/ad buying schedule for February- Billboards, newspapers (Hutch News and rural Messenger), radio (Eagle and Ad Astra), digital- began creatives
  - Vaccination Clinic- promotion and PIO, media invites and management
    - Top Post Reno Co. Facebook page: Pre-registration link/info; 14.8k reach, 2,811 post clicks, 649 link clicks
    - Top Post Emergency Management Facebook page: Pre-registration link/info: 5,928 reach, 1,001 post clicks, 82 link clicks
    - Top post Reno County Twitter: Pre-registration- 282 impressions, 29 engagements
  - Daily vaccine FAQ posts
  - Weekly video updates
  - Press Releases
- Also started filming Service Award Videos (Community Corrections, DA)
- General daily website updates and social media postings for all County departments

**Issues:** Only issue is my time is not equitably spread around all departments right now.

**Overview:** The majority of my time was spent assisting the Health Department with communications, especially with the vaccination phase changes, pre-registration, and the vaccination clinic. I also spent a couple of days filming with the Sheriff's office, as well as Public Works. Next month, I plan to feature the County Commission and will be scheduling interviews soon.

**DISTRICT ATTORNEY**  
Thomas R. Stanton

**DEPUTY DISTRICT ATTORNEY**  
Andrew R. Davidson

**SENIOR ASSISTANT  
DISTRICT ATTORNEY**  
Kimberly A. Rodebaugh

**ASSISTANT DISTRICT ATTORNEYS**  
Natasha Esau  
Valerie D. Hansen  
Jennifer L. Harper  
Sierra M. Logan



TELEPHONE: (620) 694-2715  
FAX: (620) 694-2711

**Victim-Witness Service**  
(620) 694-2773

Investigator Daniel Nowlan  
(620) 694-2765

## **JANUARY 2021 BOCC UPDATE**

February 3, 2021

### **Staffing changes or issues:**

As of January 2021, the Reno County District Attorney's Office employees twenty; 7 attorneys/prosecutors; 1 investigator/coroner assistant; 1 part-time assistant coroner; 1 victim/witness coordinator; 1 diversion coordinator; nine office legal staff.

We had two office staff retire in October 2020 and December 2020. There will be one retirement in March 2021. We have moved staff around to fill positions created by the March retirement. We will be advertising for a replacement for our receptionist position.

Currently, the District Court has 122 jury trials pending. Due to COVID-19 and space issues within the courtrooms, we are only able to conduct one jury trial per week. The court has moved towards mediation of cases to lower the current jury trial case load.

### **Budget summary:**

FY2020 closed out with a revenue total of 164% of projected which is our traffic/misdemeanor diversion income. Our expenses totaled 100% of the amended budget for 2020.

FY2021 expenditures to date are at 20% of budget. This figure is high for January, but to stay within our FY2020 budget we held back on purchasing office supplies until January 2021. We also had some one-time budget expenses which were paid out at the beginning of the year.

### **Projects-Issues-Challenges-Concerns**

As stated above, our biggest issue is lowering the amount of jury trials, with only one jury trial per week allowed, due to space allocations.

Due to the close proximity our staff when meeting with witnesses, victims and defense counsel, we are concerned that our office employees have not been given the COVID-19 vaccination.

A project that was completed by several of our staff members was cleaning out the "old jail" storage area to allow more room for on-site storage. The benefit to keeping our files here is two-fold:

availability of files without waiting to retrieve them from the Underground Salt Mines and the expense of retrieving those files from Underground.



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Thomas R Stanton  
Reno County District Attorney





Emergency Management

Reno County  
206 W 1<sup>st</sup> Ave  
Hutchinson, KS 67501  
620-694-2974

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**Staffing changes or issues (if any)**

There are no staffing changes to report. In my department, I have a full time Emergency Management Specialist and due to COVID we have hired a temporary full time administrative assistant. We continue to work hard to maintain daily operations.

**Budget YTD summary**

At the end of January, I have used 6% of my year-to-date budget with most of that coming from payroll. There are no large purchases planned in the next month.

**Projects/Issues/Challenges/Concerns**

For the month of January, my department continues to work on the COVID-19 response. The duration of this response continues to be a challenge for us, taking up tons of time.

RE: Monthly report ending January 2021

Dear Randy Partington, County Administrator:

**Staffing changes or issues**

We have 3 vacancies that consist of 1 Health Educator, 1 Financial Associate, and 1 Administrative Associate. With the implementation of Schneider software for Environmental Health, we are anticipating a decreased workload for the administrative associate supporting that area. With this, we are working with Human Resources to combine that job description with the pending retirement of our front office administrative associate into one position, thus reducing staff and increase efficiency. For the other open positions, we are currently searching for candidates and interviewing possible candidates as resumes are received. Our biggest challenge with staffing is having qualified candidates.

**Budget YTD summary**

In discussing our budget with Bethany, our biggest expenses have been for battling Covid-19. Upcoming expenditures includes our replacement generator and the Schneider software.

**Projects/Issues/Challenges/Concerns**

Our major projects for the month of January were the development of a Covid-19 Vaccination Administration Plan and the establishment of a Point of Dispensing (POD) site for the Covid-19 vaccine administration for Reno County.

**Upcoming Projects**

- Finalizing our Community Health Assessment (CHA)/Community Health Improvement Plan (CHIP) with the Healthcare Access Taskforce (HAT) for presentation to the Board of County Commissioners.
- Review Health Order #21-01 to expire February 24, 2021.
- Update and renew Health Department grant processes by February 28<sup>th</sup> for state fiscal year 2022 due on March 15<sup>th</sup>.

Sincerely,  
Karla Nichols  
Director of Public Health



# Board of Commissioners - Department Update

## Human Resources - January 2021

Renee Harris – Human Resources Director

### HR METRICS

#### WORKERS COMPENSATION REPORT – Full Year 2020

##### 2020 Claims requiring Medicare Care.

Jail	6
Patrol	4
Public Works	6
Maintenance	3
RCAT/Aging	4
Health Dept	3
Info Services	1
D.A.	2
Solid Waste	0
Automotive	0
Human Resources	0
Emergency Mangm	0
Administration	0
County Clerk	0
Treasurer	0
ROD	0
Appraiser	0
Youth Services	0
<b>2020 Total:</b>	<b>29</b>
<b>2019 Claims =</b>	<b>38</b>

Many of the incidents were preventable as expected requiring more attention to what they were doing, taking necessary safety precautions etc.

Many in the Sheriff and Youth Services were the result of combative youth or inmates which is typical.

We had additional minor incidents with first aid only or near misses as well that did not require medical attention.

2 claims were denied by Tristar due to the fact they did not meet criteria under Work Comp regulations.

We received our **2021 Workers Comp Insurance renewal**. I was pleased to see that it was another positive renewal keeping our Mod Rate to .84. It came in \$455 less than 2020 however we have not received the 2020 Audit adjustment yet. I am not expecting a significant adjustment.

#### Positions Posted and Opened

	2020	2019	2018
Positions Open/Posted	63	76	55
Applications Received	886	867	1016

**Turnover Reporting** – Full Year 2020 – Turnover was down in all areas compared to 2019 except for Retiree’s. This not unexpected considering the bulk of year included numerous layoffs and closings. 2020 was the highest it’s been since at least 2013. I can pull detailed data on the makeup of the employees gender/age etc if you’d like that info as well.

	2020		2019
<b>Straight Voluntary</b>	<b>8.93%</b>	-4.82%	<b>13.75%</b>
<b>Voluntary Rate incl Retirees/Med</b>	<b>12.79%</b>	-6.12%	<b>18.91%</b>
<b>Involuntary Rate:</b>	<b>3.62%</b>	-0.06%	<b>3.68%</b>
<b>Total Rate ALL</b>	<b>19.06%</b>	-4.76%	<b>23.82%</b>
<b>Total Rate incl. (ALL minus Temps)</b>	<b>16.650%</b>	-6.44%	<b>23.086%</b>
<b>Retiree</b>	<b>3.6%</b>	1.92%	<b>1.700%</b>

### **Update of Salary/Compensation Study.**

An Authorization of Services has been completed with The Arnold Group for Salary Survey and Comp Plan, Job Analysis and Performance Management System.

Following the Commission meeting I spoke with Phil Hayes regarding the Annual Support Option of \$3,385. He made the suggestion that we wait until toward the end of the study to determine whether we wanted to contract for that service. I felt that was the best option and appreciated that they offer that alternative rather than take it or leave it up front.

**Budget** – I will be getting the personnel budget started in February. It's taking quite a bit of time and doing it alongside of the Comp Study will be challenging but I'll make sure it's on time for the departments.

### **Employee Survey**

An employee survey is scheduled to be distributed to all employees by February 8<sup>th</sup> or sooner. The purpose of the survey is to gather information from employees in various areas including job satisfaction, the culture of Reno County, benefits and others. Following the survey, results will be compiled and distributed to Administration and Department Heads for review and next steps. Most likely, that will include distribution to employees via department or general meetings to gather their input as well.

### **Fraudulent Unemployment Claims**

I have processed over 250 fraudulent employment claims on current/past employees and volunteer firefighters. The situation is constantly changing and it appears the DOL is finally working on a fix with upgraded security. I've not seen whether we've been charged with claims, however I will have the opportunity to appeal any that we've reported as fraudulent.

I was asked to testify at legislature hearings this week, but I am not able to take the time with such short notice. I will be submitting my comments and suggestions via letter to the SHRM lobbyist/representative.

### **High Performance Organization**

I will be continuing to meeting via Zoom meetings with member of the Executive Leadership group. We are working to bounce ideas off each other about what is going on in our organizations and how we plan to implement new processes. While I'm out Tues-Thurs next week and on the road for 12 hours, I plan to put a lot of thoughts in writing on where to head with the program and implementation ideas.

Monthly Report Information Services

Michael Mathews

**Staffing changes or issues (if any)**

In my department we currently have one open position, Database Administrator/App developer. I intend to open that position soon after the budget recovers from the payout of the employee that left.

We promoted the previous DBA to the Sr. Network Administrator so we are in a transition period with both of those positions.

**Budget YTD summary**

At the end of January, I have used 19% of our adopted budget, We pay a number of our annual software support contracts at the beginning of January each year. Next month we will begin looking at the capital purchases we will need to make for 2021.

**Projects/Issues/Challenges/Concerns**

We are continuing to move remote workers to the Citrix System and two factor authentication for remote access. We are also starting a project of labeling and inventorying each piece of equipment we maintain. We will be visiting each department to complete that project. This will help us as users call for remote access support

Issues that we dealt with the past month include, we had very few issues this month outside of being down one staff member

January was a good month we tried to move quickly when asked for resources due to Covid-19.



## **Maintenance & Purchasing Monthly Report 2-1-2021**

**Harlen Depew, Director**

**Staffing:** The Maintenance & Purchasing Dept. currently has openings for two first shift Maintenance Technicians and three custodial workers. We've had two custodial positions open for most of 2020 but our work load has been somewhat lighter in this area due to changes in our routine due to the COVID 19 pandemic. At this point we are slowly transitioning back to pre-pandemic work assignments, and two more retirements are coming in the next few months. We had a 1<sup>st</sup> shift retirement last Fall, and another tech that resigned to move out of State, so we're looking to fill those spots as well.

### **Budget YTD summary**

We have had no large, unanticipated expenses during the month of January, so our budget is in good shape for this time of year.

### **Projects/Issues/Challenges/Concerns**

Maintenance employees have been very busy with our routine planned maintenance tasks and daily response to maintenance requests, while also assisting contractors, both on the LEC remodel and the courthouse improvement projects.

The Courthouse projects include window restoration, general weatherization, plaster repairs and repairs to the courthouse dome. Contractor employees are now on site and have been staging equipment and prepping to start removing windows for restoration starting next week.

Purchasing staff has spent a considerable amount of time assisting the Reno County Health Department with purchasing supplies needed for the COVID vaccine PODs among other things. These items have included paper, hand sanitizer, towels, bottled water and tea, as well as numerous items for mobile computing, printers, and so forth.

Our biggest challenge at the present time is the shortage of qualified applicants for our open positions, but the department is staffed by many fantastic employees who continue to do a phenomenal job of picking up the slack and doing whatever is asked of them.



Public Works  
600 Scott Boulevard  
South Hutchinson, Kansas 67505  
620-694-2976  
Don Brittain, Director

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## January 2021 Monthly Report

### Staff

Public Works is short two (2) equipment operators and has not been fully staffed for more than a year. We recently had three (3) employees receive certifications. One (1) employee became a KDOT Certified Inspector, we now have three (3) total KDOT Certified Inspectors. We had two (2) employees become Certified Crane Operators. These are very important certifications, and I am proud of them for their accomplishment. Reno County has never had Certified Crane Operators in the past.

### YTD Budget Spent

Road & Bridge 2%  
Planning & Zoning 6%  
Noxious Weed 5%  
Utilities 3%

Bids have all been sent out for equipment replacement based on the equipment plan and approved budget. Purchase of equipment should come in under budget.

### Projects

Asphalt Crew is shouldering roadway with turf to eliminate road edge drop off.  
Mowing/Sign Crew is tree trimming throughout the County and replacing signs as needed.  
Dirt Crew is cleaning ditches throughout the County.  
Bridge Crew is building a bridge on Maple Grove Road.

### Contracted Projects

43<sup>rd</sup> Avenue Bridge is 50% complete and on schedule.  
Nickerson Road Bridge is 40% complete and on schedule.

### Challenges / Concerns

Working on rehabilitating Sewer District 201 Yoder and Sewer District 202 Habit. The main concern is not the method for the rehabilitation of the districts but the financing and cost to the limited users of the Districts. The District users have been under charged for decades and the future monthly usage bills will be much higher.

Working on solving the Water District 101 Yoder high nitrate problem. The nitrate level is not going down and I need to find another source of water for this District. I must have more meetings with more entities to get a solution.

Wind regulations have been completed by Planning & Zoning and ready to send to County Commission.



Sheriff: Darrian Campbell  
Undersheriff: Shawn McHaley

**RENO COUNTY**  
Sheriff's Office  
206 West First Ave.  
Hutchinson, Kansas 67501-5298  
(620) 694-2735 Office (620) 694-2702 fax  
TDD: Kansas Relay Center 1-800-766-3777

## January BOCC Update

02/02/2021

### **Staffing changes or issues:**

The Reno County Sheriff's Office is staffed at 101 personnel; 85 full time sworn Deputies, 12 civilian support staff and 4 part-time Offender registry personnel.

We hired one new Deputy On Jan 2nd to fill a new vacancy. That Deputy waited over a month to begin his career with the agency. This speaks volumes about the agency, the culture created by the employees, and the leadership.

There are two Deputies in the Jail Training program along with two Deputies attending the Kansas Law Enforcement Training Center (KLETC). Deputy Scalasi and Deputy Mendez will graduate on the 26<sup>th</sup> of Feb. There were two Patrol Deputies in the Field Training Program, 14 week on the job training, one completing his training and his first shift on his own was Sunday, Jan 31<sup>st</sup>.

Leaning ahead in the first half of the year, we will be looking at two retirements from the Sheriff's Office, one in March and one in June-July time frame.

Last year after taking over the Sheriff position. I allocated personnel to the Criminal Interdiction Unit. One of these two positions was filled with a K-9 handler, implementing a "hybrid" style of Interdiction Deputy. Meaning the K-9 Deputy is assigned to the unit for the flexibility in hours and is also able to assist on investigations taking place while working interdiction.

2020 marked a record year in the drug unit. Without getting too technical, the largest amount of drugs seized was Methamphetamine at a little over 7 ½ Lbs. Total value of all drugs seized by the unit in 2020 based off the current street value was \$145,542.10. This was a result of 114 cases the unit made during the year with 61 arrests, 51 of those were felony arrests.

As we have just selected another Deputy to fill a vacant position in that unit, we look forward to increasing those numbers and reducing the amount of narcotics being available in our communities.

### **Budget YTD summary:**

The total agency budget is \$6,611,844.00. This is broken down into two categories, the Jail side and the Sheriff side. For the month of January the agency has expended a total of 6% of the budget which is 5% from the Jail and 7% from the Sheriff. Historically we are currently on track for our budget expenditures.



**Projects/Issues/Challenges/Concerns:**

Several personnel within our agency has been working with the county Public Information Officer to provide a “Spotlight” on the agency. She has put together several amazing videos highlighting some of the great stuff our agency does and services we provide to the communities within our jurisdiction. Thank you Laurie Moody, PIO.

The Patrol Division and other certified Deputies assigned throughout the agency completed Standardized Field Sobriety Testing refresher training in the month of January. The initial training is taught in the academy and the recommended refresher is done every two years. The Kansas Highway Patrol, Breath Alcohol Unit provides the training and travels to Hutchinson to conduct it upon our request.

On the 29<sup>th</sup> of Jan, the Sheriff’s Office began providing security at the POD site for the COVID-19 vaccine. This was a first time mission so far and we will continue to monitor, collaborate with the Health Department, and adjust as needed to ensure the safety of everyone involved as the community receives the vaccine.



A handwritten signature in black ink, appearing to read 'Darrian L. Campbell', is written over a large, faint yellow star-shaped watermark of the Reno County Sheriff's Office seal.

Darrian L. Campbell  
Reno County Sheriff



**Reno County Solid Waste**  
**703 S. Mohawk**  
**Hutchinson, KS 67501**  
**(620) 694-2586**  
**Fax (620) 694-669-8126**

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Solid Waste Monthly Update January 2021  
Prepared by Megan Davidson, Director

**Staffing:** We currently have 1 Equipment Operator opening that we are getting ready to start the interview process on a few candidates. We did not receive a lot of applications for the position, but we did receive a few with some good qualifications for the job so we are hopeful to get someone hired on soon. The staff that I currently have has been busy performing extra duties as far as building the temporary road for the new facilities to begin as well as construct the new pad for the new facilities which in turn saves the county money for the self-performing work. The staff at the landfill just celebrated 5 years of no lost time on accidents which is a huge accomplishment for the department. With the safety program we have in place employees received new safety green jackets as well as pocketknives that state the 5year safety accomplishment on both. I greatly appreciate the staff I have, and they all do an outstanding job of keeping the landfill looking well maintained and the paperwork for KDHE in order.

**Projects/Issues/Challenges/Concerns:** February 9<sup>th</sup> we will be awarding the Bid for the new facilities that will be built at the landfill. My operators will continue working on the self-performing work on the pad until the contractor comes out to begin work on the new facilities.

I am going to be going out for Request for Quotes soon from several Concrete Crushing Companies to give us quotes on crushing some concrete that our operators have prepared for crushing so we can utilize it on the new facilities as well as around the landfill on the roads when we need the extra stabilization when weather plays a factor. The last time we had concrete crushed was back in 2015. We will use up all the concrete we have crushed currently for the new facilities and possibly could need more, and it would save the county money if we had some of our own crushed instead of having a contractor bring in the rock. I will be in communication with Randy after the quotes have come back to me.

**Budget:** I am currently working on my equipment that is on my capital improvement budget for 2021. We are just getting into the 2021 budget year and we are going to do our best to keep our costs down as much as we possibly can from equipment fixes to professional services here at the landfill through our contracts etc.



RENO COUNTY TREASURER  
125 West First Ave.  
Hutchinson, Kansas 67501-5245  
620-694-2938  
Fax: 620-694-2776

TDD: Kansas Relay Center 1-800-766-3777

January 26, 2021

## **MONTHLY REPORT**

### **STAFFING CHANGES OR ISSUES:**

We currently have no openings in the Treasurer's office. We all look at ourselves as a "Team" and it takes a team effort to put out the amount of work we do. I have used and promoted the attitude of enjoying the customer every chance you get. This has had a positive effect on both the employee and the customer.

### **BUDGET YTD SUMMARY:**

As of this day, we are running around 6% of my year-to-date budget with most of it coming from payroll. The YTD budget is \$225,435.72 with \$13,095.28 being spent YTD for a percentage of 5.81%.

### **PROJECTS/ISSUES/CHALLENGES/CONCERNS:**

My department's major projects for the month of January were the January distribution, preparing annual reports for the cities and other audit requests, renewing trucks and trailers and KCOVRS renewals. We also issued tags and processed title work.

I feel we did an excellent job last month of collecting both current and delinquent taxes. We ended up collecting more than a million over last year. We just got the sales tax figures in and are about \$10,000.00 less than last year this time. Not bad but hope it is not a trend.



JUVENILE DETENTION CENTER  
JUVENILE INTAKE & ASSESSMENT  
BOB JOHNSON YOUTH SHELTER

## RENO COUNTY YOUTH SERVICES

219 West Second Ave.  
Hutchinson, Kansas 67501  
(620) 694-2500  
Fax: (620) 694-2504  
TDD: Kansas Relay Center 1-800-766-3777

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## Youth Services Monthly Report

January 2021

### Staffing changes or issues (if any)

We are currently accepting applications for a full time cook, 30 hr. Juvenile Detention Officer (male only), Standby Juvenile Detention Officer/Youth Care Specialist and an Administrative Assistant III.

We had two staff retire this month, Kurt Stropes and Roger Riggs. Kurt was hired as a Child Care Specialist in March 2011 and Roger was our Maintenance Technician I since February 2017. Both men will be missed.

The past several months has been challenging with keeping our staff and youth healthy. With that being said, I am pleased to say we still had 6 employees earn a Wellness Day, for using zero sick hours from July – December.

### Budget YTD Summary

As of 1/28/2021, we have spent 5% of our Shelter budget (Dept.90). The expenses are mostly due to salaries. The total shelter budget is \$1,051,666.

We have spent 7% of our detention budget (Dept.91). Detention expenditures consists of mostly salaries but also includes a CIP item as mentioned below. The CIP expense totaled \$11,130. The total detention budget is \$1,054,065.

### Projects/Issues/Challenges/Concerns

We have completed our carpet replacement project in mid-January. Carpet replacement was an item in the 2020 Capital Improvement Plan.

Earlier this month, we replaced our Motorola two-way radios for our detention officers. This was an item in our CIP for 2021.