



COUNTY COMMISSION

Ron Sellers
District 1
Member

Ron Hirst
District 2
Chair

Daniel P. Friesen
District 3
Vice-Chair

Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

AGENDA

Reno County Annex

Tuesday, June 8, 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. Minutes of Meeting for May 25, 2021.
 - C. Amendment Three to an Agreement with the Kansas Department of Health and Environment; and a Letter of Intent for the Health Department's Outreach, Prevention and Early Development Services (OPEI) (aka Healthy Families Grant).
 - D. Copier Lease and Maintenance Program.
 - E. Reno/Kingman Fire District No 1 declination to participate in the Kingman County Amended Neighborhood Revitalization Plan.
 - F. Flock Safety Contract for law enforcement cameras, alerts, and notifications.
 - i. **Action** – Motion to **approve** the Consent Agenda
Friesen Sellers Hirst
- VII. Business Items**
 - A. Discussion of setting priorities for fire districts by Adam Weishaar, Emergency Management Director.
 - B. Benefit Consultant/Broker for Reno County by Helen Foster, Human Resources Director, representing the Benefits Committee.
 - C. Discussion regarding expansion to five-member board of commission for Reno County.
- VIII. County Administrator Report**
 - A. Department Reports
 - B. Financial Reports

IX. County Commission Report/Comments

X. Executive Session

A. Non-Elected Personnel for 30 minutes with no legal binding action to take place.

XI. Adjournment



**AGENDA
ITEM #6B**

AGENDA ITEM

AGENDA DATE June 8, 2021

PRESENTED BY Cindy Martin, Minutes Clerk

AGENDA TOPIC Clerk's Office requesting approval for May 25th minutes

SUMMARY & BACKGROUND OF TOPIC

May 25th, 2021

ALL OPTIONS

n/a

RECOMMENDATION/REQUEST

Approval by the Board of Commissioners

POLICY / FISCAL IMPACT

None

May 25, 2021
Reno County Courthouse
Hutchinson, Kansas

The Board of Reno County Commissioners held the agenda session with Chairman Ron Hirst, Commissioner Daniel Friesen and Commissioner Ron Sellers, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Henry Blickhahn, Our Redeemer Lutheran Church.

Commissioner Hirst thanked the Sheriff's Office for organizing the Peace Officers memorial service and Hutchinson Police Department for participating in the service for fallen officers. He also corrected a statement regarding the club that provided meals for Peace Officers Day.

There were no public comments.

Mr. Friesen made a motion to table item 7A the Commercial Wind Energy Conversion Systems Proposed Regulations stating it should not be on the agenda today, **Mr. Sellers seconded** to hear Mr. Friesen's reason. The Board discussed item 7A since it was previously tabled for today from April 13, 2021. Mr. Sellers thought maybe thirty days would be sufficient to put it back on the agenda stating it could not be indefinitely postponed. Mr. Friesen thought the Commission was too far apart to have a discussion today. **Mr. Hirst made a motion** to set a date for the next agenda meeting to discuss the proposed regulations, it failed for lack of a second. Mr. Friesen requested his motion be read and voted; the motion was approved by a 2-1 vote with Mr. Hirst opposed.

There were additions to the agenda under business items: Public Works Director Mr. Brittain had a High-Risk Rural Road agreement and a Federal Aide for Construction/Engineering with Kirkham Michael. Then adding under item 10 another executive session for acquisition of real estate.

Mr. Sellers moved, seconded by Mr. Friesen, to approve the Consent Agenda consisting of 6A through 6C. The Accounts Payable Ledger for claims payable on May 21st, 2021 of \$598,871.36 and May 28th, 2021 of \$607,539.87 as presented. Next item directs the chairman to sign minutes for April 13th, April 27th, also drafts of

May 7th and May 11th, 2021 as submitted. Resolution 2021-12; **A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE ESTABLISHMENT OF A PERSONAL TRAINING AND FITNESS STUDIO ON A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 4 WEST OF THE 6TH P.M. IN RENO COUNTY, KANSAS at 4516 N. Kent Road.** The motion was approved by a roll call vote of 3-0.

Health Department Director Karla Nichols made a presentation to the Board updating them on the Health Departments projects, COVID-19, organization charts for what they cover and grants. She brought the following staff with her Karen Hammersmith, Megan Gottschalk-Hammersmith, and Bethany Jantzen for questions.

Public Works Director Don Brittain explained KDOT awarded a High-Risk Rural Road project for the low bid of \$365,246 to CC & I Engineering, Inc. to work on signage east of K-14. This is for the authority to award the High-Risk Rural Road Federal Fund Award Contract to CC & I Engineering, Inc. He also related from KDOT that this is to approve and sign for Kirkham Michael to do the engineering inspection of this project. **Mr. Sellers moved, seconded by Mr. Friesen,** to approve contracts as presented by Mr. Brittain and authorize signatures. The motion was approved with a roll call vote of 3-0.

Mr. Brittain also gave explanation on an agreement with the Kansas Department of Transportation (KDOT) for the construction of 69th Avenue Bridge 26.70 as part of the off-system bridge program. This bridge is located two miles north and .5 miles west of Willowbrook stating that it is replacing a narrow six span steel beam bridge built in 1959. Reno County's share is 20 percent estimated at \$179,354.80 and all design cost of \$75,645 with an approximate total \$254,999.80. KDOT's share is 80 percent, with a total estimated project cost of \$896,774 in fiscal year 2022. An agreement for Engineering Services with Kirkham Michael was approved and signed by the BOCC on April 13th, 2021. **Mr. Friesen moved, seconded by Mr. Sellers,** to approve the agreement with KDOT for construction on the 69th Avenue Bridge as presented by Mr. Brittain. The motion was approved by a roll call vote of 3-0.

County Administrator Randy Partington updated the Board:

- 1) On how the \$12 million CRF money was distributed.
- 2) He and Mr. Sellers thought it beneficial to attend a meeting with American Rescue Plan group that would give suggestions from the community on how to spend the upcoming \$12 million the county would be receiving.
- 3) An email was received regarding the KAC Conference on October 18th thru 20th, 2021 in Overland Park. He said four

rooms were reserved for attendees. He had not received an agenda yet for sessions.

- 4) The Treasurer emailed with the sales tax amounts showing the numbers are ahead 113 percent of last year.
- 5) Reminder June had three meetings, 8th, 22nd, and 29th and special meetings on July 6th and 7th for budgets.

Mr. Friesen requested a standardized department report having a template for reporting.

Commissioner comments:

Mr. Sellers commented on the Tele Health for the Health Department. He mentioned the meeting with American Rescue Plan to listen to community ideas. He stated with the General Election coming up on November 2nd, 2021, he would like to discuss putting the addition of 2 more members to the Commission Board on the ballot. He was concerned about the wind discussion supporting 45 to 60 days to move it forward placing it on the agenda again.

Mr. Friesen was frustrated with not being able to communicate with the other members between meetings regarding the wind regulations. **Mr. Friesen moved, seconded by Mr. Sellers,** to set as a standing item on the agenda for discussion of a five-member commission discussion. The motion was approved by a roll call vote of 3-0. He also discussed a pay increase and a legal question on automatic aide from the Rural Fire District Chiefs from the Yoder meeting. He said Mr. Weishaar spoke about a four-year planning session and the Fire Chiefs stepping up. Mr. Weishaar would be reporting next week on the meeting.

Mr. Hirst encouraged citizens in the townships to serve your community and sign up for elected positions. He was disappointed to not discuss the wind regulations today. He thought they needed to have an agreement and not wait and urged a discussion take place soon.

At 10:45 the meeting recessed for ten minutes.

The meeting reconvened with all Commissioners, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present.

At 10:55 **Commissioner Hirst read the motion** for the Board to recess into executive session for the purpose of preliminary

discussions regarding the acquisition of real estate for a period of 15 minutes with no formal decision expected. County Administrator Randy Partington and County Counselor Joe O'Sullivan to remain for the executive session at the conclusion of the session the Board will resume its regular session. **Mr. Sellers seconded**, and the motion was approved with a roll call vote of 3-0.

At 11:12 **Mr. Hirst moved** for the Board to recess into Executive Session to discuss a personnel matter pertaining to a non-elected employee for a period not to exceed 30 minutes. No formal decision is expected. Requesting Human Resources Director Helen Foster, Randy Partington, and Joe O'Sullivan remain for the executive session **seconded by Mr. Sellers**. The motion was approved by a roll call vote of 3-0.

At 11:42 **Mr. Hirst moved, seconded by Mr. Sellers**, to extend the executive session for 10 minutes more. The motion was approved by a roll call vote of 3-0.

At 11:50 **Mr. Hirst moved, seconded by Mr. Friesen**, to recess into Executive Session to confer with the Board's legal counsel on a privileged legal matter in the attorney/client relationship relating to contractual negotiations with the City of Hutchinson for a period of one hour with no formal decision expected. Requesting Sheriff Campbell, Randy Partington, and Joe O'Sullivan remain. At the conclusion of the Executive Session, the Board will return to regular session at which time the meeting would adjourn for the day.

At 12:32 p.m. the meeting adjourned until 9:00 a.m. Tuesday, June 8, 2021.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date



**AGENDA
ITEM #6C**

AGENDA ITEM

AGENDA DATE June 8, 2021

PRESENTED BY **Karla Nichols – Director, Reno County Health Department**

AGENDA TOPIC Outreach, Prevention and Early Development Services (OPEI) (aka Healthy Families Grant) - Letter of Intent and KDHE Amendment

SUMMARY & BACKGROUND OF TOPIC

The Reno County Health Department is the grant administrator for the passthrough of state and match funding under the OPEI agreement. July 1, 2021 will be the third year of the current working agreement with KDHE and the State of Kansas which started on July 1, 2018.

The signing of the Letter of Intent and the Amendment Three will allow the current agreement and work within the county with fund provided by this funding to continue. This funding provides funding for accredited and evidence-based home visitor programs that target low-income families with pregnant women and/or children from birth to age 3 (or age 5.)

ALL OPTIONS

Options:

- 1: Sign the Letter of Intent and the Amendment Three as presented.
- 2: Sign the Letter of Intent and the Amendment Three for a lesser amount.
This will reduce the services currently being provided through this project.
- 3: Not sign the Letter of Intent and the Amendment Three –
Stop funding services in its current form. This could cause concerns for community partners who work to provide as well as our community partners who fund the match funds for this project.

RECOMMENDATION/REQUEST

Reno County Health Department requests that the County approve the Letter of Intent and Amendment Three as presented.

POLICY / FISCAL IMPACT

The Reno County Health Department has included the continuation of the funding and the amounts passed through in the 2021 budget as well as the proposed 2022. There is a desire to continue this project in the future. Although most of the funds under this program are passed through the department does retain an administration percentage within the department.

AMENDMENT THREE
to the
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
DIVISION OF HEALTH CARE FINANCE
the
RENO COUNTY BOARD OF COMMISSIONERS
and the
RENO COUNTY HEALTH DEPARTMENT
for
Outreach, Prevention and Early Intervention Services

The above parties entered into an original contract in July 1, 2018 to develop, implement, and maintain a voluntary program that provides outreach, prevention and early intervention services to new, low-income parents and children with emphasis on adolescent and pregnant teen parents of at-risk infants in Reno, Kansas.

- I. The parties hereto agree to extend the original agreement from July 1, 2021 to June 30, 2022.
- II. The contractor will maintain accreditation with its choice of evidence-based home visitor programs that target low-income families with pregnant women and children from birth to age 3 (or age 5).
- III. Total funding for the period referenced above shall not exceed \$320,000.00; said amount comprising the County's certified matching funds of \$160,000.00 and the federal financial participation amount of \$160,000.00.
- IV. All remaining terms and conditions of the original agreement and subsequent addenda shall remain the same.

IN WITNESS HEREOF, the parties hereto affix their signatures to this Third Amendment.

RENO COUNTY

Ron Hirst
Reno County Commission Chair

Date

**RENO COUNTY
HEALTH DEPARTMENT**

Karla Nichols, Director
Reno County Health Department

Date

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Lee A. Norman, M.D.
Secretary

Date



209 West 2nd Ave.
Hutchinson, Kansas 67501-5232
(620) 694-2900
Fax (620) 694-2901
www.renogov.org/health

June 8, 2021

Kansas Department of Health and Environment
900 SW Jackson, Room 900N
Topeka, KS 66612

To: Blake Weiter
Contracts and Procurement Manager

The Reno County Health Department wish to participate in the KDHE Healthy Families Outreach, Prevention, and Early Intervention Program and understand that a match is required in order to pull down federal funding for the program. The source for matching dollars will be from the Maternal Child Health Grant, United Way, grants from local foundations (Hutchinson Community Foundation) and private donations. Reno County has adequate funding to provide up to \$160,000 in matching dollars.

Sincerely,

Reno County Commission Chair



Public Health
Prevent. Promote. Protect.



AGENDA ITEM

**AGENDA
ITEM #6D**

AGENDA DATE June 8, 2021
PRESENTED BY Randy Partington, County Administrator
AGENDA TOPIC Copier Lease/Maintenance Program

SUMMARY & BACKGROUND OF TOPIC

Reno County is currently contracted with Canon Solutions to provide copier lease and maintenance services for 35 machines located within 17 county departments and district court. Our current contract with Canon Solutions expires July 13, 2021. Departments were asked to review the current machines to determine if they could reduce the number of copiers and advise of any changes they would like to make. That resulted in reducing the overall number of machines from 35 to 33; upgrading one black/white machine to a color machine; and upgrading one black/white machine to include a larger paper deck.

Requests for Proposals were sent to nine copier vendors of which eight responded. Of the eight who responded, 360 Document Solutions provided the lowest proposal of \$2,101.11 monthly lease fees for all 33 machines; and click rate charges of \$0.003 per black/white copy and \$0.029 per color copy. 360 Document Solutions' proposal will save the county an estimated \$12,400 per year over the current contract in place; and is approximately \$6,800 less per year than the next lowest proposal.

ALL OPTIONS

1. Authorize the County Administrator and County Counselor to work with 360 Document Solutions for a contract agreement to be signed by the County Administrator.
2. Direct the County Administrator and County Counselor to work with one of the other vendors who submitted a proposal for the County Administrator to sign a contract agreement.
3. Return the agenda item to staff with recommendations to bring back to the board.

RECOMMENDATION/REQUEST

Option #1 – Authorize the County Administrator and County Counselor to work with 360 Document Solutions for a contract agreement to be signed by the County Administrator.

POLICY / FISCAL IMPACT

360 Document Solutions' proposal provides an estimated \$12,400 per year reduction on our copier lease/maintenance program. Departments budget for and pay the cost of their respective copiers.

Reno County Copier Lease and Maintenance RFP Responses

DUE: 5/14/2021

2020 b/w Copies 1,374,097

2020 clr Copies: 418,641

Vendor	Proposed Monthly Lease Fee All Units	Charge for B/W (overage if allowance	for Color (overage if allowance program is	Proposed Monthly Maint Fee per Unit	Toner Included? If not, please indicate cost	Itemized Billing by machine and Dept?	Annual Lease Fee	2020 b/w Copy Charge	2020 clr Copy Charge	Total annual est. cost lease/usage
360 Document Solutions	\$2,101.11	\$0.00300	\$0.029	\$0.00	Yes, Staples = \$79.90 ea	Not noted	\$25,213.32	\$4,122.29	\$12,140.59	\$41,476.20
Image Quest	\$2,290.00	\$0.00450	\$0.035	\$0.00	Not noted	Not noted	\$27,480.00	\$6,183.44	\$14,652.44	\$48,315.87
* Konica Minolta	\$2,302.17	\$0.00000	\$0.000	Various per unit	Yes	Not noted	\$27,626.04	\$0.00	\$0.00	\$48,602.04
Canon	\$2,997.98	\$0.00450	\$0.033	\$0.00	Yes	currently being done	\$35,975.76	\$6,183.44	\$13,815.15	\$55,974.35
SumnerOne Proposal 2	\$3,011.66	\$0.00595	\$0.045	Cost per copy	Yes	Not noted	\$36,139.92	\$8,175.88	\$18,838.85	\$63,154.64
SumnerOne Proposal 1	\$3,064.69	\$0.00595	\$0.045	Cost per copy	Yes	Not noted	\$36,776.28	\$8,175.88	\$18,838.85	\$63,791.00
** Ricoh	\$4,385.80	\$0.00680	\$0.049	Usage only	Yes, parts, labor, toner & staples	Not noted	\$52,629.60	\$9,343.86	\$20,513.41	\$82,486.87
*** Century Business Technologies	\$2,886.69	Various after overage	Various after overage	Various per unit	Yes	Not Noted	\$34,640.28	Unknown	Unknown	Unknown
Current Contract	\$2,411.34	\$0.00450	\$0.045	\$0.00	Yes	Yes	\$28,936.08	\$6,183.44	\$18,838.85	\$53,958.36

* Konica Minolta's monthly maintenance rate totals \$1,748 and comes with unlimited copies

** Ricoh offers a rebate and the first six months of leasing are free

*** Century Business' monthly maintenance rate comes with copy allowances varied by machine

360 DOCUMENT SOLUTION

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per unit	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT, Staple Finisher, Fax, Scan	3	\$81.23	\$243.70	\$0.003	\$0.029	\$0.00	Yes, Staples = \$79.90 ea	Not noted
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$73.89	\$147.78	\$0.003	\$0.029	\$0.00	Yes, Staples = \$79.90 ea	Not noted
3	4 Drawers, LCT, Inner Finisher, Fax, Scan	6	\$79.27	\$475.62	\$0.003	\$0.029	\$0.00	Yes, Staples = \$79.90 ea	Not noted
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$71.93	\$431.57	\$0.003	\$0.029	\$0.00	Yes, Staples = \$79.90 ea	Not noted
5	Desktop	2	\$10.92	\$21.83	\$0.003	n/a	\$0.00	Yes, Staples = \$79.90 ea	Not noted
6	2 Drawers, PCL, Fax, Scan	1	\$45.00	\$45.00	\$0.003	n/a	\$0.00	Yes, Staples = \$79.90 ea	Not noted
7	2 Drawers, Inner Finisher, PCL, Fax, Scan	6	\$52.25	\$313.47	\$0.003	n/a	\$0.00	Yes, Staples = \$79.90 ea	Not noted
8	2 Drawers, Inner Finisher, PCL, Fax, Scan	3	\$52.25	\$156.73	\$0.003	n/a	\$0.00	Yes, Staples = \$79.90 ea	Not noted
9	4 Drawers, LCT, Staple Finisher, PCL, Fax, Scan	4	\$66.35	\$265.41	\$0.003	n/a	\$0.00	Yes, Staples = \$79.90 ea	Not noted

\$2,101.11

IMAGE QUEST

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per unit	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT, Staple Finisher, Fax, Scan	3	\$105.00	\$315.00	\$0.0045	\$0.035	Not noted	Not noted	Not noted
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$90.00	\$180.00	\$0.0045	\$0.035	Not noted	Not noted	Not noted
3	4 Drawers, LCT, Inner Finisher, Fax, Scan	6	\$100.00	\$600.00	\$0.0045	\$0.035	Not noted	Not noted	Not noted
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$85.00	\$510.00	\$0.0045	\$0.035	Not noted	Not noted	Not noted
5	Desktop	2	\$10.00	\$20.00	\$0.0045	n/a	Not noted	Not noted	Not noted
6	2 Drawers, PCL, Fax, Scan	1	\$40.00	\$40.00	\$0.0045	n/a	Not noted	Not noted	Not noted
7	2 Drawers, Inner Finisher, PCL, Fax, Scan	6	\$45.00	\$270.00	\$0.0045	n/a	Not noted	Not noted	Not noted
8	2 Drawers, Inner Finisher, PCL, Fax, Scan	3	\$45.00	\$135.00	\$0.0045	\$0.035	Not noted	Not noted	Not noted
9	4 Drawers, LCT, Staple Finisher, PCL, Fax, Scan	4	\$55.00	\$220.00	\$0.0045	\$0.035	Not noted	Not noted	Not noted

\$2,290.00

KONICA MINOLTA

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per unit	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT, Staple Finisher, Fax,	3	\$85.01	\$255.03	\$0.00	\$0.00	\$70.00	Yes	Not noted
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$76.12	\$152.24	\$0.00	\$0.00	\$70.00	Yes	Not noted
3	4 Drawers, LCT, Inner Finisher, Fax,	6	\$84.32	\$505.92	\$0.00	\$0.00	\$70.00	Yes	Not noted
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$75.42	\$452.52	\$0.00	\$0.00	\$70.00	Yes	Not noted
5	Desktop	2	\$5.91	\$11.82	\$0.00	\$0.00	\$55.00	Yes	Not noted
6	2 Drawers, PCL, Fax, Scan	1	\$52.01	\$52.01	\$0.00	\$0.00	\$28.00	Yes	Not noted
7	2 Drawers, Inner Finisher, PCL, Fax,	6	\$60.43	\$362.58	\$0.00	\$0.00	\$28.00	Yes	Not noted
8	2 Drawers, Inner Finisher, PCL, Fax,	3	\$64.19	\$192.57	\$0.00	\$0.00	\$36.00	Yes	Not noted
9	4 Drawers, LCT, Staple Finisher, PCL,	4	\$79.37	\$317.48	\$0.00	\$0.00	\$36.00	Yes	Not noted

\$2,302.17

\$1,748.00

CANON

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per Configuration Group	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT, Staple Finisher, Fax, Scan	3	\$127.17	\$381.51	\$0.0045	\$0.033	\$0.00	Yes	currently being done
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$110.36	\$220.72	\$0.0045	\$0.033	\$0.00	Yes	currently being done
3	4 Drawers, LCT, Inner Finisher, Fax, Scan	6	\$115.16	\$690.96	\$0.0045	\$0.033	\$0.00	Yes	currently being done
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$98.35	\$590.10	\$0.0045	\$0.033	\$0.00	Yes	currently being done
5	Desktop	2	\$7.57	\$15.14	\$0.0045	n/a	\$0.00	Yes	currently being done
6	2 Drawers, PCL, Fax, Scan	1	\$54.29	\$54.29	\$0.0045	n/a	\$0.00	Yes	currently being done
7	2 Drawers, Inner Finisher, PCL, Fax, Scan	6	\$63.90	\$383.40	\$0.0045	n/a	\$0.00	Yes	currently being done
8	2 Drawers, Inner Finisher, PCL, Fax, Scan	3	\$72.50	\$217.50	\$0.0045	\$0.033	\$0.00	Yes	currently being done
9	4 Drawers, LCT, Staple Finisher, PCL, Fax, Scan	4	\$111.09	\$444.36	\$0.0045	\$0.033	\$0.00	Yes	currently being done

\$2,997.98

SUMNERONE PROPOSAL #2

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per unit	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT,Staple Finisher, Fax,	3	\$124.56	\$373.68	\$0.00595	\$0.04500	Cost per copy	Yes	Not noted
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$103.45	\$206.90	\$0.00595	\$0.04500	Cost per copy	Yes	Not noted
3	4 Drawers, LCT,Inner Finisher, Fax,	6	\$110.72	\$664.32	\$0.00595	\$0.04500	Cost per copy	Yes	Not noted
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$78.17	\$469.02	\$0.00595	\$0.04500	Cost per copy	Yes	Not noted
5	Desktop	2	\$13.07	\$26.14	\$0.00595	n/a	Cost per copy	Yes	Not noted
6	2 Drawers, PCL, Fax, Scan	1	\$64.67	\$64.67	\$0.00595	n/a	Cost per copy	Yes	Not noted
7	2 Drawers, Inner Finisher, PCL, Fax,	6	\$77.39	\$464.34	\$0.00595	n/a	Cost per copy	Yes	Not noted
8	2 Drawers, Inner Finisher, PCL, Fax,	3	\$81.45	\$244.35	\$0.00595	\$0.04500	Cost per copy	Yes	Not noted
9	4 Drawers,LCT, Staple Finisher, PCL,	4	\$124.56	\$498.24	\$0.00595	\$0.04500	Cost per copy	Yes	Not noted

\$3,011.66

SUMNERONE PROPOSAL #1

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per unit	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT,Staple Finisher, Fax,	3	\$124.56	\$373.68	\$0.00595	\$0.045	Cost per copy	Yes	Not noted
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$103.45	\$206.90	\$0.00595	\$0.045	Cost per copy	Yes	Not noted
3	4 Drawers, LCT,Inner Finisher, Fax,	6	\$110.72	\$664.32	\$0.00595	\$0.045	Cost per copy	Yes	Not noted
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$78.17	\$469.02	\$0.00595	\$0.045	Cost per copy	Yes	Not noted
5	Desktop	2	\$13.07	\$26.14	\$0.00595	n/a	Cost per copy	Yes	Not noted
6	2 Drawers, PCL, Fax, Scan	1	\$64.67	\$64.67	\$0.00595	n/a	Cost per copy	Yes	Not noted
7	2 Drawers, Inner Finisher, PCL, Fax,	6	\$77.39	\$464.34	\$0.00595	n/a	Cost per copy	Yes	Not noted
8	2 Drawers, Inner Finisher, PCL, Fax,	3	\$86.06	\$258.18	\$0.00595		Cost per copy	Yes	Not noted
9	4 Drawers,LCT, Staple Finisher, PCL,	4	\$134.36	\$537.44	\$0.00595		Cost per copy	Yes	Not noted

\$3,064.69

RICOH

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per unit	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT,Staple Finisher, Fax, Scan	3	\$173.52	\$520.56	\$0.0068	\$0.049	Usage only	Yes, parts, labor, toner & staples	Not noted
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$158.56	\$317.12	\$0.0068	\$0.049	Usage only	Yes, parts, labor, toner & staples	Not noted
3	4 Drawers, LCT,Inner Finisher, Fax, Scan	6	\$169.08	\$1,014.48	\$0.0068	\$0.049	Usage only	Yes, parts, labor, toner & staples	Not noted
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$154.12	\$924.72	\$0.0068	\$0.049	Usage only	Yes, parts, labor, toner & staples	Not noted
5	Desktop	2	\$54.39	\$108.78	\$0.0068	n/a	Usage only	Yes, parts, labor, toner & staples	Not noted
6	2 Drawers, PCL, Fax, Scan	1	\$78.32	\$78.32	\$0.0068	n/a	Usage only	Yes, parts, labor, toner & staples	Not noted
7	2 Drawers, Inner Finisher, PCL, Fax, Scan	6	\$90.39	\$542.34	\$0.0068	n/a	Usage only	Yes, parts, labor, toner & staples	Not noted
8	2 Drawers, Inner Finisher, PCL, Fax, Scan	3	\$108.48	\$325.44	\$0.0068	n/a	Usage only	Yes, parts, labor, toner & staples	Not noted
9	4 Drawers,LCT, Staple Finisher, PCL, Fax, Scan	4	\$138.51	\$554.04	\$0.0068	n/a	Usage only	Yes, parts, labor, toner & staples	Not noted

\$4,385.80

CENTURY BUSINESS TECHNOLOGIES

Config Key	Configuration	# of Copiers	Proposed Monthly Lease Fee per Configuration Group	Proposed Monthly Lease Fee per Configuration Group	Click Charge for B/W (overage if allowance program is used)	Click Charge for Color (overage if allowance program is used)	Proposed Monthly Maint Fee per Unit	Free Toner Supplies Included? If not, please indicate cost	Itemized Billing by machine and Dept?
1	4 Drawers, LCT,Staple Finisher, Fax, Scan	3	\$115.36	\$346.08	0.0079 after 12,000 copies/mo	0.048 after 6,300 copies/mo	397.2	Yes	Not Noted
2	4 Drawers, Staple Finisher, Fax, Scan	2	\$103.34	\$206.68	0.0079 after 8,000 copies/mo	0.048 after 4,200 copies/mo	264.8	Yes	Not Noted
3	4 Drawers, LCT,Inner Finisher, Fax, Scan	6	\$115.36	\$692.16	0.0079 after 24,000 copies/mo	0.048 after 12,600 copies/mo	794.4	Yes	Not Noted
4	4 Drawers, Inner Finisher, Fax, Scan	6	\$103.34	\$620.04	0.0079 after 24,000 copies/mo	0.048 after 12,600 copies/mo	794.4	Yes	Not Noted
5	Desktop	2	\$14.55	\$29.10	0.0079 after 1,000 copies/mo	n/a	7.9	Yes	Not Noted
6	2 Drawers, PCL, Fax, Scan	1	\$48.72	\$48.72	0.0079 after 4,000 copies/mo	n/a	31.6	Yes	Not Noted
7	2 Drawers, Inner Finisher, PCL, Fax, Scan	6	\$54.68	\$328.08	0.0079 after 24,000 copies/mo	n/a	189.6	Yes	Not Noted
8	2 Drawers, Inner Finisher, PCL, Fax, Scan	3	\$77.69	\$233.07	0.0079 after 12,000 copies/mo	0.048	94.8	Yes	Not Noted
9	4 Drawers,LCT, Staple Finisher, PCL, Fax, Scan	4	\$95.69	\$382.76	0.0079 after 16,000 copies/mo	0.048	126.4	Yes	Not Noted

\$2,886.69

**AGENDA
ITEM 6E**



KINGMAN COUNTY CLERK

Carol Noblit

130 N. Spruce

Kingman KS 67068

Phone: 620-532-2521 Fax: 620-532-5082

May 24, 2021

To Whom It May Concern:

I have enclosed a copy of the Neighborhood Revitalization Plan passed by the County Commissioners; Resolution 2021-R8 and a copy of the interlocal agreement.

There is a signature page included for you to sign, if you choose to approve the plan and participate please sign and check YES and if wish to not participate please sign and check NO.

If you would please return as soon as possible the signature page to the County Clerk's office. Also, if you have any questions please feel free to contact my office. Thank you.

Sincerely

Carol D Noblit
Kingman County Clerk

<p>Reserved for Register of Deed's Use</p>	<p>Reserved for Secretary of State's Use</p>
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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as this Agreement), entered into as of the __ day of ~~May~~^{April}, 2021~~18~~, by and between Kingman County, Kansas, a political subdivision of the state of Kansas, hereinafter referred to as A County, @ and the cities, townships, unified school districts and other political and taxing subdivisions identified in Schedule I attached hereto and incorporated herein by reference that have approved the Plan (as such term is defined herein) and have signed a counterpart of this Agreement, each of which is referred to herein as a "Participant" and, collectively, as "Participants".

WHEREAS, the County and each Participant are municipalities as such term is defined in K.S.A. 12-17,115(b) and K.S.A. 10-1101 and "public agencies" as such term is defined in K.S.A. 12-2903, as amended; and

WHEREAS, each Participant is located within the geographical boundaries of the County; and

WHEREAS, K.S.A. 12-2901 *et seq.* allows public agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

RESOLUTION

No. 2021- RS

**A RESOLUTION AMENDING AND CONTINUING THE
KINGMAN COUNTY NEIGHBORHOOD
REVITALIZATION PLAN AND DESIGNATION OF
REVITALIZATION AREA**

WHEREAS, the Board of County Commissioners of Kingman County, Kansas is a governing body empowered pursuant to the Kansas Neighborhood Revitalization Act, K.S.A. 12-17,114, *et seq.*, as amended. (The Act), to adopt a Neighborhood Revitalization Plan and to designate a revitalization area pursuant to the Act, for the purpose of the development and revitalization of Kingman County, Kansas, by stimulating new construction and the rehabilitation, conservation and redevelopment of real estate within certain designated areas of Kingman County, Kansas, in order to promote and protect the public health, safety and welfare of the citizens of Kingman County, Kansas; and

WHEREAS, This governing body, previously adopted, after compliance with all statutory requirements, a Neighborhood Revitalization Plan designating certain areas of Kingman County, Kansas, a Neighborhood Revitalization Area in Kingman County Resolution No. 2000-57; and

WHEREAS, the original Neighborhood Revitalization Plan adopted pursuant to Kingman County Resolution 2000-57 provides authority to renew and amend said plan; and

WHEREAS, this governing body desires to continue the Neighborhood Revitalization Area, as previously designated and as hereby amended; and

WHEREAS, it is the intention of this governing body that all taxing entities located within the Neighborhood Revitalization Area be offered the opportunity to participate in the Neighborhood Revitalization Plan pursuant to The Act; and

WHEREAS, the 2021 Amended Neighborhood Revitalization Plan is attached to this Resolution and incorporated by reference herein.

WHEREAS, the Kingman County Clerk shall forward an Interlocal Agreement to all taxing authorities located within the Neighborhood Revitalization Area in Kingman County, Kansas, requesting their participation and adoption of the Neighborhood Revitalization Plan.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Kingman County, Kansas, as follows:

The 2021 Amended Neighborhood Revitalization Plan, is hereby adopted by the Board.


The Neighborhood Revitalization Area previously designated in Kingman County Resolution No. 2000-57 shall remain as previously designated.

The Kingman County Clerk shall forward an Interlocal Agreement to all taxing authorities located within the Neighborhood Revitalization Area in Kingman County, Kansas, requesting their participation and adoption of the Neighborhood Revitalization Plan.


IN WITNESS WHEREOF, the above and foregoing resolution was adopted by the Board of County Commissioners of Kingman County, Kansas this 24th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF KINGMAN COUNTY, KANSAS

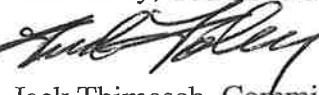
ATTEST:


Carol Noblit, County Clerk

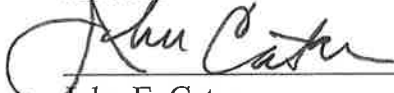



Jerry Henning, Chairman


Fred Foley, Commissioner


Jack Thimesch, Commissioner

APPROVED AS TO FORM:


John E. Caton
County Counselor



**KINGMAN COUNTY, KANSAS
2021 AMENDED
NEIGHBORHOOD REVITALIZATION PLAN**

PLAN DESCRIPTION

PURPOSE OF THE PLAN:

The Kingman County Neighborhood Revitalization Plan as previously amended and as amended by this 2021 Amended Plan (which are referred to, collectively, as the “Plan”) is intended to promote the revitalization and development of Kingman County by stimulating new construction and the rehabilitation, conservation or redevelopment in order to protect the public health, safety or welfare of the County by offering certain incentives including rebates of property taxes in accordance with the Plan.

PLAN QUALIFICATIONS:

Improvements including (1) newly constructed business and commercial buildings and improvements to existing business and commercial property and (2) newly constructed residential property and certain improvements to existing residential property are eligible for the benefits available through the Plan. There are specific requirements that must be satisfied in order for particular improvements to be qualified for such benefits. There also are specific requirements that must be satisfied in order for the Plan benefits to remain in effect.

ELIGIBLE APPLICANTS:

The owners of business and commercial property and of real property properly zoned for business and commercial use may apply for Plan benefits available for business and commercial uses.

The owner of existing residential property and of real property properly zoned residential housing use may apply for Plan benefits available for newly constructed residences and for improvements to existing residential property. Residential rental property, both single family and multifamily, is eligible for benefits as residential property rather than as business and commercial property.

APPLICATION PROCEDURES; APPLICATION FEE:

A completed Plan Application is required in order for a property owner to qualify for Plan benefits.

A completed Plan Application along with the Application Fee and all required supporting documents must be submitted to the office of the County Appraiser prior to the commencement of the construction of any of the planned improvements described in the

Application. Site work consisting of site leveling and removal of trees and shrubbery are permitted prior to submitting an Application but no construction of any kind is permitted prior to submitting an Application. Failure to submit a Plan Application prior to commencement of construction will result in rejection of the Plan Application and denial of Plan benefits.

The Plan Application must be submitted **at least five (5) business days** prior to the planned commencement of construction of the improvements to permit the Appraiser's Office to complete its inspection of the real property upon which the improvements will be located.

The Applicant must be the owner of the land upon which the improvements will be constructed.

Plan Applications are available in the office of the County Appraiser. The Application also is available on the County's web site: www.kingmancoks.org/NRP.

An Application Fee in the amount of \$150.00 is due when the Plan Application is submitted. The Application Fee may be paid in cash, by cashier's check or by a personal check. **If the Application Fee is paid by personal check, the Plan Application will not be considered to be submitted until the check is deposited and paid by the bank or other financial institution to the County Treasurer.**

REQUIRED INSPECTIONS:

After the Plan Application is approved and prior to commencement of any construction on any improvements, the County Appraiser must conduct an inspection of the real property upon which the improvements will be located and constructed. The purpose of the inspection is to establish the appraised "Preliminary Value" of the property prior to completion of the proposed improvements. The Preliminary Value is one of the factors that will be used to determine the Plan benefits as described in this Plan.

After the improvements described in the Plan Application have been completed, the Applicant must submit a Notice of Completion accompanied by an itemized list of the improvements constructed. When the Notice of Completion submitted, the County Appraiser will conduct an inspection of both the exterior and interior of the completed Plan improvements. The second inspection will provide the appraised "Base Year Value" of the structure or structures after completion of the Plan improvements. The Base Year Value also is one of the factors that will be used to determine the Plan benefits as described in this Plan.

The Preliminary Value, the Base Year Value and the Current Year Value used to determine plan benefits are "appraised" values, not fair market values. Under Kansas law, the appraised value of a particular property is dependent upon the property's classification for property tax purposes. For example, the appraised value of residential real property is equal to 11.5% of the property's fair market value. The appraised value of commercial or industrial

property is equal to 30% of the property's fair market value.

Taxpayers should be aware that the construction of improvements to real property that cost, for example, \$20,000, may or may not result in a \$20,000 increase in the property's fair market value. As a result, taxpayers should not assume that Plan improvements that cost \$20,000 will result in a Base Year Value that is \$20,000 more than the property's Preliminary Value.

The fair market value and appraised value of property in Kansas is determined by the County Appraiser from time to time in accordance with Kansas law and the directives of the Kansas Director of Property Valuation.

The Plan does not alter in any way the procedures provided by law for challenging the valuation of property for purposes of property taxation. Property owners should be aware, however, that filing a protest of value or paying taxes under protest will delay payment of Plan benefits until at least June of each year.

TIME FOR APPLYING FOR PLAN BENEFITS:

Applications for Plan benefits may be submitted commencing on **June 1, 2021** and must be submitted no later than **May 31, 2024**. Applications for Plan benefits approved during such three-year period will be eligible for Plan benefits for the applicable Plan Benefit Term after completion of the improvements described in the Plan Application.

PLAN BENEFIT TERMS:

Eligible improvements to **business and commercial structures** will be entitled to Plan benefits for a period of **ten (10) tax years** commencing in the tax year after completion of the eligible Plan improvements (the "Business Plan Term"). The amount of the property tax refund is dependent in part upon the amount expended for Plan improvements, but the minimum amount required to be invested is \$25,000.

Eligible improvements to **residential structures** will be entitled to Plan benefits for a term of **five (5) tax years** commencing in the tax year after completion of the eligible Plan improvements (the "Residential Plan Term"). The Plan requires a minimum investment in Plan improvements of \$25,000 and the Plan benefits are limited to residential Plan improvements costing no more than \$250,000. Plan improvements in excess of \$250,000 for residential property will not increase the amount of the maximum property tax refund.

ELIGIBLE IMPROVEMENTS:

Plan benefits are limited to certain qualifying newly constructed structures and to improvements to existing structures. In addition, there are minimum investment requirements that must be satisfied.

What is a Structure? A "structure" is defined to mean any building, wall or other structure, including a newly constructed structure and improvements to existing structures and fixtures permanently attached to the real estate. A structure **does not include** landscape sprinkling systems, fences, landscaping, gazebos, garden sheds or similar structures, patios, hot tubs, swimming pools, irrigation wells and equipment and similar improvements.

Any questions regarding the eligibility of certain proposed improvements for Plan benefits should be discussed with and approved by the County Appraiser before the Application is submitted.

Compliance with Building Permits and Codes. All newly constructed structures and improvements to existing structures must comply with all applicable building permits, laws and building codes and with any requirements imposed in connection with issuance of any required building codes. Compliance with all County and City zoning and land use regulations is required both during the construction and after completion of any eligible improvement. Any violation of such building permit, building codes, zoning and land use regulations may result in termination of Plan benefits.

Limitations on Plan Benefits. Plan benefits will be limited to those for eligible improvements described in the Plan Application. Additional improvements and material changes to the improvements described in the Plan Application will not result in any increase in Plan benefits.

Completion of Construction; Only One Extension is Permitted. All newly constructed structures and improvements to existing structures must be completed within one (1) year after the date the Plan Application is submitted. A property owner may make a written request for a one-year extension of the completion requirement. No more than one extension for completion of eligible improvements will be approved. An Applicant's failure to complete the improvements described in the Plan Application will result in denial of any Plan benefits with respect to such improvements.

Extension Application Fee. A request for an extension of the construction completion requirement must be accompanied by Plan Application Extension Fee in the amount of \$75.00. The Plan Extension Fee must be paid in the same manner as the Plan Application Fee.

DETERMINATION OF PLAN BENEFITS:

The primary benefit for individual taxpayers who qualify for Plan benefits is a possible refund of a portion of the real estate property taxes paid by such taxpayers in the years after the year in which construction and installation of Plan improvements is completed. The amount of such property tax refund is determined in part by the difference between the property's Preliminary Value and either the Base Year Value or the Current Year Value of the property, whichever value is less. The other factor used in computing the Plan benefit is the County's

property tax levies which are determined by the County budget approved each year by the Board of County Commissioners which tax levies will vary from year to year.

For example, if the Preliminary Value of a taxpayer's commercial property is \$50,000.00 (the assessed value prior to the construction and installation of Plan improvements) and the Base Value (the assessed value after completion of the Plan improvements) is \$75,000.00, the increase in the property's assessed valuation is \$25,000.00. If the property tax mill levy based on the annual budgets approved by all the taxing subdivisions in which the taxpayer's property is located is 100 mills (one mill is equal to \$1.00 for each \$1000 of assessed tax value), the taxpayer's real property taxes due to the increase in the taxpayer's property's appraised value would be \$2,500.00.

Under the Plan, a taxpayer who makes Plan improvements to the taxpayer's property is entitled to a refund of a portion of the additional property taxes actually paid by the taxpayer during the Business and Commercial Plan Term or Residential Plan Term in accordance with the following schedules which reflect the aggregate amount expended for Plan improvements:

Business and Commercial Plan Term (varies by the amount expended for Plan Improvements)

Year*	\$25 to \$500**	>\$500 to \$3,000**	>\$3,000**
1	95%	95%	95%
2	95	95	95
3	95	95	95
4	80	95	95
5	70	95	95
6	60	95	95
7	50	70	70
8	50	60	70
9	30	50	70
10	20	20	70

Residential Plan Term

Year*	
1	70%
2	50
3	30
4	20
5	10

* Commencing in the tax year after completion of Plan improvements

** Amounts in 000s

The amount of the Plan benefits payable to any participating taxpayer also is dependent, in part, upon the location of the taxpayer's property and whether the taxing subdivisions in which such property is located elect to cooperate with the County to implement the Plan. If a particular city, school district or township declines to cooperate in implementing the Plan, the taxes due and payable as a result of the tax levies of such taxing subdivision will not be taken into consideration in determining the amount of Plan benefits payable to a particular taxpayer.

A list of the cooperating taxing subdivisions will be available on and after January 1, 2022 in the office of the County Clerk.

The amount of the Plan benefit payable to each participating taxpayer each year is determined the County Clerk in cooperation with the County Treasurer and the County Appraiser. Checks in payment of current year property tax refund will be distributed to eligible taxpayers in each year.

Plan benefit payments will be delayed in the event the property owner files a protest of the property's value or in the event any taxes due are paid under protest. In such event, Plan benefits will not be paid until June.

FORFEITURE OF PLAN BENEFITS:

The Plan requires that participating taxpayers pay all taxes **promptly when due on or before December 20 and May 10** in each year. Such taxes include *ad valorem* property taxes on real property and on tangible and intangible personal property as well as special assessments levied by taxing subdivisions in the County to pay the costs of public improvements. **A taxpayer's failure to pay any taxes when due will result in a forfeiture of any and all Plan benefits for the remainder of the applicable Plan Term.** Plan benefits so forfeited will not be reinstated even if such taxes eventually are paid.

CONCLUDING STATEMENT:

Taxpayers who are interested in making application for Plan benefits should read this Plan description in its entirety. The Plan Application requires each Applicant to state that the Applicant has read this Plan, owns the real property upon which the proposed improvements will be located and understands the Plan and the Plan Application.

The Board of County Commissioners has delegated to the County Appraiser responsibility for reviewing and either approving or disapproving Plan Applications. Questions regarding this Plan Description, the Plan or the Plan Application should be directed to the County Appraiser.

WHEREAS, K.S.A. 12-17,114 *et seq.* (referred to herein as the “Act”) provides a program for neighborhood revitalization and K.S.A. 12-17,119 further provides that two or more municipalities may agree, pursuant to K.S.A. 12-2901 *et seq.*, to exercise powers and duties authorized by the Kansas Neighborhood Revitalization Act; and

WHEREAS, it is the desire and intent of the parties hereto to facilitate and provide for the economic development incentives as provided for in K.S.A. 12-17,114 *et seq.*; and

WHEREAS, this Agreement shall be submitted, pursuant to K.S.A. 12-2904(f), to the Attorney General of the State of Kansas for a determination as to whether the agreement is in proper form and compatible with the laws of the State of Kansas; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Each of the undersigned Participants have duly approved the Neighborhood Revitalization Plan previously adopted by the County as the same has been previously supplemented and amended and as supplemented and amended by the ~~2018~~ 2021 Amended Neighborhood Revitalization Plan in the form attached hereto (the “Plan”), the provisions of which Plan are incorporated herein by reference as if fully set forth herein.
2. The County shall administer the Plan as adopted by the parties hereto. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment in the County and to provide rebates to taxpayers, all as provided in the Act and the Plan. Any increment in property taxes received by parties hereto resulting from qualified improvements to property situated within the County and within the boundaries of a Participant pursuant to the Plan shall be credited to the Kingman County Neighborhood Revitalization Fund and shall be disbursed by Kingman County on behalf of the parties hereto. The parties acknowledge and agree that five percent (5%) of such increment, as defined in K.S.A. 12-17,118 may be used to pay the County for administrative costs of implementing and administering the plan.
3. That no later than November 1 of each year the county clerk of Kingman County shall certify to the state commissioner of education the assessed valuation amount of any school district therein, determined in accordance with K.S.A. 12-17,118(e), for which tax increment rebates have been made by or on behalf of the school district during the previous year in accordance with this agreement and pursuant to K.S.A. 12-17,118(e).
4. This Agreement shall remain in full force and effect unless written notice is given by any party to this agreement to each of the other parties on or before June 1, 2019 or June 1 of any year thereafter. If said notice is given, this Agreement shall terminate as of the succeeding December 31, provided however, any applications for tax rebate submitted prior to termination shall, if approved, be considered eligible for the duration of the rebate period in accordance with the Plan. The parties agree to undertake a review of the neighborhood revitalization plan to determine whether modifications thereof are needed prior to the third anniversary of the Effective Date of this agreement and every third anniversary thereafter or more frequently upon the written request of any party hereto

5. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted to assure that all parties shall at all times remain in compliance with any such laws. All parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of such parties' legal counsel, the Agreement may be deemed to violate the terms of any such law. The form of the Kansas Department of Administration Form DA--146a is attached hereto and the provisions thereof are incorporated by reference.
6. The effective date of this Agreement shall be as of January 1, 2019-2022 (the "Effective Date"), after adoption by all of the parties to this Agreement and approval by the Attorney General of the State of Kansas.

[The balance of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

ATTEST:



Carol Noblit, County Clerk



BOARD OF COUNTY COMMISSIONERS
OF KINGMAN COUNTY, KANSAS


John Steffen, Chairman

APPROVED AS TO FORM:


John E. Caton
County Counselor



AGENDA ITEM

**AGENDA
ITEM #6F**

AGENDA DATE June 8, 2021

PRESENTED BY Sheriff Darrian Campbell

AGENDA TOPIC Approval of Flock Safety Contract

SUMMARY & BACKGROUND OF TOPIC

Flock Safety is a company that offers cameras that will allow for law enforcement personnel to receive alerts and notifications when specific vehicles or license plates travel in specified areas. Only law enforcement officers are allowed to log in and receive alerts of stolen, B.O.L.O. (be on the lookout), vehicles and can make actionable evidence available by a search.

Reno County Sheriff's Office Policy 424 dictates the purpose which the system is authorized for use and can only be utilized for official law enforcement business. With the purchase of the technology, training will be required by each Deputy prior to access of the software.

ALL OPTIONS

1. Authorize the County Administrator to sign the Flock Safety contract
2. Deny the Flock Safety contract

RECOMMENDATION/REQUEST

It is my recommendation that the County Commission approve the Flock Safety proposal and authorize the County Administrator to sign the contract.

POLICY / FISCAL IMPACT

The cameras each cost \$2,500 per year with an installation fee of \$250 per camera. The first-year total will be \$16,500. Year two, the cost will be \$15,000. Monies received from diversion fees help offset the overall cost, though the expenditure will be out of the General Fund.



**FLOCK GROUP INC.
SERVICES AGREEMENT**

ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer:	<input type="text" value="Reno County"/>	Contact Name:	<input type="text" value="Sheriff Darrian Campbell"/>
Address:	<input type="text" value="206 W 1st Ave
Hutchinson, KS 67501"/>	Phone:	<input type="text" value="620-694-2735"/>
		E-Mail:	<input type="text" value="darrian.campbell@renolec.com"/>
Expected Payment Method:	<input type="text" value="Choose One"/>	Billing Contact: <small>(if different than above)</small>	<input type="text" value="Billing Contact Name"/>
			<input type="text" value="Billing Contact Phone"/>
			<input type="text" value="Billing Contact Email"/>

Initial Term: 24 Renewal Term: 24 Months	Billing Term: Annual payment due Net 30 per terms and conditions
---	--

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	6	\$15,000.00
Implementation Fee (Public)	\$250.00	6	\$1,500.00

Year 1 Total **\$16,500.00**

Recurring Total: \$15,000.00

Special terms:

- N/A

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: 	
Name: Alex Latraverse	Name: 
Title: VP of Growth	Title: 
Date: 05/26/2021	Date: 

EXHIBIT A

Statement of Work

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to Agency upon the instructions of Non-Agency End User ("**Notifications**");

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("**Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Authorized End User**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 "**Agency Data**" will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

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1.6 "**Footage**" means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 "**Hardware**" shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.8 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 "**Installation Services**" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 "**Flock Services or Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 "**Non-Agency End User**" means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 "**Non-Agency End User Data**" means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 "**Unit(s)**" shall mean the Hardware together with the Embedded Software.

1.14 "**Usage Fee**" means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 "**Support Services**" shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services makes available to Agency and Authorized End Users. **WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE.** To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

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2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location

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allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

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Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business

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(hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

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4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the "**Initial Fees**") as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). Agency believes that Flock has billed Agency incorrectly. Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or

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termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a “*Renewal Term*”, and together with the Initial Term, the “*Service Term*”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock’s own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party’s making an assignment for the benefit of creditors, or (iii) upon the other party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency’s right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency’s Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no

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additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF

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BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

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10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

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10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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 REQUEST

INFORMATION: Discussion of setting priorities for fire districts
(From and Issue)

PRESENTED BY: Emergency Management Director, Adam Weishaar

AGENDA DATE: June 8, 2021

BACKGROUND

On May 7, 2021, the Reno County Commissioners held a study session to hear the findings of the county fire study completed by 5Bugle Training and Consulting. At that study session, Commissioner Sellers moved and Commissioner Hirst seconded “that the County Administrator confer with the District Fire Chiefs on ways to implement the recommendations. The County Administrator’s initial focus should be the Mandated Improvements outlined in portions of Article 1, paragraph D. on page 9 of the Report”. County staff met with the district fire chiefs and created the attached memorandum for record. In addition, county staff recommends adding a full-time position to work with the fire districts. See the attached memorandum dated June 2, 2021.

ALTERNATIVE

- 1) Hire a full-time fire service professional to create, adopt, and implement a strategic plan.
- 2) Hire a full-time fire chief and consolidate all county fire districts into one district.
- 3) Maintain current organizational structure

RECOMMENDATION

Alternative #1 – by hiring a full-time fire service professional, that person can work with the chiefs and make necessary improvements.

FISCAL IMPACT



Emergency Management

Reno County
206 W 1st Ave
Hutchinson, KS 67501
620-694-2974

MEMORANDUM

TO: Board of County Commissioners

FROM: Adam Weishaar – Emergency Management Director

DATE: June 2, 2021

SUBJECT: Full-time Fire Service Professional

There have been administrative issues with a few of the fire chiefs for several years. In 2017, Gary Meagher (previous County Administrator), Joe O’Sullivan, and I met with the fire chiefs to discuss these administrative issues. The Chiefs stated they did not know what was expected of them and agreed to work together for a common goal. At that meeting, the chiefs agreed to be held accountable to a fire chiefs position description. County staff drafted a county fire chiefs position description and revisions/edits were made by the county chiefs. Once the document was agreed upon by the county chiefs and staff, it was taken to the Board of County Commissioners for adoption. Since this was adopted in 2017, we continue to have the same issues with the same chiefs who are not meeting the standards that were agreed upon.

In early 2019, there were several requests to expand, remodel, or build new fire stations. As the size of fire equipment and number of fire units have increased, some of the existing stations are no longer adequate. Before making any additional large purchases, the county contracted with 5Bugle Training and Consulting to document current strengths, weaknesses, opportunity, and threats; training, manpower, and attracting/retaining volunteers. 5Bugle conducted a written survey and site visit in 2020. On May 7, 2021, 5Bugle completed the fire study and presented it to the Board of County Commissioners.

Since the presentation to the Commission, the Reno County Fire Chiefs have agreed to make some changes to their departments as the result of the fire study completed by 5Bugle Training and Consulting. During the next 12 months, the fire chiefs will work on the following items:

- 1) Standard Operating Guidelines (SOGs)
- 2) Paying Bills on time
- 3) Radio Transmissions
- 4) Up to date inventory
- 5) Station needs
- 6) Equipment needs
- 7) Training

8) Contracts

Per the Fire Chief's Position Description, the fire chiefs work under the supervision of the County Administrator and through the Emergency Management Director. Currently the Emergency Management Office is working outside of their typical assigned job duties to accomplish tasks for the Reno County Fire Districts, which takes a significant amount of time. Some of those tasks include but are not limited to:

- 1) Prepare and maintain budgets
- 2) Track, approve spending
- 3) Input invoices
- 4) Insurance
- 5) Workman's Compensation
- 6) Payroll
- 7) Respond to insurance inquiries and Kansas Open Record Requests
- 8) Work as a liaison between the volunteer fire districts and County Administrator

Article 1, paragraph D. on page 9 of the 5Bugle study states: "

"Create and adopt a Strategic Plan to set priorities for meeting the County's fire service needs, focus energy and resources to accomplish each priority, strengthen operations and ensure that the fire chief, his/her chief officers, local officers, firefighters, and other stakeholders are working toward common goals. The strategic plan will help establish mutual agreement on intended outcomes and assess and adjust the organization's direction in response to a changing environment.

The Strategic Plan may include an analysis of current fire district boundaries along with any recommended changes, or the development of practices that ensure compliance with current state statutes that regulate how emergency services can be delivered outside a fire district.

It would also address the state of fire district infrastructure, including a refurbishment and/or replacement schedule and how to innovatively address the needs of fire districts that face fiscal constraints as part of the greater County Fire Department."

To successfully mandate improvements, the hiring of a full-time fire service professional will be necessary. This will not only help the fire districts meet the goals they have set for themselves but also bring uniformity to fire equipment and response.



Emergency Management

Reno County
206 W 1st Ave
Hutchinson, KS 67501
620-694-2974

MEMORANDUM FOR RECORD

May 24, 2021

SUBJECT: Reno County Fire Chiefs' Strategic Plan Priorities

On May 7, 2021, the Reno County Commissioners held a study session to hear the findings of the county fire study completed by 5Bugle Training and Consulting. At that study session, Commissioner Sellers moved and Commissioner Hirst seconded "that the County Administrator confer with the District Fire Chiefs on ways to implement the recommendations. The County Administrator's initial focus should be the Mandated Improvements outlined in portions of Article 1, paragraph D. on page 9 of the Report".

On May 19, 2021, the Reno County Fire District Chiefs met with the Reno County Administrator, Reno County Emergency Management and Commissioner Friesen to discuss the 5Bugle training and consulting study.

At the start of the meeting, each person present was presented with a copy of the draft meeting minutes from the study session, the Reno County Fire Chief's Position Description, and a page 9 of 5Bugle's report. The Fire Chiefs were encouraged to watch the Commission Study Session online on their own time if they have not done so already. The Chiefs were asked to participate in outlining their ideas to put into a memorandum for record to be presented to the Board of County Commissioners.

The Chiefs stated they called their own meeting on May 17, 2021 to come up with ideas to present to the county. Present at that meeting were Reno County Fire Districts 3, 4, 6, 8, 9, and Joint 1.

Below are several changes and improvements that the county chiefs have agreed to.

1. Share and adopt a common baseline set of Standard Operational Guidelines (SOGs)
 - a. Those who have SOGs will share them, they will be reviewed, changed and implemented county wide.
 - b. Lexipool Public Safety Policy & Training Solutions was discussed as a possible option. This is currently being used by multiple Fire Departments and Law Enforcement agencies in the county,
 - c. VFIS, the insurance provider for all fire districts also have a set of SOGs that can be modified and adopted by the county. This option will be explored as well.
 - d. Implementation: this drafting and training on policies can start immediately; however, to implement these into everyday practice will take some time, it will not happen overnight.

2. Radio Transmissions
 - a. Use Active911 to see how many firefighters you have going to the call for service. Once there are enough firefighters responding, tell dispatch your district is responding via radio transmission, so they know you are responding.
 - b. Implementation: This can happen immediately.
3. Turf Kills: Contract between fire districts for automatic aid
 - a. Chiefs are willing to invoice and pay for an automatic response from surrounding districts on certain situations.
 - i. The chiefs will send invoices/pay these invoices once at the end of the year.
 - b. Chiefs will start putting together heat maps so they know days/times they do not have firefighters available
 - c. County will look at utilizing the mutual aid box alarm system to ensure an effective response force is utilized on each scene.
 - d. Implementation: contracts will need to be explored with the County Counselor. The Computer Aided Dispatching (CAD) system will need to have new response plans built into it.
4. Training: Build a standard training calendar together with the other district chiefs- ensure that each fire station has a computer and internet access so firefighters can train remotely.
 - a. Firefighters will need to take initiative to make time for training.
 - b. Training will be available and convenient to firefighters
 - c. Be sure to train on the basics every year
 - d. Hold training once a month and allow firefighters to train with other districts
 - e. Ensure firefighters are trained to a minimum level
 - f. Be sure they firefighters are qualified to complete the task they are assigned to while on an emergency scene
 - g. Each district will appoint a training officer. Those training officers will meet monthly to discuss and organize training for the fire districts
 - h. Implementation: Training officers can be appointed and start meeting during the next 12 months. Training practices will be a focus of the districts starting in June 2022.
5. Bill Paying: ensure chiefs pay their bills on time and will be held accountable for this.
 - a. Implementation: Immediately.
6. Each Chief will work with other district chiefs on issues that may arise.
 - a. Chiefs will hold a meeting between all district chiefs every month of the year
 - b. They will use each other as a support group
 - c. There will be an agenda created for each chiefs meeting so they chiefs come prepared to participate
 - d. Implementation: this will start June 2021.
7. Infrastructure and Equipment
 - a. Coordinate with other districts to standardize capital improvement plans
 - b. Work with the county to create a fire district purchasing policy

- c. Create a standardized capital improvement request form
 - d. Work together on station designs keeping in mind the cancer initiatives
 - e. Implementation: this will have to be have to be a stair step approach, it will take some time for the districts with less funding to meet infrastructure and equipment requirements. This will be a focus of June 2022-2023.
8. Position Description
- a. Work together to ensure each chief is meeting the requirements of the position description
 - b. Implementation: Immediately
9. Quarterly meetings with County Administrator:
- a. The County Administrator agreed to meet with the county chiefs at their meeting once a quarter.
 - b. Implementation: Immediately.

In addition to the noted changes and improvements the chiefs agreed to, they county has agreed to look at how to complete the following tasks:

1. hold the chiefs accountable.
 - a. An annual review and/or a periodic grade card system for each chief was discussed.
2. Provide purchasing cards for the fire chiefs
3. Talk with county Information Technology Department (IT) to see if computers, software, and Sharepoint access can be provided.
4. Revisit the chiefs pay
 - a. Chiefs pay was last updated by resolution in 2007.
 - b. Chiefs were asked to track hours or determine an alternate method as to what would be fair pay for each chief.

Sincerely,



Adam Weishaar
Director

Attachments:

Board of Reno County Commissioners study session draft minutes May 7, 2021
Reno County Fire Chiefs Position Description
Resolution 2007-12

May 7, 2021
Reno County Courthouse
Hutchinson, Kansas

The Board of Reno County Commissioners held a study session with Chairman Ron Hirst, Commissioner Daniel Friesen and Commissioner Ron Sellers, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present. Emergency Management Director Adam Weishaar, Emergency Management Specialist Todd Strain, and Fire Chief Bobby White were also present.

At 8:30 Mr. Hirst opened the session.

County Administrator Randy Partington introduced 5 Bugle Training and Consulting Bruce Fuerbringer, M.S., EFO who made a presentation on the Reno County Fire Districts. He spoke about Kansas Fire Service requirements/standards and mandates. He talked about the responsibilities of the Commission as Fire Board. He reviewed the survey he did and gave thirteen issues and other survey outcomes. He suggested each of the commissioners visit all the rural fire stations and communicate with personnel listening to their issues, agree on common goals, and having the Chiefs buy in.

Fire Chief Bobby White said communication and accountability were important. In his opinion they should have a new fire board or overseer to build trust.

A discussion that took place with respect to whether the Board of County Commissioners could delegate its authority as the Fire Board to another entity or entities. County Counselor Joe O'Sullivan stated that in the 1960's the county Commission had appointed advisory boards for each of the fire districts. Their purpose was to advise the county commission, as the governing body of each Fire District, as to the level of emergency response expected by the constituents in each District. He said the advisory boards had no legal authority, but some acted at times as if they had. They were disbanded in the mid-1980's. He advised that Kansas Statutes provide for the creation of a Board of Trustees for a fire district and further provides that the county commission to delegate some of its authority to the Trustees. He said the county commission had never seriously considered appointed Boards of Trustees to manage the Fire Districts.

The Board asked questions and then spoke about the direction they would like to continue with the information reviewed today. They discussed having staff come up with ideas with clear achievements starting the communications with the Fire Chiefs.

Emergency Management Director Adam Weishaar stated he would start by creating a strategic plan then he asked where the Commission wanted to start on the Fire Districts?

Mr. Sellers moved, seconded by Mr. Hirst, for this Board to accept the findings, evaluation, development study and recommendations of the Five Bugle Training and Consulting Report dated May, 2021 and that the County Administrator confer with the District Fire Chiefs on ways to implement the recommendations. The County Administrator's initial focus should be the Mandated Improvements outlined in portions of Article 1, paragraph D. on page 9 of the Report as follows:

Create and adopt a Strategic Plan to set priorities for meeting the County's fire service needs, focus energy and resources to accomplish each priority, strengthen operations and ensure that the fire chief, his/her chief officers, local officers, firefighters, and other stakeholders are working toward common goals. The strategic plan will help establish mutual agreement on intended outcomes and assess and adjust the organization's direction in response to a changing environment.

The Strategic Plan may include an analysis of current fire district boundaries along with any recommended changes, or the development of practices that ensure compliance with current state statutes that regulate how emergency services can be delivered outside a fire district.

The County Administrator should make his initial report to the Board on June 8, 2021. The motion was approved by a roll call vote of 3-0.

At 11:40 a.m. the meeting adjourned until 9:00 a.m. Tuesday, May 11, 2021.

Approved:

Chair, Board of Reno County Commissioners
(ATTEST)

Reno County Clerk
cm

Date

I. Mandate Improvements That Meet Current Fire Service Best Practices:

- A. The Board of County Commissioners, as the governing authority over the fire districts, create a process in which all of the individual fire district fire chiefs are mandated to improve practices including, but not limited to, the development of common management and operational practices, such as Standard Operating Guidelines (SOG's), budgeting procedures (including a Capital Improvement Plan [CIP]), training practices, officer development and planning efforts. The Board of County Commissioners would hold the chiefs accountable (as they should currently be doing) or provide someone that has the support of the Board with the administrative/ operational authority over the districts to ensure compliance.

Those fire chiefs that refuse to cooperate and comply with the Board's directive are to be relieved of their duties.

- B. Develop or use an established curriculum for a Chief Officer training program. The curriculum should be adapted to Reno County's needs to assist chief officers attain the skills to successfully perform the duties outlined in the fire chief job description.
- C. Create a liaison fire chief position from among the fire district fire chiefs to function as the representative of the fire districts to discuss issues, bring ideas and recommendations or otherwise creatively problem solve with the Board of County Commissioners.
- D. Create and adopt a Strategic Plan to set priorities for meeting the County's fire service needs, focus energy and resources to accomplish each priority, strengthen operations and ensure that the fire chief, his/her chief officers, local officers, firefighters, and other stakeholders are working toward common goals. The strategic plan will help establish mutual agreement on intended outcomes and assess and adjust the organization's direction in response to a changing environment.

The Strategic Plan may include an analysis of current fire district boundaries along with any recommended changes, or the development of practices that ensure compliance with current state statutes that regulate how emergency services can be delivered outside a fire district.

It would also address the state of fire district infrastructure, including a refurbishment and/or replacement schedule and how to innovatively address the needs of fire districts that face fiscal constraints as part of the greater County Fire Department.

II. Consolidate Current Fire Districts into One District with One Fire Chief:

- A. Establish a system that allows individual Townships to retain their identity as a member of the greater fire protection system yet supports centralized management and a collaborative decision-making process that include purchasing policies that are developed based on need and safety benefits.
- B. Allocate budget dollars across current fire district borders to be able to spend monies where the most critical need is, ensuring minimum standards are met throughout the County.

RENO COUNTY POSITION DESCRIPTION

JOB TITLE: Fire Chief - Volunteer Department

Grade: S

Exempt

PCP Level: 4

Position Summary: Under the supervision of the County Administrator, and through the Emergency Management Director, this position is responsible for the proper, professional and efficient operation of the Fire District. Job responsibilities are primarily administrative and supervisory including but not limited to operations, training, safety and education. This is a volunteer position and is customarily responsible for the preparation and response to emergencies.

Essential Functions:

Must supervise, regulate and manage all district activities;

- Ensure all volunteers are properly qualified, protected and trained to respond to any type of fire related emergency;
- Holds volunteers accountable for performance
- Supervise and coordinate hazardous materials responses and preparedness with other departments;
- Draft and present department budget to the Emergency Management Director and County Administrator;
- Make purchasing decisions for invoices totaling \$5,000 or less
- For invoices totaling over \$5,000, develop equipment specifications and submit them to the Emergency Management Director and County Administrator for bid process according to policy and procedures;
- Manages all invoices in a timely manner
- Ensure effective maintenance, repair, improvement and replacement of all firefighting equipment, vehicles and property owned or managed by the District, including managing a capital improvement or replacement program
- Have knowledge and understanding of long term goals and objectives of the department;
- Provide a written report to the Board of County Commissioners when requested and attend meetings as required;
- Address questions, concerns and complaints from the general public
- Work with the Emergency management Director to meet staffing needs including the hiring, discipline and termination of subordinate personnel;
- Submit payroll on a quarterly basis
- Oversee Quality Assurance/Quality Improvement Program for the department;
- Ability to safely operate all vehicles and equipment assigned to any staff member at the station;
- Investigates the causes and circumstances of fires, prepares fire reports and submits them to the appropriate authority
- Processes all insurance claims for property and workman's compensation in a timely manner
- Attend monthly fire Chief's meetings
- Makes recommendations to the Emergency Management Director, County Administrator and/or the Board of County Commissioners to improve the quality and quantity of Rural Fire District Services
- Respond to open records request within 72 hours
- Ensure effective command and control procedures are in place

Marginal Functions

- Other duties as assigned by county administration

Position Qualifications:

- Possess a valid Kansas Driver's License; Non-Commercial Class B preferred
- Eligible to work in the United States
- Reside within the Fire District and Reno County
- Firefighter 1 or equivalent experience

Skills and Abilities

- **Experience:** Five years' experience providing full service public safety functions at an officer's rank and or management equivalent preferred.
- **Accountability:** Employee is responsible for budgetary control of the department and does participate in the annual budget process
- **Supervision:** Supervision and Control of all departmental staff and activities
- **Personal Relations:** Strong interpersonal skills are required. Contact with public, County Departments, other agencies and entities is expected
- **Working Conditions:** This position involves work both indoors and outdoors year round in varying weather and extreme exigent conditions. Ability to wear Personal Protective Equipment (PPE) (Ear protection, bunker/wildland gear and safety glasses)

Reasonable Accommodation Statement

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions and skills.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change

Printed Volunteer Name _____
Date

Volunteer Signature _____
Date

Reno County Board of Commissioner (or designee) _____
Date

Reno County Board of Commissioner (or designee) _____
Date

Reno County Board of Commissioner (or designee) _____
Date

EOE /Original: Human Resources Department Copy: Employee/Department Director

JOB DESCRIPTION WORKSHEET

Position: Fire Chief - Volunteer Department

Evaluation Date:

RENO COUNTY JOB EVALUATION

Task	Occasionally (1%-33%)	Frequently (34%-66%)	Constantly (67%-100%)
Standing		X	
Walking		X	
Sitting			X
Reclining	X		
Change of Position		X	
Reaching (Extended Hands /Arm)		X	
Reach across Midline		X	
Handling (Hold, Grasp, Seize, Turn)		X	
Fingering (Pinch/Pick)		X	
Feeling (Perceive Attributes of Objects)		X	
Crouching/Squatting (Bend Legs/Spine)		X	
Crawling	X		
Balancing	X		
Stooping (Bend at Waist)		X	
Kneeling		X	
Jumping		X	
Stairs		X	
Scaffolding	X		
Ramp	X		
Pole	-		
In/Out of Machine		X	
Ladder		X	

MACHINE CONTROL OPERATION

Task	Occasionally (1%-33%)	Frequently (34%-66%)	Constantly (67%-100%)
Arm/Hand		X	
Leg/Foot		X	
Simple Grasp (Grasp Lightly)		X	
Firm Grasp(Use Pressure/Force)		X	
Fine Manipulation		X	

In the following graph write in how much weight the individual will be lifting in each category.

Task	Occasionally (1%-33%)	Frequently (34%-66%)	Constantly (67%-100%)
Lifting/Lowering	X up to 100lbs		
Carrying	X up to 100lbs		
Pushing/Pulling (Force Exerted)	X up to 200lbs		

Degree of Strength	Amount of Lifting/ Carrying
<input type="checkbox"/> Very Heavy Work (Level 5)	Exerting in excess of 100 pounds occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly.
<input checked="" type="checkbox"/> Heavy Work (Level 4)	Exerting 50 to 100 pounds occasionally, or 25 to 50 pounds frequently, or 10 to 20 pounds constantly.
<input type="checkbox"/> Medium Work (Level 3)	Exerting 20 to 50 pounds of force occasionally, and/or 10 to 25 pounds of force frequently, and/or greater than negligible up to 10 pounds of force constantly.
Light Work (Level 2)	Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently.
<input type="checkbox"/> Sedentary Work (Level 1)	Exerting up to 10 pounds of force occasionally, and/or a negligible amount of force frequently.

Determined Work Level: Level 4

Work related tasks & weights/forces associated: We do occasionally receive shipments of equipment and have to unload them with boxes that could weigh as much as 50lbs. Loading and unloading of generators from trailers as well as other equipment that could weigh up to 50lbs.

WORKING CONDITIONS

- 60% indoors 40% outdoors
- Emergency situations require irregular schedules, hours, and other unusual conditions including extreme heat or cold, exposure to hazardous chemicals, and severe weather conditions.
- Surroundings may be noisy.
- Possible exposure to communicable diseases.
On occasion may be exposed to spills of blood or body fluids

Volunteer Signature

Date

RESOLUTION NO. 2007- 12

A RESOLUTION AMENDING RESOLUTION 2005-24, A RESOLUTION WHICH ESTABLISHED STIPENDS FOR DISTRICT FIRE CHIEFS AND PROVIDING FOR THE APPOINTMENT AND COMPENSATION OF ASSISTANT FIRE CHIEFS

WHEREAS, the Board of County Commissioners, acting as the Governing Body of Reno County Fire Districts, adopted Resolution 2005-24, which established stipends to be paid District Fire Chiefs; and

WHEREAS, subsequent to the adoption of said Resolution, Reno County Fire District No. 9 has been established, and Resolution 2005-24 needs to be amended to establish the annual stipend to be paid to the District Chief of Fire District No. 9.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS that:

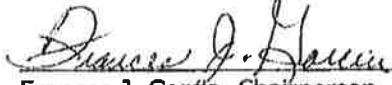
1. The following annual stipends are reaffirmed or established to be effective on January 1, 2007, payable on a monthly basis:

<u>Fire Districts</u>	<u>Fire Chief Salary</u>
Fire District #3	\$4,000
Fire District #4	\$4,000
Fire District #6	\$3,000
Fire District #7	\$3,250
Fire District #8	\$3,250
Fire District #9	\$3,250
Reno/Kingman Joint #1	\$3,500

2. Assistant Fire Chiefs shall be limited to one per Fire District unless a District has more than one fire station, in which case the limit shall be two Assistant Fire Chiefs.
3. It shall be the responsibility of each Fire Chief to appoint an Assistant Fire Chief and to set the annual stipend payable on a monthly basis for each Assistant Fire Chief. No Assistant Fire Chief shall be paid more than one-half of the stipend paid to the Fire Chief, and such stipend shall relate to the requirements of the Assistant Fire Chief's responsibilities. Any change in stipend shall be effective on the first day of the month following the Fire Chief's written notice to the Reno County Board of County Commissioners.
4. The appointment of Assistant Fire Chiefs and the annual stipend paid to each are subject to the review and approval of the Board of County Commissioners.

ADOPTED in regular session this _____ day of May, 2007.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS



Frances J. Garcia, Chairperson



Larry R. Sharp, Member



Francis E. Schoepf, Member

ATTEST:



Reno County Clerk



AGENDA ITEM

AGENDA DATE June 8, 2021

PRESENTED BY **Helen Foster, Human Resources Director**
Reno County Benefits Committee Members
Audra Gray – Appraiser’s Office, Brian Haberman – Landfill, Deana Mock – District Attorney’s Office, Geri Hickman – Health Department, Keaton Berger – Sheriff’s Office, Shelly Bredemeier – Youth Services, Harlen Depew – Maintenance Department

AGENDA TOPIC Benefit Consultant/Broker for Reno County

SUMMARY & BACKGROUND OF TOPIC

In April, Reno County sent out a Request for Qualifications for employee benefit brokerage consulting services. The County had recently been in contract with Charlesworth Consulting to assist with some of these services. We received proposals from three (3) firms, which consisted of Holmes Murphy (included Charlesworth Consulting), IMA and USI. During the month of May, the Reno County Benefits Committee read through the proposals and conducted interviews with each company.

Based on the interviews and follow up discussions by the committee, the recommendation of the Benefits Committee is for Reno County to choose USI for the new firm. USI claims that they will approach cost cuts for our insurance plan in a very aggressive manner and will be able to show us results right away. They are personable and cognizant of the culture with Reno County and will work well with our employees. All questions from the committee were approached in a professional manner and with knowledge of the industry, all questions had an answer. We feel that with their knowledge and approach, Reno County would benefit with their expertise and resources. Many of the programs that Reno County would need to implement for success would be provided by this company. USI is passionate about their services and clients which was evident in their presentation. This was a hard decision because there were two firms that stood out, but the committee feels that USI would be the right fit for Reno County even with the cost of the firm. In the long run, USI has access to more integrative features and bargaining power due to being a national company.

[RFQ and Responses](#)

ALL OPTIONS

1. Authorize the County Administrator to sign an agreement with USI per the recommendation below.
2. Authorize the County Administrator to sign an agreement with IMA.
3. Deny the recommendation and choose to not have an identified benefits consultant.

RECOMMENDATION/REQUEST

The Benefits Committee recommends the approval of USI as Reno County’s new benefits consultant, as shown in option #1 above.

POLICY / FISCAL IMPACT

The annual cost to have USI as our benefits consultant is \$65,000. Based on information provided by USI and from some of their other clients, the savings we will see from USI recommendations will far exceed the annual cost. Both the cost and benefits for a benefits consultant is shown in the Employee Benefits Fund.



AGENDA ITEM

AGENDA DATE June 8, 2021

PRESENTED BY Randy Partington, County Administrator

AGENDA TOPIC Discussion on 5-member County Commission

SUMMARY & BACKGROUND OF TOPIC

At the last commission meeting, it was requested that a standing agenda item be added for a discussion and to have background information regarding a 5-member governing body versus a 3-member body. The research that has been completed since then includes a comparison of various counties in Kansas both of our population size and those with more than three-member governing bodies. The process for taking this ballot measure to the voters is mentioned below.

The attached spreadsheet lists the county name, most recent population estimate, size of governing body, pay of commission members and the average number of scheduled meetings they have in a routine month. Pay of commission is included for the counties that responded to an email that I sent 2 weeks ago.

The process for taking this potential ballot measure to the voters of Reno County includes the following.

- Board of Commissioners adopts a Resolution stating the ballot language, no later than August 2, 2021.
- Publication of said Resolution.
- The County Clerk's Office will notify the Kansas Secretary of State's Office.
- Educate the public about the ballot question.
- Ballot measure to be voted by the public on November 2, 2021.

In 2014/2015, the Reno County Board of Commissioners at that time put together a committee to study the proposition of having a 5-member county commission at the upcoming election. Attached are some survey results of the committee. The commission at that time chose not to move forward with placing the question on the ballot.

ALL OPTIONS

Discussion item to determine later whether to place a ballot measure on the November 2021 election ballot.

RECOMMENDATION/REQUEST

Discussion item with no recommendation.

POLICY / FISCAL IMPACT

The cost of adding two additional commissioners would be \$36,000 if the pay for commissioners was left the same as the current wage. There would be other incremental increases in the county commission budget related to new board member training, business cards and additional desk space in the commission meeting room.

County	Population	Size of Commission	Pay of Commission	Meeting Frequency Per Month (Average)
Dickinson	18,466	3		4
Pottawatomie	24,383	3	\$30,000	4
McPherson	28,542	3		4
Ellis	28,553	3		3
Ford	33,619	3		2
Harvey	34,429	3	\$32,488	4
Cowley	34,908	3		2
Reno	61,998	3	\$18,000	2
Douglas	122,259	3		4
Seward	21,428	5	\$15,819	2
Franklin	25,544	5	\$22,625	6
Barton	25,779	5	\$24,500	4
Miami	34,237	5	\$32,000	4
Finney	36,467	5	\$14,505	2
Saline	54,224	5	\$18,699	4
Butler	66,911	5	\$32,539	4
Leavenworth	81,758	5	\$44,616	4
Sedgwick	516,042	5	\$94,737	7
Johnson	602,401	7	\$47,349	4
Wyandotte	165,429	10	\$17,710	4
Crawford	38,818	3	\$31,980	8
Riley	74,232	3	\$45,812	8
Shawnee	176,875	3	\$53,560	8
Greeley	1,232	5		2
Hodgeman	1,794	5		2
Hamilton	2,539	5		3
Coffey	8,179	5		4

Johnson County Chair is paid \$75,000

Shawnee County Chair is paid \$58,916

Wyandotte County is joint city/county, commissioners salary may vary based on at-large versus district commissioners

Sedgwick County Commissioners are full-time with offices and staff

Greeley County has board of supervisors that oversee the county operations and City of Tribune

Coffey, Greeley, Hamilton, and Hodgeman are included as commission with 5 members, though they are small counties

Counties in Yellow have an Administrator or Manager to run day-to-day operations.

Final

RENO COUNTY
COUNTY COMMISSIONER SIZE
STUDY COMMITTEE ANALYSIS

For each statement below, place an X under your choice of it being an advantage, disadvantage, or no difference.

	Five Commissioners		
	<i>Adv.</i>	<i>Disadv.</i>	<i>No Diff.</i>
1. The commissioners' decision making process	5	1	2
2. Communication to and from citizens	5	1	2
3. Cost of salaries, benefits, and office at present levels	1	7	
4. Rural and urban perception of representation	4	2	2
5. Actual rural and urban representation	4	2	2
6. Raising revenue through taxation and fees	2	1	5
7. Developing the County budget	4	1	3
8. Evaluating the results of the County budget	6	1	1
9. Road and bridge planning and response to citizens	4	1	3
10. Developing a County vision and strategic plan	6	1	1
11. Developing County policies with the Administrator	5	1	2
12. The working relationship with the Administrator	4	3	1



AGENDA ITEM #8A

120 W. Avenue B, Hutchinson, KS 67501

(620)694-2911 Fax: (620)694-2767

Monthly Report for May 2021

Submitted by

Barbara Lilyhorn

Director- Department of Aging and Public Transportation

Staff

- **The Operations Assistant resigned as of June 1 - he is leaving to take a job that pays \$20/hr. Currently, the position is open to Rcat staff only. We have 3 good candidates who are Rcat drivers. We hope to fill the position with one of them.**
- **Assuming we choose one of our drivers for the Operations Assistant position, we will have 2 driver positions open.**

Budget

The Department of Aging and the Department of Public Transportation have spent 30% and 25% respectively of the Department budgets – a composite total of 26% of the entire 002 budget as of 5 - 26-21. Rcat continues to have eligible grant expenditures reimbursed at 100%.

Bright Spots

The Department of Aging will once again be the single distribution point for the Kansas Senior Farmers Market Program vouchers. All staff participated in the mandatory training and are now able to assist applicants. Again, this year we will be handling the application and distribution through phone calls and the mail. Income eligible Seniors (annual gross household income \geq 185% of poverty guideline) will receive voucher booklets worth \$35 for fresh produce, honey and herbs purchased through authorized vendors.

All Rcat vehicles returned to full capacity seating on May 24. The FTA Mandatory mask order will be in effect until September 13 unless rescinded.



RENO COUNTY
125 West First Ave.
Hutchinson, Kansas 67501
Phone: (620) 694-2920
Fax: (620) 694-2987

May 27th, 2021

APPRAISERS OFFICE
COMMISSIONERS MONTHLY REPORT

- As of the end of May the Appraisers Office will have spent approximately 35% of its year-to-date budget with the majority if it being payroll. The remaining expenses were primarily regular/seasonal monthly expenses.

- ONGOING PROJECTS:

Personal Property Department

- The Personal Property Department is in the process of listing all watercraft for the 1st quarter of the year that has been forwarded to the Appraisers Office by the Kansas Department of Wildlife and Parks.
- Personal Property Staff is adding personal property to the tax roll as it is discovered for the tax year 2021.
- Staff has finalized the Informal Meeting that were held for personal property, trucks, oil and gas for 2021 valuations.
- The Personal Property Assessment Roll has been certified to the County Clerk's Office (see attached).

Residential Real Estate Department

- Residential Staff has finished with the first round of inspecting properties with Building Permits, this is an ongoing part of the valuation cycle.
- The Residential Staff is working on the 17% Re-inspection process of doing on-site inspections of approximately 6,000 parcels in the County for the tax year of 2022.
- The 2021 Real Estate values have been certified to the County Clerk (A copy of the 2020 and 2021 values are attached).
- Now that the 2021 values have been certified to the County Clerk, we have rolled over to the 2022 appraisal cycle and are able to commence with data entry again. Staff is currently working on a four month back log of data entry and sales verification.
- As of now we have filled one of our two open staff positions in the Residential Department.

Commercial Property Department

- The Commercial Staff continues to work on Commercial Sales and Commercial Building Permits as they come into the office.
- The Commercial Staff is working on the 17% RE-inspection cycle for the 2022 tax year.
- Staff is in the process of preparing to mail Income and Expense Surveys to commercial property owners.

∴

**TRANSFER AND CERTIFICATION
APPRAISAL ROLLS FOR REAL ESTATE**

I, Brad Wright, Reno County Appraiser, Property Valuation Division, have transferred the Reno County Real Estate appraisal roll to the Reno County Clerk this 13th day of May, 2021, pursuant to K.S.A. 79-1466, Supp. 1992. I hereby certify these appraisals constitute the complete appraisal roll for Real Estate for Reno County.

2021 Certified Total Appraised Valuation: \$3,753,767,830

Bradley W. Wright

Reno County Appraiser

I, Donna Patton, Reno County Clerk, certify receipt of the Reno County Real Estate appraisal roll this 18th day of May 2021

Donna Patton

Reno County Clerk

CC: Reno County Commission
Property Valuation Division

FILED

MAY 18 2021

Donna Patton
COUNTY CLERK

Abstract of Appraised and Assessed Values - Current vs Prior Year

values contained in AssmtExtract.csv as reported by Orion CRS

County totals 2020

Class	Occ	Appraised			Assessed			New construction		
		Land	Building	Total	Land	Building	Total	Occ	Appraised	Assessed
A	8,048	\$154,282,260	\$20,968,380	\$175,250,640	\$46,284,678	\$5,242,573	\$51,527,251	37	\$630,830	\$157,716
C	1,930	\$94,071,200	\$468,985,910	\$563,057,110	\$23,510,508	\$117,175,799	\$140,686,307	26	\$3,708,040	\$927,016
E	962	\$71,861,640	\$303,871,240	\$375,732,880	\$0	\$0	\$0	0	\$0	\$0
EI	4	\$1,173,270	\$11,515,320	\$12,688,590	\$0	\$0	\$0	0	\$0	\$0
EIC	1	\$624,000	\$4,036,510	\$4,660,510	\$0	\$0	\$0	0	\$0	\$0
EX	3	\$891,120	\$64,764,170	\$65,655,290	\$0	\$0	\$0	0	\$0	\$0
EXC	1	\$66,380	\$0	\$66,380	\$0	\$0	\$0	0	\$0	\$0
F	1,840	\$5,780,800	\$207,778,130	\$213,558,930	\$664,850	\$23,894,555	\$24,559,405	91	\$4,357,280	\$501,090
N	30	\$976,450	\$2,950,030	\$3,926,480	\$117,012	\$353,482	\$470,494	1	\$226,710	\$27,205
O	3	\$133,420	\$91,680	\$225,100	\$40,026	\$27,504	\$67,530	0	\$0	\$0
R	22,434	\$129,048,330	\$2,136,201,450	\$2,265,249,780	\$14,838,977	\$245,629,945	\$260,468,922	437	\$9,398,950	\$1,080,887
U	116	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0
V	2,365	\$22,396,680	\$0	\$22,396,680	\$2,687,621	\$0	\$2,687,621	0	\$0	\$0
2020 Total:		\$481,305,550	\$3,221,162,820	\$3,702,468,370	\$88,143,672	\$392,323,858	\$480,467,530	592	\$18,321,810	\$2,693,914

County totals 2021

Class	Occ	Appraised			Assessed			New construction		
		Land	Building	Total	Land	Building	Total	Occ	Appraised	Assessed
A	8,135	\$153,642,350	\$20,494,150	\$174,136,500	\$46,092,705	\$5,124,030	\$51,216,735	19	\$395,660	\$98,920
C	1,925	\$92,752,170	\$486,845,810	\$579,597,980	\$23,188,505	\$121,711,896	\$144,900,401	29	\$7,694,930	\$1,923,739
E	961	\$72,038,980	\$354,921,450	\$426,960,430	\$0	\$0	\$0	0	\$0	\$0
EI	6	\$1,888,650	\$12,567,480	\$14,456,130	\$0	\$0	\$0	0	\$0	\$0
EX	2	\$54,590	\$2,175,950	\$2,230,540	\$0	\$0	\$0	0	\$0	\$0
F	1,849	\$7,163,580	\$214,320,760	\$221,484,340	\$823,853	\$24,646,933	\$25,470,786	67	\$4,858,380	\$558,710
N	32	\$982,090	\$3,154,960	\$4,137,050	\$117,851	\$378,595	\$496,446	2	\$167,810	\$20,138
O	2	\$84,110	\$63,550	\$147,660	\$25,233	\$19,065	\$44,298	0	\$0	\$0
R	22,447	\$135,990,010	\$2,173,677,610	\$2,309,667,620	\$15,639,392	\$249,973,609	\$265,613,001	509	\$13,831,630	\$1,590,570
U	116	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0
V	2,283	\$20,949,580	\$0	\$20,949,580	\$2,513,967	\$0	\$2,513,967	0	\$0	\$0
2021 Total:		\$485,546,110	\$3,268,221,720	\$3,753,767,830	\$88,401,506	\$401,854,128	\$490,255,634	626	\$26,948,410	\$4,192,077



RENO COUNTY
125 West First Ave.
Hutchinson, Kansas 67501
Phone: (620) 694-2915
Fax: (620) 694-298

2021 APPRAISED AND ASSESSED VALUES BY CLASS

TOTAL APPRAISED VALUE FOR 2021 REAL ESTATE: \$3,753,767,830.00
Up \$51,299,460.00

TOTAL ASSESSED VALUE FOR 2021 REAL ESTATE: \$ 490,255,634.00
Up \$ 9,788,104.00

- **AGRICULTURAL – Land and Improvements**
Appraised Value: down \$ 1,114,140.00
Assessed Value: down \$ 310,516.00
- **COMMERCIAL PROPERTY**
Appraised Value: up \$16,540,870.00
Assessed Value: up \$ 4,214,094.00
- **FARMSTEADS**
Appraised Value: up \$ 7,925,410.00
Assessed Value: up \$ 911,381.00
- **NOT-FOR-PROFIT**
Appraised Value: up \$ 210,570.00
Assessed Value: up \$ 25,952.00
- **OTHER PROPERTIES**
Appraised Value: down \$ 77,440.00
Assessed Value: down \$ 23,232.00
- **RESIDENTIAL**
Appraised Value: up \$44,417,840.00
Assessed Value: up \$ 5,144,079.00
- **VACANT PROPERTIES**
Appraised Value: down \$ 1,447,100.00
Assessed Value: down \$ 173,654.00

TRANSFER AND CERTIFICATION

APPRAISAL ROLLS FOR PERSONAL PROPERTY

I, Bradley A. Wright, Reno County Appraiser, have transferred the Reno County Personal Property appraisal roll to the Reno County Clerk this 15st day of June, 2021, pursuant to K.S.A. 79-1466, Supp. 1992. I hereby certify these appraisals constitute the complete appraisal roll for Personal Property for Reno County.

Personal Property	Appraised	<u>69,522,182</u>	Assessed	<u>14,859,242</u>
Trucks	Appraised	<u>3,445,293</u>	Assessed	<u>686,654</u>
Oil	Appraised	<u> </u>	Assessed	<u>5,637,377</u>
Gas	Appraised	<u> </u>	Assessed	<u>346,857</u>

FILED

MAY 27 2021

Donna Patton
COUNTY CLERK

Bradley A. Wright
Reno County Appraiser

I, Donna Patton, Reno County Clerk, certify receipt of the Reno County Personal Property appraisal roll this 27th day of May, 2021.

Donna Patton
Reno County Clerk

Cc: Reno County Commission
Property Valuation Division

TRANSFER AND CERTIFICATION

APPRAISAL ROLLS FOR PERSONAL PROPERTY

I, Bradley A. Wright, Reno County Appraiser, have transferred the Reno County Personal Property appraisal roll to the Reno County Clerk this 27th day of May, 2020, pursuant to K.S.A. 79-1466, Supp. 1992. I hereby certify these appraisals constitute the complete appraisal roll for Personal Property for Reno County.

Personal Property	Appraised	<u>67,903,596</u>	Assessed	<u>14,816,880</u>
Trucks	Appraised	<u>3,544,015</u>	Assessed	<u>706,168</u>
Oil	Appraised	<u> </u>	Assessed	<u>3,721,979</u>
Gas	Appraised	<u> </u>	Assessed	<u>296,303</u>

Bradley A. Wright
Reno County Appraiser

I, Donna Patton, Reno County Clerk, certify receipt of the Reno County Personal Property appraisal roll this 27th day of May, 2020.

Donna Patton
Reno County Clerk

Cc: Reno County Commission
Property Valuation Division

FILED

MAY 27 2020

Donna Patton
COUNTY CLERK



RENO COUNTY
125 West First Ave.
Hutchinson, Kansas 67501
Phone: (620) 694-2915
Fax: (620) 694-298

**2021 APPRAISED AND ASSESSED VALUES FOR
PERSONAL PROPERTY/ OIL AND GAS**

- **PERSONAL PROPERTY APPRAISED - Total Value: \$69,522,182.00**
Appraised value: up \$1,618,586.00
- **PERSONAL PROPERTY ASSESSED - Total Value: \$14,859,242.00**
Assessed value: up \$42,362.00

- **TRUCKS APPRAISED - Total Value: \$3,445,293.00**
Appraised value: down \$98,722.00
- **TRUCKS ASSESSED - Total Value: \$686,654.00**
Assessed value: down \$19,514.00

- **OIL: Total Assessed value: \$5,637,377.00**
Assessed value: up \$1,915,398.00

- **GAS: - Total Assessed value: \$346,857.00**
Assessed value: up \$ 50,554.00

2021 TOTAL ASSESSED VALUE: up \$1,988,800.00



120 W. Avenue B, Hutchinson, KS 67501
620-694-2585
Fax: 620-694-2767

Budget YTD Summary

As of May 26, 2021, we have used 37% of our overall department budget. This amounts to \$56,795 out of the overall budget of \$154,752.

From the Internal Services Fund (motor fuel, parts) we are at 20% or \$85,696 out of overall budget of \$428,000.

Projects/ Issues

No issues to speak of in the Automotive Department with business as usual. We have been looking at vehicle replacement requests and making our recommendations based on condition and mileage.

We have seen a fuel price increase of 42.6% since the first week of January from an average of \$1.81 to \$2.58 a gallon as of last week.



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

Clerk/Election Monthly Report for May

We are still getting some filings in for the City/School Elections in August and November. The filing deadline is June 1st at noon. We have received several filings, but we haven't received enough filings to have a Primary Election yet. The filings can be viewed on our web page under Elections.

In the Clerk's Office, May was pretty normal, but June will start getting busy. June 1st we will be getting our State Assessed values and we will begin the process of getting the Information Budget Worksheets sent out to all our taxing entities. The Revenue Neutral Rate (which is a levy) will be listed on the worksheets this year and next year we will begin sending out the notices to taxpayers if a taxing entity exceeds their RNR. Randy is adding several thousand dollars to my postage budget to pay for the cost of mailing out the notices. We should be getting reimbursed from the State for the postage the initial two years, but I will still need the money in my budget to mail them out. We are in the process of getting proposals for a new leased mail machine and folder/insertor. Several in my office have been attending the discovery meetings to view new software options in case we move to a new software.

By the end of May, 38% of the year-to-date budget in the Clerk's Office was used and 32% in the Election's Office with most of that being used for payroll. On last month's report, I looked at the wrong column for the Election's Office and mistakenly reported last month at 43% and it should have been 31%.

Donna Patton



COMMUNITY CORRECTIONS

115 West 1st
Hutchinson, Ks. 67501
Phone 620-665-7042
Fax 620-662-8613

Commission Update

May 2021

Staffing

No staffing issues or openings to report.

Projects / Concerns

The move to a new Department of Corrections computer system continues to be a primary stressor for staff. The data migration and significant system problems have been far more than expected by KDOC. Officers are spending a lot of time trying to assist KDOC with information to resolve the problems which takes time away from managing their caseloads.

Officers will be completing training in June to switch to a new risk and needs assessment. This training will be for the Level of Service/Case Management Inventory, LS/CMI. Starting in July we will move from using the Level of Service Inventory Revised on all adults to using the LS/CMI on males and the Women's Risk Needs Assessment, WRNA, on females. Men and women often have different needs and different paths into the criminal justice system. Using a different tool for men and women should give officers better information so they can be more successful in assisting people in making changes.

Budget

The grant budgets continue to be on track as we enter the last month of our fiscal year. We believe the projected grant allocations from January will be inline with the actual allocations from the State. It is likely the final allocation letters will come out in late June. We don't get a projected allocation for the behavioral health grant so we will have to wait till late June to find out what we will receive.

Communications Monthly Report- May 2021

Health Department Communications:

- Press Releases: Mosquito Dunks, World No Tobacco Day, Evening Vaccination Hours, Relaxed Mask Guidelines, SNAP farmers Market, Nurses Day Thanks
- Smoking Cessation Campaign- Grant Funded- media buying for billboards, radio spots (recorded and edited youth spot), web banner
- Photos/videos: PHAB accreditation at Commission meeting
- Social: World No Tobacco Day, PHAB accreditation, World Preeclampsia Day, vaccines.gov, Community Conversations Eventsx4, Reno Recovery 3rd Thursday, Childcare Orientation Class, SNAP at Farmer's Market, vaccination clinics promo, Spanish Video Vaccinations with Dave Sotelo, Saturday Vaccination Clinics, National Nurses Day, Maternal Mental Health Awareness Month, KDHE Mobile Lab
- Flyers: Lincoln School Vaccination event (English and Spanish), Pfizer evening vaccination 12+, public invite to Third Thursday Reno Recovery Collaborative

Website:

- Daily General updates for all County
- Fixed all broken links, and updated content to prepare for new website
- Formed Website Committee, submitted deliverables May 28 (photos, home page buttons) to begin update (starting June 1)

Videos/Photos:

- Edited proof Drug Court Video
- Videotaped and Edited Human Resources Spotlight Videos x 2
- Photo of New Human Resources Director
- Sheriff and FOP Scholarship Award Photos- Jail and Nickerson High
- Police Memorial Ceremony- Videos
- Torch Run and Polar Plunge at Third Thursday- Photos and Videos
- Reno Recovery Collaborative Third Thursday- photos

Social Media:

- Followers/posts:
 - Facebook Reno Co.: 2,618 (+16), 32 posts
 - Facebook EMA: 10,992 (+17), 10 posts
 - Twitter: 767 (+0), 25 tweets
 - Top Post Reno Co. Facebook page: Third Thursday Sheriff's Events- Torch Run & Polar Plunge
 - 4,626 reach, 65 post clicks, 57 link clicks, 22 shares
 - Top Post Emergency Management Facebook page: Severe Thunderstorms
 - 4,694 reach, 165 post clicks, 24 shares
 - Top post Reno County Twitter: Weekend Vaccination Clinic
 - 255 impressions, 4 engagements
 - Other posts: Human Resources spotlight, new director, Memorial Day closing, road closings, Reno Recovery Collaborative, Torch Run, Polar Plunge, Sheriff's scholarships, job openings,

Committee meetings: Market Hutch, Website Committee, Visions and Values, ARP Funds/Civic Engagement

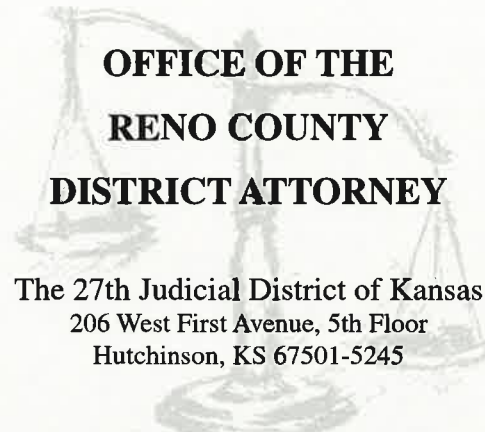
Issues: No issues to report

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

MAY 2021 BOCC UPDATE

June 2, 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.

Natasha Esau has resigned her position as Assistant Reno County District Attorney. Her last day will be June 11th, 2021. We are actively searching for her replacement. As of now it appears that our applicant base may be newly graduated law students which will require an excessive amount of training before they are able to carry a full caseload. This will require the attorneys in the office to carry a heavier caseload than normal.

Jury Trials continue to be held one trial per week due to COVID-19 and space issues within the courtrooms. The court continues to work towards mediation of cases to lower the current jury trial case load.

In the month of May, there were 3 individuals that graduated from Drug Court.

Budget summary:

FY2021 expenditures to date are at 42% of budget.

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.

A handwritten signature in blue ink, appearing to read 'Thomas R. Stanton', is positioned above a horizontal line.

Thomas R Stanton
Reno County District Attorney



Emergency Management

Reno County
206 W 1st Ave
Hutchinson, KS 67501
620-694-2974

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 May, I have used 35% of my year-to-date budget with most of that coming from payroll. We will be replacing some office furniture in early next month, there are not any other large expenditures planned.

Projects/Issues/Challenges/Concerns

Emergency Management continues to be very busy. Not only do we continue the COVID-19 response, we have also worked on the Local Emergency Operations Plan, and participated in webinars with the National Weather Service to prepare for severe weather. During the first few weeks of June, we will be participating in emergency drills with private industries in the county.

RE: Monthly report ending May 2021

Dear Randy Partington, County Administrator:

Staffing changes or issues

We have vacancies in Environmental Health and in Women Infant and Children (WIC) Services; we are conducting interviews.

Financial summary

We are working with the auditors and completing audit requests. With most of our grants having a year end of June 30th, we are working with supervisors on requests and reports.

Projects/Issues/Challenges/Concerns

Vaccine Administration. In looking at our Covid-19 Dashboard, 37.86% of Reno County residents have received at least 1 dose of the vaccine. In looking at the data, we have learned that no one who has been vaccinated has ended up in the hospital due to COVID-19. The vaccinations are nearly 100% effective at preventing hospitalization at this time.

Public Invitation from the Reno Recovery Collaborative. We are experiencing a public health crisis in our communities from overdoses and substance misuse. Therefore, the Collaborative, is inviting everyone to take part in events. The next event is Friday, June 25th at the Fox Theater.

World No Tobacco Day. May 31st is World No Tobacco Day. This yearly celebration informs the public on the dangers of using tobacco, the business practices of tobacco companies, what WHO (the World Health Organization) is doing to fight the tobacco epidemic, and what people around the world can do to claim their right to health and healthy living and to protect future generations.

Free Mosquito Dunks Available. The Reno County Health Department, in collaboration with the Kansas Department of Health and Environment, has been trapping mosquitoes in order to monitor numbers and ascertain potential threats from mosquito-borne illnesses. While supplies last, there are free larvicide mosquito dunks and directions for proper usage available to all Reno County residents at the Reno County Health Department, 209 West 2nd Avenue, and at local municipalities.

Upcoming Projects

Vaccine Administration. We continue to look toward educational opportunities to discuss the benefits of receiving the Covid-19 vaccine rather being susceptible to getting the virus. We will be working with schools, this summer, on vaccine administration.

Sincerely,
Karla Nichols
Director of Public Health





RENO COUNTY
206 West First Ave.
Hutchinson, Kansas 67501-5245
PHONE: (620) 694-2982
FAX: (620) 694-2508

Board of Commissioners - Department Update
Human Resources – May 2021
Helen Foster – Human Resources Director

Staffing

Human Resources will be conducting interviews during the first part of June to fill the HR Generalist position. At this time, we have 2 applicants scheduled for interviews.

Personnel Budgets

All spreadsheets for personnel budgets have been updated and sent to the departments for review. At this time, personnel budgets are not being entered into New World by Human Resources pending the Wage Study.

Compensation Study

Phil has sent over the template for the new Job Descriptions, Performance Evaluation, Self Evaluation and Goals for review. The new Job Descriptions will have our values listed on them and will be rated on the Evaluation. I believe this new template will make things easier on the departments going forward. Phil from TAG will begin the completion of converting our data into the new templates with a clean-up of our old job description duties. The new Job Descriptions going forward will be more streamlined and give a general overview of the tasks needed to successfully complete each job.

Benefits Committee

The Reno County Benefits Committee has been meeting consistently and has been a part of the selection of a new broker. The committee is full of fresh ideas and has been a great asset. I am looking forward to working with the committee going forward for input on improving moral and benefits with minimal cost to Reno County. We have 7 members. They are from various departments. This is a very diverse group that can give insight from many different job levels.

Health Insurance Quotes

Blue Cross should be contacting us soon about our renewal. I would anticipate that by the end of the month, we will be meeting with Blue Cross to go over the renewal quotes and options for our rates. I hope that we can onboard with a broker by that time to be the voice for Reno County's best interests.



RENO COUNTY
206 West First Ave.
Hutchinson, Kansas 67501-5245
620-694-2523
Fax: 620-694-2954

May 28, 2021

Monthly Report Information Services

Michael Mathews

Staffing changes or issues

We were able to fill the Webapp Developer/DBA position with a qualified applicant. He started this month and has been catching on to our need quickly.

Budget YTD summary

At the end of May, I have used 52% of our adopted budget, we are on track for our year the majority of our large support contracts are now paid.

Projects/Issues/Challenges/Concerns

We have started a number of projects this month, we are currently replacing a large client database used by the Department of Aging. We are also reviewing all of our core software (AP AR HR Tax and ROD) We have conducted 2 discovery sessions with Tyler Technology's and one all day demonstration with Computer Information Concepts. We are planning to have demonstrations with Tyler in the next 2 to 3 weeks.

Issues that we dealt with the past month include. We had very few issues this month.

March was a good month with few problems.



Maintenance & Purchasing Monthly Report 5-2021

Harlen Depew, Director

Staffing: The Maintenance Dept. continues to accept applications for an entry level 1st shift maintenance technician, as well as several vacant custodial positions. We hired one custodian this month, and one custodian transferred to the Sheriff's Dept. to become a Jail Deputy.

Budget YTD summary

The Maintenance & Purchasing operating budget is on track for this time of the year.

Projects/Issues/Challenges/Concerns

The Courthouse Improvement projects are going a little slower than projected, but we're happy with the quality of the work being completed. Exterior earthquake repairs are beginning at the top of the dome. Window restoration and plaster repairs are well under way, and exterior weatherization will proceed in conjunction with the completion of the repairs to the dome area.

The courthouse space is still underway, so we anticipate a report and suggested options to be ready to present to the Commission by early summer.

We received a preliminary recommendation from the engineers for a solution to the HVAC needs at in the EOC, which were not addressed during the LEC remodel. At this time we're still waiting on some additional electrical engineering to complete this piece, and then we will be able to put together a solid budget estimate for getting this work completed.

Maintenance Staff has recently completed interior painting in numerous rooms at the Community Corrections/ State Parole/Court Services building, and will be starting some interior painting at the Reno County Correctional Facility in the near future.

In addition to our routine workload, Maintenance employees are anticipating a lot of work tying up loose ends related to the courthouse projects over the coming months. A large portion of this will include interior painting of areas not affected by earthquake damage.

Groundskeeping tasks are back in full swing with all the late May rain and warm weather, so that is taking a significant amount of time. Matt Elliott, Stormy John, and Jennifer Lobban did a nice job cleaning up the landscape beds at the Courthouse Annex, and Stormy continues to keep the grounds looking nice at all of our locations.



Public Works
600 Scott Boulevard
South Hutchinson, Kansas 67505
620-694-2976
Don Brittain, Director

May 2021 Monthly Report

Staff

Public Works is short four (4) full time equipment operators and 94) temporary employees.

YTD Budget Spent

Road & Bridge 19%
Planning & Zoning 35%
Noxious Weed 38%
Highlands Water District #8, 3%
Yoder Water District #101, 16%
Cedarview Lodge Sewer District #1, 28%
Habit Sewer District #202, 18%
Yoder Sewer District #201, 24%
Blue Spruce District #3-10, 9%
Highlands District #8, 26%

Equipment

All items have been ordered based off the equipment plan and in the process of being built.

Projects

Asphalt Crew is overlaying on 56th Ave.
Mowing/Sign Crew is mowing throughout the County and replacing signs as needed.
Dirt Crew is replacing culverts throughout the County.
Bridge Crew is building a bridge on Smoots Creek Road on the Reno / Kingman Co. line.

Contracted Projects

43rd Avenue Bridge is 70% complete and on schedule.
Nickerson Road Bridge is 70% complete and on schedule.
Silver Lake Road Bridge 12 miles east and 1 mile north of Pretty Prairie is 100% complete and road is open.

Challenges

Working on how to pay for the rehabilitating Sewer District 201 Yoder and Sewer District 202 Habit.

Working with KDOT on K14 County Special Maintenance Agreement.

Working on solving the Water District 101 Yoder high nitrate problem and how to pay for it.

Waiting to see if COVID money can be used for water and sewer districts rehabilitation.

Concern

Having enough staff to mow ROW and enough temporary help to maintain traffic control for Asphalt Crew this summer.

Register of Deeds Monthly Report for Commission
May 2021

Current Business:

May 2021:

- Documents Recorded: 1,050
- Recording Fees Collected: \$55,505.00
- Technology Fund Fees Collected: \$12,675.00
 - County Clerk: \$2,112.50
 - County Treasurer: \$2,112.50
 - Register of Deeds: \$8,450.00
- Heritage Trust Fund (HTF): \$4,225
- Copy Fees Collected: \$662.00

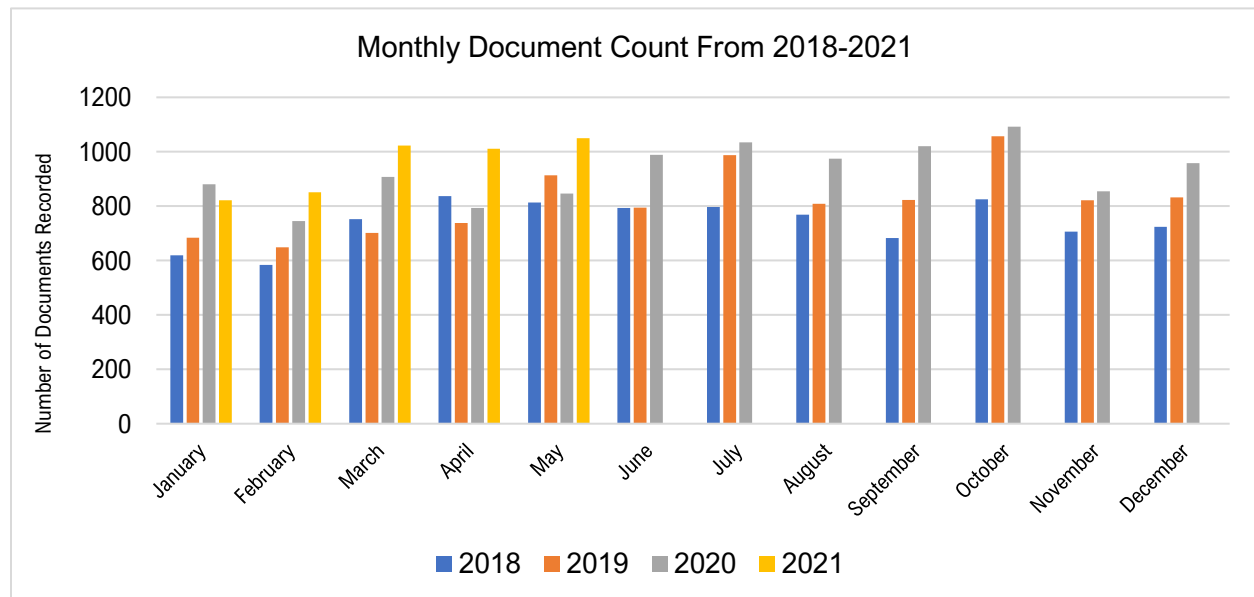
Budgetary

- Percent of Budget Spent: 40%

Register of Deeds Workload Increase:

The Register of Deeds Office is receiving a significant increase in document recordings. This in large part is due to the recent boom in the real estate market. As mortgage rates decreased to historic lows this office received a significant boost in mortgages and mortgage release filings as citizens lined up to refinance at significant savings. This year, in addition to increased mortgage filings, we're seeing a significant rise in Deed filings. This could be due to the increased demand in building supplies, so instead of building homes at a larger cost, citizens as well as real estate investors have taken to buying up homes straight off the market. You could say property is being sold off the market almost as fast as its being put on.

These events on the market front effect our office substantially. Over the last two years majority of our monthly document recordings have reached all-time highs.



Proposal for Part Time Employee

Compared to similar sized counties the number of staff operating in the Reno County Register of Deeds office is below average.

* Comparison of similar sized counties			
County	Population	Personnel (Including the Registrar)	Average amount of recorded documents
Riley County	73,343	5 Full Time	900 – 1,200 per month
Butler County	67,025	4 Full Time, 1 Part Time	800 – 1,000 per month
Reno County	63,220	3 Full Time	800 – 1,000 per month
Saline County	55,142	4 Full Time, 2 Part Time	800 – 1,000 per month
Crawford County	39,164	3 Full Time, 1 Part Time	500 – 700 per month
Geary County	35,586	4 Full Time	400 – 500 per month

* Verified 5/28/2021.

I met with Helen in HR to get an idea of a proposed salary which would match the Real Estate Associate hourly wage from \$11.44 - \$12.75 an hour. It would be 19 hours a week maximum. At \$12.75 an hour, it would gross \$12,597 for annual cost.

The ROD office has collected over \$500,000 just in Recording Fees alone for the General Fund each year over the last two years. If this position were to be paid out of Tech Fund, it would comply with the statute since this position falls under *“technological services towards preserving, archiving and maintaining land records”* per K.S.A 25-115a (also see AG Opinion 2010-14). Last year, our office collected approximately \$95,844 in Tech Funds which would more than cover the cost of a Part Time Digital Records Associate.

Randy and I have discussed this proposed job position in length and will seek approval for this request in the 2022 budget request. I welcome the opportunity to discuss this proposal with you at the Budget Work Session in July, since it would be ideal to have this position covered under the General Fund for 2022. If the position were to be covered under the general fund, we could expand the job duties to assist with customer service, as the statutes under the Tech Fund would conflict with those services.

Please note, because of the need for this person is so crucial to our office, if the position were to be approved in the July Budget Work Session, I would request to move forward securing a candidate for the position and pay the salary out of the Tech Fund for 2021.

Also, I would like to add that the main goal of getting extra help in this office is not only to make sure we are complying with our statutory obligations but also so we can be 100% digital. Meaning all our records will be digitized and accessible through annual subscription cost which will bring in more money for the general fund each year. Since our days are currently maxed out with trying to keep up with document filings, this office will not reach its goal to which we established years ago. I encourage you to consider our ambitions and the obligations this office has upon the county as your making your decisions for the 2022 Budget Work Session.



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

May 2021 BOCC Update

06/03/2021

The Reno County Sheriff's Office Mission is to ensure the highest level of public safety while protecting the rights and dignity of those we serve through community partnerships and unbiased enforcement of the law.

Staffing changes or issues:

The Reno County Sheriff's Office is staffed at 100 personnel; 84 full time sworn Deputies, 12 civilian support staff and 4 part-time Offender registry personnel. The administration of the Sheriff's Office consists of myself, Undersheriff Shawn McHaley, Captain of the Detective Division Steve Lutz, Captain of the Patrol Division Levi Blumanhourst, and Captain of the Jail Division Shawn McClay.

The Sheriff's Office continues to fill positions as they become available. For the month of May we hired 3 new employees which have started in the jail. Currently there are three position's vacant in the jail, one moved back home, one took a job with the county which does not work shift work, and one took a position commiserate with the education he obtained and now works for Horizons. There is one Jail Deputy currently on military orders. We are continuing to seek a certified RN to work in the jail. We have not had any qualified applicants and will continue to advertise the position until the position is filled.

The patrol division is currently fully staffed, although; there are two currently in the field training program and one deputy currently on military orders.

We are currently looking internally to fill a position in the Criminal Interdiction unit. This is the only vacant position in the Detective Division.

Budget YTD summary:

The total agency budget is \$6,611,844.00. There are two sides of the budget, the Jail and what is considered to be the Sheriff side. As of the end of May there has been approximately 38 percent of the budget expended. This is better than we have done in the past. However, we have not been able to purchase our fleet cars we have planned to replace this year due to the availability of them. Apparently there is a shortage of computer chips for the vehicles and has set everything behind in the manufacturing and delivery of the vehicles.

Projects/Issues/Challenges/Concerns:

On the 14th of May, the Reno County Honor Guard and Honor Guard from the Hutchinson Police Department held a Law Enforcement Memorial ceremony in front of the Law Enforcement Center to honor those officers killed in the line of duty protecting their communities.

May 21st through the 31st the Reno County Sheriff's Office participated in a state wide program, click it or ticket. During the time deputies worked contributing to the program there were a total of 174 stops made, 169 seatbelt tickets written, 1 illegal transportation of liquor, 1 standardize field sobriety test was conducted with no arrest (no probable cause was found), and 1 drug case.

This concludes my update.

Darrian L. Campbell
Reno County Sheriff



Reno County Solid Waste
703 S. Mohawk
Hutchinson, KS 67501
(620) 694-2586
Fax (620) 694-669-8126

Solid Waste Monthly Update May 2021
Prepared by Megan Davidson, Director

Staffing: We have closed our Equipment Operator II position and the new employee will be starting soon. We still have one position open but hope to get it filled after interviews and we will be at full staff.

Projects/Issues/Challenges/Concerns: Conco came onsite the week of May 10th. Construction is going well and materials are beginning to come in.

Wyer Concrete Crushing has been at the rock pile crushing concrete and are a little over half way complete for the 6,000 tons we are having crushed.

Wet, windy weather has made work somewhat of a challenge for my employees. We are trying to keep up on the mowing as well as keeping the blowing trash under control.

Budget: Equipment #356 CAT D8T Dozer is in the shop for an undercarriage replacement from a dry joint which includes rails, rollers, idlers, and sprockets. This machine is our main dozer machine that is ran in the pit at the landfill on a daily basis 6 days a week 10 hours a day. This repair will be coming out of the operating fund of the solid waste budget. The cost to replace the tracks on the dozer will be around \$71,000.00. Dozer undercarriages at the landfill typically get replaced around 6,000 hours. This machine currently has 5,600 hours and was used hard the past year when the compactor was in the shop getting rebuilt from catching on fire in 2020. Normally we have a compactor and a dozer running in the pit and this machine pulled double duty when the 826 compactor was in the shop.

The solid waste budget has spent 14% to date.



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

May 26, 2021

MONTHLY REPORT

STAFFING CHANGES OR ISSUES:

We have filled one of our positions and will soon hire another.

BUDGET YTD SUMMARY:

As of this day, we are running around 40% of our budget in the largest expenses we have (payroll). Contractual services include annual fees for several items, including insurance, service contracts for file safe, etc. I do not foresee a lot of expense for annual items in this area. The remaining YTD budget is \$169,325.17 with \$69,205.83 being spent to date. We continue to watch our postage and use email as often as possible.

PROJECTS/ISSUES/CHALLENGES/CONCERNS:

My department's major projects for the month of May was the collection of the 2nd half of Ad Valorem taxes and working on the tax distribution. There is the usual processing titles, renewals and refunds of motor vehicle tags. We are also working accounts that are targeted for the tax sale and continue to renew commercial accounts that missed their deadline. The treasurer's report has been printed per Statue 19-520.

The search for another tag clerk continues and we will be following up on the requisition for another employee on the treasury side. We are having issues with employee openings being hard to fill as most applicants were making more than we offer to start or they just do not show up for the interview.



JUVENILE DETENTION CENTER
JUVENILE INTAKE & ASSESSMENT
BOB JOHNSON YOUTH SHELTER

RENO COUNTY YOUTH SERVICES

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Youth Services Monthly Report

May 2021

Staffing changes or issues (if any)

The end of this month we completed training for a new standby Youth Care Specialist/Juvenile Correctional Officer. We also have 4 new employees to start training next week. These new staff will fill both the two full time Youth Care Specialist positions and another standby Youth Care Specialist/Juvenile Correctional Officer. Unfortunately, we are still in need of a full time cook, and a full-time maintenance technician position. We continue to get limited to no applicants applying for these positions. Both positions, cook and maintenance, are full time positions which offer K-pers and insurance benefits. This year continues to be a challenge to fill all our open positions.

The employee of the month for May is Paige Chamberlain. She has been with Youth Services since September 2015. Paige is a Youth Care Specialist in our Youth Shelter.

Susan Mayes retired this month. She has worked for Reno County for 33 years. Susan held many positions throughout her career, working both in Youth Services and Community Corrections. Many Reno County juveniles and their families benefited from her dedicated service. She will be missed.

Budget YTD Summary

As of 5/27/2021, we have spent 30% of our Shelter budget (Dept.90). The expenses are mostly due to salaries. The total shelter budget is \$1,051,666. We have spent 34% of our detention budget (Dept.91). Detention expenditures consists of mostly salaries. The total detention budget is \$1,054,065.

Since January, we have had 4 employees retire and have another one set to retire June 27, 2021.

Projects/Issues/Challenges/Concerns

We completed our annual inspection with the Fire Marshal on 5/25/21 and had 0 violations of the Kansas Fire Prevention Code.

Residents have completed school with 5/26/21 being the last day of school. Some highlights for residents who attended public school, one participated in 8th grade promotion, another youth made honor roll, which he reported was the first time in his life. We also had a youth received Most Improved Progress in 2021. Shelter youth will have a week of fun activities before starting their community service schedule.

Our detention residents have a brief break from school before their summer classes start. The half day classes are run by two USD 308 teachers throughout the month of June.

Organization	Adopted Budget	Commitments	YTD Transactions	Remaining Budget	% Used
Fund 001 - General Fund					
Department 00 - Dept	.00	.00	(7,467.50)	7,467.50	
Department 01 - County Commission	60,800.00	.00	24,473.04	36,326.96	40%
Department 02 - County Clerk	252,916.00	.00	104,905.08	148,010.92	41%
Department 03 - County Treasurer	238,531.00	.00	75,784.57	162,746.43	32%
Department 04 - District Attorney	1,183,668.00	.00	499,057.10	684,610.90	42%
Department 05 - Register of Deeds	152,497.00	.00	60,313.50	92,183.50	40%
Department 06 - Sheriff	3,283,309.00	.00	1,367,739.01	1,915,569.99	42%
Department 07 - Administration	470,867.00	.00	196,150.40	274,716.60	42%
Department 08 - Administration Courts	597,003.00	.00	213,746.87	383,256.13	36%
Department 09 - Courthouse General	13,514,865.00	.00	1,692,920.89	11,821,944.11	* 13%
Department 11 - Maintenance	906,772.00	5,471.20	285,586.84	615,713.96	31%
Department 12 - Planning Zoning Utilities	79,711.00	.00	27,871.00	51,840.00	35%
Department 13 - Emergency Management	169,350.00	.00	65,395.05	103,954.95	39%
Department 14 - Jail	3,328,535.00	.00	1,166,791.79	2,161,743.21	35%
Department 15 - Human Resources	267,096.00	.00	103,772.40	163,323.60	39%
Department 16 - Appraiser	702,014.00	.00	264,343.21	437,670.79	38%
Department 17 - Election	379,411.00	.00	126,652.77	252,758.23	33%
Department 18 - IS/GIS	683,555.00	.00	375,834.94	307,720.06	55%
Department 24 - Auto Center	154,752.00	.00	62,352.27	92,399.73	40%
Fund 001 - General Fund Totals	\$26,425,652.00	\$5,471.20	\$6,706,223.23	\$19,713,957.57	** 25%
* Includes \$6,893,800 Cash Carryover. Percentage of Courthouse General budget used excluding the cash carryover is 26% instead of 13%.					
** Total Percentage of budget used in the General Fund excluding Cash Carryover is 34% instead of 25%					
Fund 002 - Dept of Aging					
Department 20 - Dept of Aging	539,828.00	.00	168,999.66	370,828.34	31%
Department 27 - Public Transportation	1,730,580.00	.00	517,596.55	1,212,983.45	30%
Fund 002 - Dept of Aging Totals	\$2,270,408.00	\$0.00	\$686,596.21	\$1,583,811.79	30%
Fund 003 - Health	\$3,298,244.00	\$0.00	\$1,271,347.15	\$2,026,896.85	39%
Fund 004 - Noxious Weed	\$129,868.00	\$5,336.95	\$44,481.66	\$80,049.39	34%
Fund 006 - Special Bridge Fund	\$2,750,000.00	\$21,734.50	\$4,070.00	\$2,724,195.50	0%
Fund 007 - Public Works	\$6,516,799.00	\$31,722.73	\$1,215,848.12	\$5,269,228.15	19%
Fund 008 - Solid Waste	\$8,737,830.00	\$31,306.99	\$1,208,945.78	\$7,497,577.23	14%
Fund 009 - YOUTH SHELTER					
Department 90 - Youth Shelter	1,051,666.00	.00	344,972.47	706,693.53	33%
Department 91 - Juv Detention	1,054,065.00	.00	385,980.17	668,084.83	37%
Department 92 - Grant Misc.	7,000.00	.00	1,208.17	5,791.83	17%
Fund 009 - YOUTH SHELTER Totals	\$2,112,731.00	\$0.00	\$732,160.81	\$1,380,570.19	35%
Fund 013 - Solid Waste Reserve	\$5,800,782.00	\$0.00	\$46,589.97	\$5,754,192.03	1%
Fund 015 - Employee Benefits	\$11,312,000.00	\$0.00	\$3,340,520.13	\$7,971,479.87	30%
Fund 017 - Training & Evaluation Center	\$510,000.00	\$0.00	\$300,000.00	\$210,000.00	59%
Fund 018 - Mental Health	\$452,025.00	\$0.00	\$262,025.00	\$190,000.00	58%
Fund 029 - Special Park & Recreation	\$10,408.00	\$0.00	\$5,500.00	\$4,908.00	53%
Fund 030 - Special Alcohol & Drug	\$27,386.00	\$0.00	\$10,000.00	\$17,386.00	37%
Fund 083 - County Bond & Interest	\$529,756.00	\$0.00	\$62,086.00	\$467,670.00	12%
Fund 085 - Noxious Weed/Capital Outlay	\$109,776.00	\$0.00	\$0.00	\$109,776.00	0%
Fund 086 - Health/Capital Outlay	\$336,041.00	\$0.00	\$19,477.56	\$316,563.44	6%
Fund 087 - Historical Museum	\$185,000.00	\$0.00	\$106,000.00	\$79,000.00	57%
Fund 093 - Special Equipment Fund	\$1,005,500.00	\$0.00	\$220,555.19	\$784,944.81	22%
Fund 094 - Special Road Fund	\$755,000.00	\$0.00	\$0.00	\$755,000.00	0%
Fund 097 - County Equipment Reserve	\$0.00	\$0.00	\$0.00	\$0.00	
Fund 098 - Capital Improvement Program	\$1,062,000.00	\$0.00	\$6,146.87	\$1,055,853.13	1%
Fund 099 - CIP Reserve	\$0.00	\$0.00	\$0.00	\$0.00	
Fund 180 - Internal Services					
Department 11 - Maintenance	321,568.00	5,087.00	101,641.51	214,839.49	32%
Department 24 - Auto Center	428,000.00	.00	85,696.36	342,303.64	20%
Fund 180 - Internal Services Totals	\$749,568.00	\$5,087.00	\$187,337.87	\$557,143.13	25%
Grand Totals	\$75,086,774.00	\$100,659.37	\$16,435,911.55	\$58,550,203.08	22%

Reno County
Fund Activity YTD Summary Report
From Date: 1/1/2021 - To Date: 5/31/2021

Fund	Beginning Fund Balance	Revenues	Expenditures	Ending Balance	% Increase / Decrease
001 General Fund	14,919,894.47	13,913,258.73	7,666,471.00	21,166,682.20	42%
002 Dept of Aging	763,137.16	802,606.07	706,652.40	859,090.83	13%
003 Health	1,358,836.24	2,162,077.09	1,561,793.78	1,959,119.55	44%
004 Noxious Weed	57,791.63	69,450.60	45,037.73	82,204.50	42%
006 Special Bridge Fund	2,937,495.13	870,574.18	34,793.79	3,773,275.52	28%
007 Public Works	1,456,446.02	5,402,394.22	1,600,264.11	5,258,576.13	261%
008 Solid Waste	5,878,172.12	4,142,833.83	1,317,732.09	8,703,273.86	48%
009 Youth Shelter	674,969.49	578,171.42	743,857.16	509,283.75	-25%
013 Solid Waste Reserve	5,635,294.76	0.00	64,847.74	5,570,447.02	-1%
015 Employee Benefits	4,783,260.34	6,630,042.33	3,428,657.69	7,984,644.98	67%
017 Training & Evaluation Center	25,859.08	470,274.68	313,567.82	182,565.94	606%
018 Mental Health	21,290.55	417,867.98	274,706.29	164,452.24	672%
029 Special Park & Recreation	4,409.37	5,786.80	9,500.00	696.17	-84%
030 Special Alcohol & Drug	17,146.87	6,191.57	10,000.00	13,338.44	-22%
083 County Bond & Interest	142,252.49	347,548.17	64,296.46	425,504.20	199%
085 Noxious Weed/Capital Outlay	89,776.58	0.00	0.00	89,776.58	0%
086 Health/Capital Outlay	378,479.84	0.00	19,477.56	359,002.28	-5%
087 Historical Museum	4,719.53	170,144.04	107,291.38	67,572.19	1332%
093 Special Equipment Fund	684,312.89	199,805.92	222,077.45	662,041.36	-3%
094 Special Road Fund	681,589.21	628,344.97	4,774.28	1,305,159.90	91%
097 County Equipment Reserve Fund	325,000.00	0.00	0.00	325,000.00	0%
098 Capital Improvement Program	482,206.01	582,550.20	16,482.89	1,048,273.32	117%
099 CIP Reserve Fund	1,430,000.00	0.00	0.00	1,430,000.00	0%
180 Internal Services	112,489.42	186,152.74	229,045.87	69,596.29	-38%
Grand Total	\$42,864,829.20	\$37,586,075.54	\$18,441,327.49	\$62,009,577.25	45%