



REGULAR SESSION

Ron Sellers
District 1
Vice-Chair

Ron Hirst
District 2
Member

Daniel P. Friesen
District 3
Chair

Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

A G E N D A

**Reno County Annex Conference Room
125 W. 1st Avenue, Hutchinson
Tuesday, August 30, 2022, 9:00AM**

1. **Call to Order**
2. **Pledge of Allegiance to the American Flag and Prayer**
3. **Welcome and Announcements by Commission Chair**
4. **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.
5. **Determine Additions or Revisions to the Agenda**
6. **Consent Agenda**
 - 6.A Vouchers (bills or payments owed by the county or related taxing units).
 - 6.B BOCC minutes for June 14th, 28th, July 19th, 26th, August 9th, 15th Primary Election Canvass, 2022 for approval
 - 6.C Resolution 2022-_____ authorizing the Director of Accounts & Reports to waive the requirements of K.S.A. 75-1120a.
 - 6.D Proposal from Casco Industries for a Bauer Breathing Air Cascade System for Reno County Fire District #9 in the amount of \$45,861.00.
 - 6.E Proposal from Karpel Solutions for new prosecutor software "Prosecutor by Karpel" at a total cost of \$106,000.
7. **County 2023 Budget** [Full 2023 Budget \(County & Special Districts\)](#)
 - 7.A County Revenue Neutral Rate Hearing for the purpose of answering objections of taxpayers relating to the Revenue Neutral Rate.
 - a. Open the Hearing
 - b. Discussion
 - c. Close the Hearing
 - 7.B Budget Hearing for the purpose of hearing and answering objections relating to the proposed use of all funds and the amount of ad valorem tax for the County 2023 Budget.
 1. Open the Hearing
 2. Discussion
 3. Close the Hearing
 - 7.C Resolution 2022-_____ to levy a property tax rate exceeding the revenue neutral rate for the County 2023 Budget

7.D Reno County 2023 Budget Discussion and Adoption

8. Special Districts 2023 Budget

8.A Special Districts Revenue Neutral Rate Hearing for the purpose of answering objections of taxpayers relating to the Revenue Neutral Rate.

1. Open the Hearing
2. Discussion
3. Close the Hearing

8.B Budget Hearing for the purpose of hearing and answering objections relating to the proposed use of all funds and the amount of ad valorem tax for the Special Districts 2023 Budget.

1. Open the Hearing
2. Discussion
3. Close the Hearing

8.C Resolution 2022-____ to levy a property tax rate exceeding the revenue neutral rate for the Special Districts 2023 Budget

8.D Adopt the Special Districts 2023 Budget

9. Business Items

9.A Award the Bid for Cell 8 Construction for the Reno County Solid Waste Department to Unruh Excavating LLC Moundridge KS in the amount of \$1,797,740.00

10. County Administrator Report

11. County Commission Report/Comments

12. Executive Session

12.A Executive Session for 15 minutes regarding non-elected personnel.

13. Adjournment



AGENDA ITEM

AGENDA ITEM #6.B

AGENDA DATE: August 30, 2022

PRESENTED BY:

AGENDA TOPIC:

BOCC minutes for June 14th, 28th, July 19th, 26th, August 9th, 15th Primary Election Canvass, 2022 for approval

SUMMARY & BACKGROUND OF TOPIC:

N/A

ALL OPTIONS:

Approve

Make changes

Deny

RECOMMENDATION / REQUEST:

recommend approval for minutes to be posted to web page

POLICY / FISCAL IMPACT:

N/A

June 14th, 2022
Reno County Annex
Hutchinson, Kansas

The Board of Reno County Commissioners held an agenda session at the Annex Conference Room with Chairman Daniel Friesen, Commissioner Ron Sellers, and Commissioner Ron Hirst, County Administrator Randy Partington, County Counselor Patrick Hoffman, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by City of Hutchinson Police/Reno County Sheriff's Chaplin Director Richard M. Haley also the Pastor at Riverside Baptist Church.

United Way Denise Gilliland updated the Board on the Child Care Market Study. She asked the public in the rural area to come forward to participate on the childcare committee.

Mr. Hirst moved, seconded by Mr. Sellers, to approve the Consent Agenda consisting of items 6A through 6G, including the Accounts Payable Ledger for claims payable on June 10th, 2022, totaling \$758,143.23, claims payable on June 17th, 2022, totaling \$237,781.90; and also consisting of pending Added, Abated and Escaped Taxation Change Orders numbered 2022-427, 581, 587; Kansas Department of Corrections grant conditions approval for the risk assessment; approve and set a date of Thursday, August 11th, 2022 at 9:00 a.m. for County Canvass of the 2022 Primary Election; approve and set a date of Thursday, November 17th, 2022 at 9:00 a.m. for County Canvass of 2022 General Election; approval to renew an application for a Cereal Malt Beverage License for O'Brien's Marina LLC for Off Premises; approval to renew an application for a Cereal Malt Beverage License for O'Brien's Marina LLC for On Premises as presented by staff. The consent agenda motion was approved by a roll call vote of 3-0.

County Administrator Randy Partington presented the American Rescue Plan Act (ARPA) summary of requests in an excel spreadsheet. His spreadsheet had requests and program amounts from organizations or individuals. He also had an overview of the final guidelines for spending from the U.S. Department of Treasury's Coronavirus State and Local Fiscal Recovery Funds. He asked the Board if they would like to use scoring by staff or put together a committee to review requests.

Mr. Sellers stated he would prefer no scoring or use of an outside committee. The Board had decided on three major buckets with Mr. Hirst researching Child Care, Mr. Friesen looking into Economic Development, and Mr. Sellers handling housing for the allocation of the \$12 million plus funds.

Mr. Hirst felt some of the items on the summary would not qualify for funds and a discussion should be in the future for those requests. The three main areas Mr. Sellers mentioned fit together for growth in Reno County and he suggested a work study session to discuss them.

Mr. Friesen was in favor of further talks by the Commission and not establishing a committee. He was not clear on allocation amounts for the three major buckets and Mr. Partington had heard several different amounts for the buckets. He thought Mr. Partington should set up a session for the questions from the commissioners may have and suggested next agenda meeting. Mr. Partington knew of the allocated \$440 thousand for the fire brush trucks. The Board discussed housing, administration fees, Neighborhood Revitalization Plan, and a potential hotel project. Afterward they decided to speak with the Chamber of Commerce and the City of Hutchinson and bring back any information to the next agenda meeting.

County Counselor Patrick Hoffman reviewed the City/County Agreements for the Law Enforcement and Emergency Communications. He stated in January after meeting with the Sheriff they made some changes and sent to the City Attorney who approved it; however, the City Council had not voted on approval yet. The agreement discussed the division of funds and services rendered. He indicated most were technical changes and some clarified the county owned building on Avenue G and how it is to be used in the future. The termination period was updated to sixteen months instead of four months giving all parties time to budget accordingly.

Mr. Sellers commented that he appreciated Mr. Hoffman's work on these agreements. He stated it was important the city and county work together getting documents signed so they could continue building a stronger relationship then in the past few years. **Mr. Sellers moved, seconded by Mr. Hirst,** as the county to approve the agreements and have the Chairman's signature on them then asking the City of Hutchinson to agree to them. The motion was approved by a roll call vote of 3-0. The Board would like to meet with the City of Hutchinson not less than every six months to keep communications open. Also have the City Manager and County

Administrator meet quarterly then come with any information to the Commission and from a Mayors' Forum as well.

Mr. Partington reviewed the high-level 2023 budget. He stated last week he received the estimated valuation from the Reno County Clerk's Office of \$675,720,222 compared to \$641,734,089 for the current year. The increase was 5.3 percent which does not cover the cost of inflation. He gave a tentative budget schedule and deadlines from the state based on the county exceeding the Revenue Neutral Rate (RNR). The initial budget summary will be on June 28th, 2022, and he is currently working with the Financial Specialist Leslie Roederer and Admin Associate V Shonda Arpin on the state budget form to proposed mill levy. He said with inflation the county may pay more for fuel and asphalt materials. Mr. Hirst stated there were 600 miles of road in Reno County and to asphalt all of them takes 20-years, and felt it was better to stay with Public Works Director Mr. Brittain's schedule for asphaltting. After a Board discussion Mr. Partington recapped what the Board wanted; to see a RNR budget with options, or budget recommendations, Capital Outlays, or cutting services and/or people.

Mr. Partington also gave explanation to purchase ClearGov for a web-based budgeting management software suite at a cost of \$9,275 for 2022; and then \$26,400 annually beginning January 1, 2023. He showed that the software would create an easier and more transparent budget process for directors, citizens, the commission, and staff. He said it could be taken from the budget without increasing the overall budget. **Mr. Hirst moved, seconded by Mr. Friesen**, to approve the purchase of the software outlined by Mr. Partington and authorize him to sign the agreement. The motion was approved by a roll call vote of 3-0.

Mr. Partington was available to offer clarification of the Board Appointment Process earlier this year. He interpreted the last sentence in the process that all applications will be provided to the Commission at the meeting where an appointment is made, compared with practices in the past that just listed and showed who was being recommended. He stated what was not in the process was; after the 90 days or when the number of applicants were presented to the Commission, and they should have been vetted by the Chairman to see if there were any other applicants or concerns to diversify the boards. Mr. Sellers thought the Board Chairman should get to see the applications and decide whether appropriate or there was need for additional applicants before it is put on the agenda, he thought that should be added to process. Mr. Hirst

agreed to the adjustment to the process. Mr. Partington would add the list and have a discussion before bringing it to the full commission. Mr. Partington asked if the Board had any questions on the monthly reports in the packets. He briefly reviewed the financial report.

Mr. Partington mentioned the Request for Qualifications (RFQ) deadline last week for the shooting range. He said there were four companies that sent in documents. He would like to create a small group to do interviews to see which would be the best fit for Reno County and bring back the results to the full Board. He asked if one commissioner could be on that interview committee. Commissioner Friesen asked if Commissioner Hirst would be involved with the small group, and he agreed.

Commissioner Comments:

Mr. Hirst cautioned citizens on the highly flammable areas in the county. He gave an example of a fire that burnt 200 acres of wheat because of the dry conditions and high winds and noted that it costs farmers and the county money with those fires. A highway patrolman was investigating the fire since it started approximately eight feet into the field. Next comment was that he appreciated the outstanding initiative Mr. Partington took to involve Department Heads and employees regarding Leadership Training and Communication, thank you.

Mr. Sellers was grateful the fire did not start at the landfill. He also appreciated the comments on the Leadership training. He attended The Highlands annual meeting on Friday by invitation of the mayor where Emergency Management Director Adam Weishaar and County Fire Administrator Travis Vogt spoke on fire precautions with several residents and took applications to have their property assessed. He attended the City of Hutchinson budget meeting at 3:00 p.m. as a citizen as they were considering the groups that we fund, just to hear those groups fund request as a concerned citizen. He asked the Mr. Partington to give information to commission candidates about the county in general. Mr. Partington was working with Laurie Moody for that information.

Mr. Friesen had no comments.

At 10:55 a.m. Mr. Sellers motioned, seconded by Mr. Friesen, to adjourn the meeting until 9:00 a.m. Tuesday, June 28, 2022. The motion was approved by a roll call vote of 3-0.

The following public attended the agenda meeting:

Randall Parks, Denice Gilliland, Mike Warren, Julia Westfahl, Marc Howell, Michael Jobe, Clint Nelson, Lorna Moore, Cris Corey, and Carol Moore.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

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Reno County Clerk
cm

Date

June 28th, 2022
Reno County Annex
Hutchinson, Kansas

The Board of Reno County Commissioners held an agenda session at the Annex Conference Room with Chairman Daniel Friesen, Commissioner Ron Sellers, and Commissioner Ron Hirst, County Administrator Randy Partington, County Counselor Patrick Hoffman, and County Clerk Donna Patton, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Steve Gill with Turon Community Church.

Shannon Wedge and Jennifer Griffin with American Red Cross gave an update on available services they have and how they have serviced the community.

Commissioner Friesen moved Item 7B Approve resolution dividing Reno County into Commissioner Districts & Item 7C Reno County Automotive Annual Update in front of Item 78A the ARPA discussion.

Mayor Don Smith with the City of Arlington expressed gratitude for the bridge East of Arlington and inquired if there could be a ribbon cutting ceremony for the opening. Mr. Friesen said he thought that could be arranged.

There were no additions to the agenda.

Mr. Hirst moved, seconded by Mr. Friesen, to approve the Consent Agenda consisting of items 6A through 6S, including the Accounts Payable Ledger for claims payable on June 24th, 2022, totaling \$1,107,029.92, claims payable on July 1st, 2022, totaling \$433,189.74; approve BOCC final minutes from May 31st, May 31st Work Session; to approve Resolution No. 2022-16; A RESOLUTION AUTHORIZING TO CONSENT TO THE SUBORDINATION OF THE COUNTY'S TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2018 (AGRI CENTER) TO A MODIFICATION OF MORTGAGE; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF ANY OTHER DOCUMENTS TO AFFECT NECESSARY ACTIONS; and approval for Community Corrections Criminal Justice Systems Security Policy updates as recommended by Kansas Highway Patrol; approval Community Corrections Contract with Community Solutions, Inc. for Quality Assurances and Coaching for Officers regarding Risk and Needs Assessments;

approval for purchase of Square 9 Document Management Software at an initial cost of \$37,956.00; approve to destroy 2020 Primary Election Materials; approve request to accept the quote from Heartstone Inc. Wichita, Kansas, to crush 8,000 tons of concrete; approval of the Annual Update for the South Central Solid Waste Management Plan; approve Reno County Fire District #3 (Nickerson & The Highlands) engine/pumper truck purchase FL70 E-One VIN 1FV6HLCBXVH840866; approve authorization for County Administrator to sign title to Reno County Fire District 3's 1997 Ford as presented by staff. authorize County Administrator to sign title to Reno County Fire District #3's 1997 Freightliner Engine/Pumper FL70 E-One VIN 1FV6HLCBXVH840866 to be sold; authorize County Administrator to sign title for 1991 Ford 2T F700, VIN#1FDWK74P8MVA28038; authorize the County Administrator to sign title to 2017 Ford Explorer, MP with VIN 1FM5K8AR5HGC57097; authorize the County Administrator to sign title to 2017 Ford Explorer, MP with VIN 1FM5K8AR5HGC57096; authorize the County Administrator to sign title to 2018 Ford Explorer, MP with VIN 1FM5K8AR9JGB12439; authorize the County Administrator to sign title to 2015 Ford Explorer, MP with VIN 1FM5K8AR8FGA57568; authorize the County Administrator to sign title to 2018 Ford F-150 Police Responder VIN 1FTEW1PG7JKE86535; authorize the County Administrator to sign title for 2008 Chevrolet 1 Ton VIN 1GCHK34K18E177438; authorize the County Administrator to sign title for 2009 Chevrolet 2500 VIN 1GCHK34K09F147298; The consent agenda motion was approved by a roll call vote of 3-0.

Jenna Fager Deputy County Clerk met with the Board to Approve **Resolution #2022-17; A RESOLUTION DIVIDING RENO COUNTY INTO COMMISSIONER DISTRICTS PURSUANT TO K.S.A. 19-204.** Ms. Fager stated having considered the census data, the Board of County Commissioners found that the current composition of commissioner districts established by Resolution #2021-14 remains as compact and equal in population as possible. **Mr. Sellers moved, seconded by Mr. Hirst,** to approve the resolution. The consent agenda motion was approved by a roll call vote of 3-0.

Reno County Automotive Director Kyle Berg met with the Board for his Annual Update. He informed the Board that vehicle prices have gone up 5% and parts are getting hard to find. A vehicle equipment fund was created so when the time to order is opened, they would be able to order and pay for the vehicles from that fund. He would like to sell the vehicles on Purple Wave instead of trading them in. He also discussed fuel prices and was asked if it is possible to use locally owned stations to get fuel and he said he would check into it.

County Administrator Randy Partington discussed the spreadsheet he created with the Commissioners' thoughts on the ARPA allocations. He said he would like the Board to finalize the top priorities. **Mr. Friesen moved, seconded by Mr. Hirst,** to approve the distribution of \$4.5 million dollars to The United Way. The motion was approved by a roll call vote of 3-0.

Mr. Hirst moved, seconded by Mr. Sellers, to approve the allocation of \$4 million to Interfaith Housing and \$500,000 to SCKEDD. The motion was approved by a roll call vote of 3-0.

Mr. Hirst moved, seconded by Mr. Sellers, to approve the allocation of \$1.2 million to the Chamber of Commerce Industrial Development to assist with utility development subject to the park being developed and subject to final staff approval to match certain costs associated with the park development. The motion was approved by a roll call vote of 3-0.

The next items were discussed and agreed upon:

\$200,000 - HCC & Hutchinson Regional Medical Center for expanded nursing program facilities.

\$260,000 - Arlington EMS Station.

\$12,100 - Haven EMS Equipment.

\$440,000 - City of Hutchinson Fire Department for brush trucks.

\$37,500 - Pretty Prairie EMS Ambulance Station.

\$113,000 - Reno County Emergency Management for Fire District Capital Equipment and Software.

\$70,000 - Reno County Emergency Management for Fire Administrator equipment needs.

\$50,000 - Reno County Sheriff to work with Automotive director Kyle Berg and decide the appropriate truck for on-site situations by the Sheriff.

\$137,000 - Administrative Expenses for Audits and Administrative Work.

\$522,785 - Reno County Administration for Health Department and Emergency Management Building needs.

Mr. Sellers moved, seconded by Mr. Hirst, to ask Mr. Partington to prepare a spreadsheet with the allocations indicated today for a formal approval including in that presentation the MOU's he needs to have from the individual requesters for the ARPA funds and bring them back to the Board at their next meeting. The motion was approved by a roll call vote of 3-0. Mr. Hoffman was working with MOU agreements from requesters.

At 10:40 a.m. the meeting recessed for 10 minutes.

At 10:50 a.m. the meeting reconvened and returned to open session with all three Commissioners, Mr. Partington, Mr. Hoffman and Mrs. Patton present.

Mr. Partington discussed the 2023 Budget Summary he had prepared. He informed the Board that they will need to notify the County Clerk by July 20th if they plan to exceed the Revenue Neutral Rate. He explained some cuts that the Board would need to make to not exceed the RNR. Mr. Sellers thanked Mr. Partington for the work he had done preparing the budget summary. Mr. Friesen asked the other members to give Mr. Partington some feedback on cuts they would like to see or if they would like to leave the budget numbers. He said he would like to set the max levy and work to get the levy down from there. The RNR is 37.468 and the max levy was 39.475. Mr. Partington then discussed the Special Districts and noted that most of them will need to exceed their RNR. Mr. Partington will prepare the notice to the County Clerk for Reno County and the Special Districts to exceed their RNR's and bring them to the Board for approval.

Mr. Partington asked the Board if there were any questions on the monthly reports in the packets. He said he appreciated Department Heads being in the audience to answer questions. Don Brittain Public Works Director told the Board that hot asphalt is up \$5.44/ton and cold asphalt is up \$5.77/ton and noted this is a 10% increase.

Commissioner Comments:

Mr. Sellers commented that he enjoyed the Red Cross report and liked the idea of a ceremony for the Arlington bridge.

Mr. Hirst commented on the hotel situation in Hutchinson.

Mr. Friesen commented that KS Farm Bureau is having an elected officials forum at their next scheduled meeting on July 12th. He let them know that this conflicted with the Board's regular meeting so they probably wouldn't be attending.

At 10:00 a.m. **Mr. Friesen moved** for the commission to enter into executive session, until 12:00 p.m. with the County Administrator and the County Counselor to discuss the subject of performance of one or more non-elected county personnel with the executive session justified by the need to discuss personnel matters of non-elected personnel in confidence. **Mr. Hirst seconded the motion.** The motion was approved by a roll call vote of 2-1 with Mr. Sellers voting no.

At 12:00 p.m. the meeting adjourned until 9:00 a.m. Tuesday, July 19th, 2022.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
dp

Date

July 19th, 2022
Reno County Courthouse
Hutchinson, Kansas

The Board of Reno County Commissioners held an agenda session with Chairman Daniel Friesen, Commissioner Ron Sellers, and Commissioner Ron Hirst, County Administrator Randy Partington, County Counselor Patrick Hoffman, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Mike Rose South Hutchinson United Methodist Church.

Reno County Extension 4-H Fair Board Treasurer Meghan Miller invited the Commissioners to the 4-H Fair being held at the Kansas State Fairgrounds this week. She gave a brief overview of the events and extended citizens to enter into open class from over 18 to 99 years old and children under 18.

There were no additions to the agenda.

Mr. Sellers moved, seconded by Mr. Hirst, to approve the Consent Agenda consisting of items 6A through 6E, including the Accounts Payable Ledger for claims payable on July 8th, 2022, totaling \$118,637.87, claims payable on July 15th, 2022, totaling \$601,886.04; approve a change in Medical Insurance Third Party Administrator from BML to Allied Benefits, approval of the revised Travel, Meeting and Related Expenses Policy effective July 19, 2022. Mr. Partington explained 6C allowed Reno County to follow the IRS guidelines for reimbursement of mileage which could reflect either direction, up or down, to follow the price of fuel. Approve a contract between Reno County and PCiRoads for an unexpected emergency repair of the West abutment backwall and expansion device on the 4th Avenue Bridge over the Cow Creek drainage, contract total is \$218,468.50; approval to send out bids for construction of Cell 8 at the Reno County Solid Waste Landfill. The consent agenda motion was approved by a roll call vote of 3-0.

County Administrator Randy Partington introduced and turned the presentation over to Adams Brown Auditors partner Melissa Romme, and manager Jami Benyshek for the 2021 Audit Report via zoom. Ms. Romme reviewed several funds as well as pages to note certain points of interest. Page 119 had a Summary of Audit results which were the nuts and bolts of the audit. She stated there were no budget violations and no findings all the way around given in

the unmodified report. She thanked the staff for all their assistance in answering their requests in a timely manner. Mr. Partington thanked Financial Specialist Leslie Roederer and the staff of Adams Brown.

Mr. Friesen questioned the employee benefits fund amount and the K-14 Funds. He wondered why there needed to be so much. Mr. Partington said that the balance in the employee benefits fund was needed as a good cushion for self-insurance and needing enough for tax rates making sure Reno County had funds available for 100 percent employment. Mr. Partington and Mr. Hirst explained that the state closed highway that was donated back to the county, approximately 20 miles of the K-14 highway, giving the county money to keep maintenance up on that road only.

The Board discussed briefly reserves and bond issues.

Mr. Friesen moved, seconded by Mr. Sellers, to except the audit report authorizing the Chairman Daniel Friesen and County Administrator Randy Partington to sign the Management Representation Letter for the 2021 Audit. The motion was approved by a roll call vote of 3-0.

Maintenance/Purchasing Director Harlen Depew gave background for a discussion of the Façade Anchoring of the Courthouse. Brent England with Engineering Consultants, a local engineering firm, recommends re-anchoring the limestone façade on the tower. WJE Firm recommended to do nothing regarding additional anchoring. GLBR Architect Brad Doden spoke about anchoring through the mortar joints. There was a brief discussion on the need for anchors to bring back to the original conditions, a majority consensus was to look at 2023 capital item for anchors onto long term maintenance. **Mr. Sellers moved, seconded by Mr. Friesen,** to deny change order #2 for Pishny Restoration Services anchor amount for approximately \$698,401.20. The motion was approved by a roll call vote of 3-0. Mr. Partington was requested to put a discussion on insurance on a future agenda. Mr. Hoffman was to follow up with the insurance company before the agenda meeting.

Board of Commissioners approved the KU Public Management Center to facilitate a three-day workshop designed to introduce the concepts, philosophies, and practices necessary in Building a Culture for Higher Performance Synopsis and Lessons Learned training. Health Department Director Karla Nichols went over a presentation on lessons learned and a couple of Department Heads briefly present lessons they learned. The Board thanked Mr.

Partington for his leadership and working to bring these lessons into reality.

At 10:33 a.m. the meeting recessed until 10:40 a.m.

The meeting reconvened and returned to open session with all three Commissioners, Mr. Partington, Mr. Hoffman, and Mrs. Martin present.

Mr. Partington presented the 2023 County Budget. He stated that notification had to be given to the Reno County Clerk by tomorrow, July 20th, that the 2023 County Budget will exceed the Revenue Neutral Rate (RNR). 39.475 mills is the maximum in place with further discussion and to set a Budget Hearing date of August 30, 2022, at 9:00 a.m. for the County 2023 Budget. **Mr. Hurst moved, seconded by Mr. Sellers**, to approve the Board of Commissioners to notify the Reno County Clerk of interest to exceed the Revenue Neutral Rate of 39.475 mills and set the Budget Hearing date of August 30, 2022, for the County 2023 Budget. The motion was approved by a roll call vote of 3-0. The Board gave direction to Mr. Partington for further discussions on agendas with certain departments on budget discussions with the Reno County staff as needed.

Mr. Partington gave explanation to the Board for the 2023 Special Districts Budget. Notification to Reno, Harvey, and Kingman County clerks that the Special District Budgets will exceed their Revenue Neutral Rate (RNR) and set the RNR Public Hearing for August 30, 2022. To set a Budget Hearing date of August 30, 2022, for the Special Districts Budget. **Mr. Hirst moved, seconded by Mr. Sellers**, to approve the Board of Commissioners hear by notifies the Reno County Clerk of interest to exceed the Revenue Neutral Rate as stated and set the Public Hearing for August 30, 2022, at 9:00 a.m. There are three signature pages to be signed. The motion was approved by a roll call vote of 3-0.

Mr. Partington was also giving explanation for a discussion of Legislative items. Included on the legislative platform Official Notices/Publications costs for official newspaper, costing more than what a summary would cost. The Statutes need to be modified to allow counties to publish summaries, similar to cities. Noxious Weeds K.S.A. 2-1322 to charge 100 percent of the costs for chemicals to the public to eradicate weeds. Staff will draft a letter to the Legislative Assembly and invite them to meet with the Board. Mr. Hirst spoke about Constitutional Home Rule Authority.

Mr. Partington also discussed an Interfaith Housing project partnering with Reno County, putting the county on the deed, with Interfaith to demolish St. Elizabeth Hospital on 20th and North Monroe. Interfaith Representative Clint Nelson spoke about the EPA Brownfield \$5 million dollar grant award that would assist in the demolition of the property. He outlined the project, giving a brief background and redevelopment master plan and stated that the building is a health and safety issue for the community. Timing was critical since the EPA grant application opens mid-September and closes mid-November and awarded in January. He said prior to accepting the deed to St. Elizabeth in 2016, Interfaith did not perform a Phase 1 Environmental Review, therefore Interfaith was not approved as applicants for this EPA Cleanup grant. A joint partner agreement was needed so the title could be transferred to the County and could act as the applicant. Interfaith would be responsible for all costs and the county would not use any funds just a paper partnership. Mr. Nelson said the drop-dead date would be the end of August for KDHE Phase 1, but the county could apply today. County Attorney Patrick Hoffman said he would work on the contractual agreements to protect the county with stipulations and look into an insurance writer for special projects. **Mr. Sellers moved, seconded by Mr. Friesen,** to direct county staff to negotiate a draft agreement between Reno County and Interfaith Housing to protect the county's interest bringing the draft back next week. Mr. Friesen suggested leaving the decision of when to apply for the KDHE Phase 1 application date up to the County Attorney and County Administrator. The motion was approved by a roll call vote of 3-0. Mr. Hirst asked if the City of Hutchinson would be interested. Mr. Nelson stated they were approached and denied interest.

Mr. Partington asked the Board if there were any questions on the monthly reports or financial reports in the packets. He stated that there is a townhall meeting for Yoder residents of Watershed District #101 for Thursday, August 11th, 2022, at Journey Church Activity Center at 6:30 p.m. until 7:30 p.m. to discuss the high nitrates problem.

Commissioner Comments:

Mr. Sellers thanked Leslie Roederer for her audit work all year through. He questioned when Mr. Hoffman might have the ARPA drafted agreements. Mr. Hoffman replied they were drafted and would double check them with the County Administrator before mailing them out in the next few weeks. Mr. Sellers was informed by the County Administrator that the County Counselor's view regarding delinquent taxes was for the residents to pay all

delinquent taxes up to date not letting the residents have three-years to make it up to keep the property off the tax sale. Mr. Hoffman explained the process of the tax sale.

Mr. Friesen requested Mr. Hoffman to provide a report for the tax sale compared to previous years.

Mr. Hirst stated to take your time with the tax report since people may have paid since the date is not set yet in October. Mr. Hoffman said the tax sale should be early October. Mr. Hirst wanted to set a work session for the next five to ten years with the County Administrator to plan buildings for EMS and different departments. Mr. Hirst mentioned the treatment of noxious weeds along the 580 miles of roadways. He said the Legislative Farm Bureau meeting would benefit people for county roadways.

Mr. Friesen put long term discussion in the fall for housing/buildings Mr. Hirst mentioned. Laurie Moody put in her resignation, could her position be part-time or contracted out in the future. \$3,600 NRAP as a legislative item and he believed it was a total waste of tax-payers funds. There is a Stepping Up Council meeting on Thursday at 11:30 a.m. with local legislatures lead by United Way to help people (inmates) in that system find a way-out.

At 11:45 a.m. the meeting adjourned until 9:00 a.m. Tuesday, July 19th, 2022.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date

July 26th, 2022
Reno County Annex
Hutchinson, Kansas

The Board of Reno County Commissioners held an agenda session with Chairman Daniel Friesen, Commissioner Ron Sellers, and Commissioner Ron Hirst, County Administrator Randy Partington, County Counselor Patrick Hoffman, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Rishawn Austin, First Baptist Church.

There were no public comments or additions to the agenda.

Mr. Sellers moved, seconded by Mr. Hirst, to approve the Consent Agenda consisting of items 6A through 6G voting on 6H separately, including the Accounts Payable Ledger for claims payable on July 22nd, 2022, totaling \$877,951.04, claims payable on July 29th, 2022, totaling \$1,583,092.94; approve Community Corrections year-end budget adjustments for the adult supervision Kansas Department of Corrections grant; approve FY2022 Year-End KDOC Juvenile Comprehensive Plan Grant Budget Revisions Community Corrections Kansas Department of Corrections adult and juvenile carryover client reimbursement budgets submission; approve addendum to the Purchasing Policy; approve agreement between the Kansas Department of Transportation (KDOT) and Reno County for the High-Risk Rural Roads (HRRR) project to improve safety on county roads. 100 percent of Participating Costs are covered by KDOT. Estimated Project Cost is \$561,000.00; Agreement No. #189-22; and Project No. #078C-5198.01; to approve the purchase of a used 2022 CAT 950M loader from Foley Equipment in Wichita, KS in the amount of \$2241,915.43 as presented by staff. The motion was approved by a roll call vote of 3-0. Mr. Sellers started a brief discussion on purchasing new equipment versus purchasing used for the same price and warranty. Mr. Hirst suggested it could be the wait time for new being six months to a year for delivery and the used was available now. Mr. Partington would consult with Solid Waste Director Megan Davidson for the answers.

Mr. Friesen moved, seconded by Mr. Hirst, to approve the proposal from Hutton Corporation, agenda item 6H, that was a proposal to provide design builder services for the shooting range project. Mr. Sellers stated he had nothing against the Hutton Corporation however he would not vote for the proposal believing

it had the possibility of expenses growing out of control with the county's money.

Mr. Hirst shared those concerns on expenses but believed there was an opportunity to provide a facility and a need for the shooting range warranted a planning design. The Sheriff's Office would benefit along with other agencies as it could become the regional training center. They had four companies present practical presentations and Hutton was the only one that would help us seek grants.

Sheriff Darrin Campbell said Hutton Corporation stood out from all the others. He stated that it was practical and scalable to fit our needs and budgets also provide a training facility for the region.

The motion was approved by a roll call vote of 2-1 with Mr. Sellers opposed.

Hutchinson Community Foundation Director of Strategic Initiatives Kari Mailloux gave a presentation on behalf of the Reno County Entrepreneur Ecosystem Partnership (RCEEP) Action Plan. She showed the progress and updates for the 2022-2025 Reno County Entrepreneur Action Plan. Other members of that group were in the audience: Jackson Swearer and Dave Dukart, Start Up Hutch; Michele Inskeep, Peoples Bank and Trust.

Mr. Swearer explained the function of RCEEP stating they would still meet quarterly to continue to function with Hutchinson Foundation as a neutral partner in those meetings. He felt it was important to not duplicate services with what other agencies were doing.

County Counselor Patrick Hoffman gave explanation for the Joint Venture Agreement with Interfaith Housing for a development project at 500 W. 20th, the old St. Elizabeth Hospital building in Hutchinson, KS. He said the main focus was giving back the deed to Interfaith if the grant was not awarded. Reno County would carry additional insurance with the same coverage as other buildings when filing a claim with a deductible, and Interfaith would reimburse Reno County the insurance cost as written. Mr. Hoffman was satisfied with the agreement. Mr. Friesen stated good work with the creativity on moving forward with the St. Elizabeth project and suggested working with the City of Hutchinson for support and cooperation. **Mr. Friesen moved, seconded by Mr. Sellers**, to approve the Joint Venture Agreement with the indemnity

clause as presented. The motion was approved by a roll call vote of 3-0.

Appraiser Mike Plank presented his annual report to the Board. He reviewed several statistics and stated they were compliant since 2016 which was outstanding.

Mr. Partington stated the Board last week approved the maximum budget that would possibly exceed the RNR (Revenue Neutral Rate) with discussions before the August 30th, 2022, public hearing. He stated to keep the mill levy neutral the cut would have to be \$1.3 million. The Board had a large discussion on the revenue and expenses within each department's budgets. Mr. Partington was instructed to make a spreadsheet showing areas to cut before the August 30th public hearing.

Mr. Partington asked if the Board had any questions on the monthly reports, there were no questions. He said a townhall meeting was set in Yoder and asked if the Board would be attending, Mr. Friesen and Mr. Hirst would attend with possibly Mr. Sellers.

Commissioner Comments:

Mr. Hirst mentioned Reno County was lucky to have National Baseball Congress World Series here this week starting at noon July 28th - 31st. Thank you for quick work by Chamber to potentially host the AG expo here. He also thanked the 4-H Fair Committee, the livestock sale committee, and volunteers for creating a great youth program, and all open class exhibitors, 4-H is an outstanding organization.

Mr. Sellers thought Mr. Hirst's suggestion to Start Up Hutch to be more personable visible in the county was appropriate, most of the world use social media for visibility. He thought Mr. Friesen's suggestion to Interfaith Housing to work with the City of Hutchinson for support on the St. Elizabeth project was a good one.

Mr. Friesen commented to Mr. Hoffman on his work on the tax sale. We are on track for this year, thank you.

At 11:00 a.m. the meeting recessed for five minutes.

The meeting reconvened with all Commissioners, County Administrator Randy Partington, County Counselor Patrick Hoffman, and Minutes Clerk Cindy Martin, present.

At 11:05 a.m. **Mr. Friesen moved, seconded by Mr. Hirst,** to go into executive session until 11:10 a.m., with the County Administrator Randy Partington to remain, to discuss an attorney/client privileged legal matter. The motion was approved by a roll call vote of 3-0.

At 11:10 a.m. Mr. Friesen moved, seconded by Mr. Hirst, to extend the executive session until 11:15 a.m. The motion was approved by a roll call vote of 3-0.

The meeting returned to regular open session with no binding action to be taken as a result of the executive session.

Mr. Sellers moved, seconded by Mr. Hirst, to delegate Commissioner Friesen to meet with the Chamber of Commerce regarding an Economic Development opportunity, and to make a non-binding commitment on the county's behalf as he saw fit, with final approval of any Economic Development Program to be approved by the Commission at a regular meeting. The motion was approved by a roll call vote of 3-0.

At 11:20 a.m. the meeting adjourned until 9:00 a.m. Tuesday, August 9th, 2022.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date

August 9, 2022
Reno County Annex
Hutchinson, Kansas

The Board of Reno County Commissioners held an agenda session with Chairman Daniel Friesen, Commissioner Ron Sellers, and Commissioner Ron Hirst, County Administrator Randy Partington, County Counselor Patrick Hoffman, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Tim Adrian, Westside Baptist Church.

Deputy County Clerk Jenna Fager updated the Board on an error discovered on Friday with the hand count audit on eleven precincts from the in-person advance voting. She said some of the rotations on the State Treasurer's race were not correct. In lieu of the few wrong rotations for the walk-in advance, County Clerk Donna Patton decided to do a full hand count audit on all walk-in advance votes. Mrs. Fager explained the provisional process and she recommended the Commission extend the previous Primary Election Canvass from Thursday, August 11th to Monday, August 15th at 9:00 a.m. County Clerk Donna Patton was in the audience. **Mr. Friesen moved, seconded by Mr. Hirst,** to approve the recommendation from Deputy County Clerk Mrs. Fager to change the date and time to Monday, August 15th, 2022, at 9:00 a.m. The motion was approved by a roll call vote of 3-0.

There were no public comments.

Mr. Sellers requested to add to the business agenda for an Economic Development Incentive Fiber project for IdeaTek. The Board by consensus would add the item as 7A1. Mr. Friesen stated it would be a conflict of interest so he would abstain when the decision comes up.

Mr. Sellers moved, seconded by Mr. Hirst, to approve the Consent Agenda consisting of items 6A through 6D including the Accounts Payable Ledger for claims payable on August 5th, 2022, totaling \$172,546.27, claims payable on August 12, 2022, totaling \$1,101,815.89; authorize the County Administrator to sign title to 2005 GMC Sierra (Maintenance #4) with VIN #2GTEK13T851341234 to complete the purchase of a 2022 Ford Maverick which as previously approved; authorize the County Administrator to sign title to 2009 Lincoln MKX (Health Department #38) with VIN #2LMDU68C08BJ39353 to complete the

purchase of a 2022 Ford Maverick; approve Reno County Fire Administrator truck purchase from Midway Motors for \$46,828.00. The motion was approved by a roll call vote of 3-0.

Mr. Friesen left the meeting at 9:12 a.m.

Mr. Sellers introduced IdeaTek General Counsel and Director of Broadband Advocacy Ethan Capland who gave explanation of a Letter of Support for a possible grant from the State of Kansas. His request was for community support to install fiber optics in Reno County with those funds. He said a pledge from Reno County for a contribution between \$15,000 to \$24,000 would expand Broadband in rural areas of the county that need internet. The application would affect 600 premises for approximately \$3.3 million dollars with a grant match from IdeaTek of \$600,000. He said there were a couple of options; per approved premise, i.e., \$40 would be a pledge of \$24,000 from Reno County, going down to \$25 per premise equals \$15,000. The rural areas could have different connections to have access to internet in their area however they have limitations. He stated fiber optic broadband is scalable and reliable and will push more data through them in the future. The Board discussed wireless options, hybrid fiber versus fiber optics.

President/CEO of Reno County/City of Hutchinson Chamber of Commerce and Economic Development Debra Teufel spoke about the economic impact in the rural area and what broadband means for Reno County. She gave some background on a project the Chamber partnered with IdeaTek on in 2020, that project was completed in 2021 with fiber optic cables. She read a statement from the Farm Bureau National Organization "The American Farm Bureau Foundation" regarding Broadband. Ms. Teufel spoke about the grant being funneled through Greater Hutch funding that seed basic services to Reno County from a line-item allocation in their budget called Community Development Initiatives. She said the application needed to be submitted by August 18th, 2022. She spoke about the rural Industrial Park south of South Hutchinson.

Mr. Hirst questioned the proposal for the funds to come from the \$50 thousand given to Greater Hutch Development Fund. Mr. Sellers had a strong opinion that education was important. This was part of the Chambers Economic Development items and should be up to the Chamber to decide where the funds come from on behalf of Reno County. Mr. Hirst agreed about the importance of education in rural areas.

Mr. Partington said this year's request by the Chamber from the county was \$50,000 dollars and the Chamber's request for next year was \$84,000 to cover the cost of special projects. After a long discussion the Board agreed to leave this in the hands of the Chamber with no extra funds from Reno County and stated any vendor should have the opportunity to be awarded this service in the county. Mr. Capland will work with Mr. Partington and Mr. Hoffman on the Letter of Support.

Mr. Friesen returned to the meeting at 9:53 a.m.

Emergency Management Director Adam Weishaar discussed the Wildfire Mitigation through the Fire Management Grant. He stated it would affect 1,375 acres costing \$1.3 million in the high-risk areas. Mr. Partington stated Reno County's 10 percent local match would be \$323,000 out of the reserves. Mr. Hirst thought 25 percent should be the homeowner's responsibility instead of the Reno County taxpayers.

City of Hutchinson Fire Chief Steven Beer agreed with Mr. Weishaar about the private landowners not wanting them on their land. He said they offered classes to educate people after fires and very few attended. Cedar trees were the largest high-risk areas and said that most people used the cedar trees for hunting. He would like to see a corridor developed of 500 feet instead of 85 feet around properties, but it would have to be a joint effort with landowners. Mr. Friesen would like to see a plan submitted to the Board. The Board had a large discussion on fire mitigation with Mr. Weishaar and Chief Beer. They recommended to reschedule one month from now with questions from the Board compiled by staff on a summary page.

Human Resources Director Helen Foster met with the Board to recommend the Premium Schedule for 2022-2023 Health Insurance Plan Year. She stated there would be a new health and dental Administrator keeping the rates flat with no increase. **Mr. Hirst moved, seconded by Mr. Sellers,** to call for the question. The motion was approved by a roll call vote 3-0.

Mr. Hirst moved, seconded by Mr. Sellers, to approve the Premium Schedule for 2022-20223 Health Insurance Plan Year as presented by staff. The motion was approved by a roll call vote of 3-0.

Mr. Partington gave a presentation for discussion on the 2023 Budget. The Board discussed cuts to the budget.

At 11:20 a.m. the meeting recessed for five minutes.

The meeting reconvened with all Commissioners, County Administrator Randy Partington, County Counselor Patrick Hoffman, and Minutes Clerk Cindy Martin, present.

Mr. Partington had no additional comments to the agenda packet for the financial report and monthly department reports for the Commission to review.

Commissioner Comments:

Mr. Hirst gave congrats on an award to The Cosmosphere. He mentioned potential lodging, and the Yoder Water District #101 meeting at Journey Church on Yoder Road at 6:30 p.m. Thursday, August 11, 2022. He thanked the vendors of the Farmers Market and all the people who support the Markets.

At 11:30 a.m. Mr. Friesen moved to go into executive session until 11:45 a.m., with the county administrator, county counselor, and Harlen Depew joining the governing body in the executive session, and the executive session is justified under KOMA because the subject is a preliminary discussion of potential acquisition of real estate by Reno County, **Mr. Hirst seconded the motion.** The motion was approved by a roll call vote of 3-0.

At 11:45 a.m. Mr. Friesen moved, seconded by Mr. Hirst, to extend the executive session for 5-minutes until 11:50 a.m. The motion was approved by a roll call vote of 3-0.

At 11:50 a.m. Mr. Friesen moved, to go into executive session until 12:05 p.m., with the county administrator, county counselor, and Don Brittain, joining the governing body in the executive session, and the executive session is justified under KOMA because the subject is a preliminary discussion of potential acquisition of real estate by Reno County, **Mr. Hirst seconded the motion.** The motion was approved by a roll call vote of 3-0.

At 12:05 p.m. the meeting returned to open session and adjourned until 9:00 a.m. Tuesday, August 23rd, 2022.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date

August 15, 2022
Reno County Annex
Hutchinson, Kansas

The Board of Reno County Commissioners met in a canvass session with Chairman Daniel Friesen, Commissioner Ron Hirst and Registrar of Deeds Michelle Updegrove substituting for Commissioner Ron Sellers, and Minutes Clerk Cindy Martin. Also present were County Clerk Donna Patton and County Counselor Patrick Hoffman.

At 9:00 a.m. Mr. Friesen opened the meeting into the Board of Canvassers for the purpose of canvassing votes for the August 2nd, 2022, Primary Election. **Mr. Friesen moved, seconded by Mr. Hirst**, to appoint Registrar of Deeds Michelle Updegrove as substitute for Commissioner Ron Sellers who was unavailable. The motion was approved by a roll call vote of 2-0.

The Canvass is conducted per K.S.A. 25-3104 with the County Clerk recommending the date and time for the canvass to be held on either the Monday following the election or within thirteen days of the election and the local newspaper published the scheduled date and time.

Deputy Election/Clerk Jenna Fager explained that three Republican Committee women came and reviewed the tapes that were printed on Election Day. They wrote a letter to the Board with their findings. A precinct tape did not have the same zero-tape attached as the others. Director of Elections Michael Kelava from Election Source, the equipment vendor, wrote a letter explaining, "the status tape printed and displayed zeros for the Total Scanned ballots and Total voters, it signified that no ballots were put through the tabulator. In the case of those zeros, it can be assured that the machine had not received any ballots and all contests and candidates would display as zeros if a zero report had been run at the beginning of election day."

Mrs. Fager explained that 429 Provisional Ballots were reported to the State of Kansas however after researching, five provisional ballots were fed into the ICP mistakenly by the voter. There were 424 Provisional Ballots for the Boards consideration, stating the number of ballots to count or not count was accurate from researching each one. Election Associates Alisha Johnson and Brooke Koehn were present along with the counting board who consisted of April Hoschouer, Gracie Hinsdale, Suzanne Davis, and Michel Raymond.

The following 159 ballots were recommended to not be counted:

- Not registered 92
KSA 25-215,25-2302,25-2421a
The Board motioned and approved 3-0.
- Voter voted wrong party ballot 15
KSA 25-3301(c),25-3304 (b)
The Board motioned and approved 3-0.
- Moved from out of county did not re-register 39
KSA 25-3702, 25-2316 (c)(b)
The Board motioned and approved 3-0.
- Voter failed to provide valid ID 1
KSA 25-2908(e), 25-3002(b)(8)
The Board motioned and approved 3-0.
- Voted twice "forgot question on the back" 2
KSA25-2908(c)(5)
The Board motioned and approved 3-0.
- Registered as a Felon 2
(Mrs. Fager explained process for felon)
The Board motioned and approved 3-0.
- Voter not registered in Reno County 8
KSA 25-215, 25-2302, 25-2421a
The Board motioned and approved 3-0.

The following 226 ballots were recommended to be counted:

- Moved within County-Voted correct precinct 133
per KSA 25-2316c(b)
The Board motioned and approved 3-0.
- Clerical/board worker error 38
KSA 25-2908e
The Board motioned and approved 3-0.
- Changed name per 26
KSA 25-409, 25-2316c(a)
The Board motioned and approved 3-0.
- Voter requested advance voted at polls KSA 25-2908c 23
The Board motioned and approved 3-0.
- Name/address change KSA 25-409,25-2316c(a),25-2316c(b) 12
The Board motioned and approved 3-0.

Mrs. Fager had one ballot turned into a voting location without a signature and the voter came in before canvass to sign so she recommended to count the ballot. **Mr. Friesen moved, seconded by Mr. Hirst, motion approved 3-0.**

The following 39 ballots were recommended to be partially counted:

- Moved within the county voted at wrong precinct
KSA 25-3702,25-3002(b (3)
The Board motioned and approved 3-0.

39

The following 9 ballots were UOCAVA ballots recommend count:

- UOCAVA ballots with affidavit attached 9
Mr. Friesen questioned possible hacking of ballots from military. Mrs. Fager and Mr. Hoffman explained the UOCAVA process.
Mr. Friesen moved, seconded by Mr. Hirst, to approve UOCAVA ballots for active-duty military amending overseas military as recommended by Mrs. Fager. The motion was approved by roll call vote 3-0.

At 9:25 a.m. Mrs. Fager recommended the Board recess until 4:00 p.m. to finalize the ballot tally count. **Mr. Friesen moved, seconded by Mrs. Updegrove,** to recess per recommendation and reconvene at 4:00 p.m. The motion was approved by a roll call vote of 3-0.

At 4:00 p.m. Mr. Friesen turned the meeting over to Mrs. Fager who had the Board of Canvassers sign the abstract that certified results for the Primary Election for 2022. She stated the Official results had no changes for races:

State Treasurer

Steven Johnson	5918
Caryn Tyson	4729

County Commission District 1

Randall Parks	1508
Cris Corey	1506

Township Clerks

Albion	Darren Seyb	8
Huntsville	Jim Combs	9
Sylvia	Todd Smiley	3

Mrs. Fager stated the results would be on the Reno County website.

Mr. Friesen questioned how recounts worked. Mrs. Fager replied that the State of Kansas may have two recounts for State Treasurer's race and the Constitutional Question depending on if they notified counties as of the deadline. She then explained the process of recounts.

Mr. Friesen stated it was a smooth event and thanked the Election staff for a great job. Mr. Hirst echoed that sentiment and said excellent job done. Mrs. Updegrove was very impressed with the data presented.

At 4:10 p.m. Mr. Hirst moved, seconded by Mrs. Updegrove, to adjourn the Board of Canvassers until 9:00 a.m. Tuesday, August 23, 2022, for the regularly scheduled agenda meeting.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date



AGENDA ITEM

AGENDA ITEM #6.C

AGENDA DATE: August 30, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Resolution 2022-_____ authorizing the Director of Accounts & Reports to waive the requirements of K.S.A. 75-1120a.

SUMMARY & BACKGROUND OF TOPIC:

Resolution for "GAAP Waiver" (present and audit financial statements in accordance with "KMAAG" instead of GAAP"

Reno County has historically presented its financial statements (audit report) on the regulatory basis allowed by Kansas Statute. This regulatory basis is referred to as "KMAAG". KMAAG is the Kansas Municipal Accounting and Reporting Guide. The basis of accounting for our annual budget is KMAAG.

The only other basis of financial statement accounting contemplated by Kansas Statute is "GAAP" or "Generally Accepted Accounting Principles". The Kansas budgetary basis is still "KMAAG", though, even for GAAP basis entities.

Kansas Statute requires an annual resolution referred to in KMAAG as the "GAAP Waiver", the impact of which is that for the year in question, the KMAAG method would be followed instead of GAAP.

There are significant differences in GAAP and KMAAG methods of accounting, with GAAP much more complex. KMAAG is a fairly straightforward modified cash basis of accounting, whereas GAAP requires Fixed Asset accounting, accrual of revenues and determination of collectability, among other differences. Should Reno County decline to adopt the GAAP waiver, and thus "convert" to GAAP accounting, it is expected there would be a significant increase in initial and ongoing costs due to:

- Consulting costs with an engineering firm or valuation firm to place a current value on all infrastructure of the county (Roads, Bridges, Buildings, Equipment, etc.), to use for Fixed Asset accounting and depreciation under GAAP
- Probable doubling of audit costs, if not more
- Financial staffing requirements would increase due to the need to have the equivalent of two sets of books and keep them reconciled
- Financial Software costs would increase

As expressed in the GAAP Waiver resolution, GAAP financial reports are not relevant to the

requirements of the cash basis and budget laws of the State and are of no significant value to the governing body or members of the general public of Reno County, Kansas.

County Administrator and staff advise to stay on the KMAAG basis of accounting for financial statements and audits, thus staying aligned with Kansas budgetary requirements.

ALL OPTIONS:

1. Approve the "GAAP Waiver" resolution; i.e. stay on the KMAAG regulatory basis of accounting for the year ended December 31, 2022.
2. Decline to approve the "GAAP Waiver" resolution, thus causing conversion to GAAP from KMAG to be necessary.
3. Kansas Statutes allow no basis of accounting for Kansas Counties other than KMAAG or GAAP, so there is no 3rd option.

RECOMMENDATION / REQUEST:

1. Approve the "GAAP Waiver" resolution; i.e. stay on the KMAAG regulatory basis of accounting for the year ended December 31, 2022.

POLICY / FISCAL IMPACT:

Incremental cost of converting to a GAAP basis from KMAAG is avoided.

RESOLUTION 2022 - _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF ACCOUNTS AND REPORTS TO WAIVE THE REQUIREMENTS OF K.S.A. 75-1120a

WHEREAS, Reno County, Kansas is subject to the provisions of K.S.A. 75-1120a unless waiver of the requirements therein is granted by the Director of Accounts and Reports; and

WHEREAS, the Board of County Commissioners of Reno County, Kansas finds that financial statements and financial reports prepared in conformity with generally accepted accounting principles as promulgated by the National Committee on Governmental Accounting and the American Institute of Certified Public Accountants are not relevant to the requirements of the cash basis and budget laws of the State and are of no significant value to the governing body or members of the general public of Reno County, Kansas.

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

That the County Clerk shall forthwith request that the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a as they pertain to Reno County, Kansas, for the year ending December 31, 2022.

ADOPTED IN REGULAR SESSION this 30th day of August, 2022.

BOARD OF COMMISSIONERS OF
RENO COUNTY, KANSAS

Daniel Friesen, Chairperson

Ron Sellers, Member

Ron Hirst, Member

ATTEST:

Donna Patton, County Clerk



AGENDA ITEM

AGENDA ITEM #6.D

AGENDA DATE: August 30, 2022

PRESENTED BY: Travis Vogt, Fire Administrator

AGENDA TOPIC:

Proposal from Casco Industries for a Bauer Breathing Air Cascade System for Reno County Fire District #9 in the amount of \$45,861.00.

SUMMARY & BACKGROUND OF TOPIC:

Reno County Fire District #9 (Haven) currently does not have a breathing air fill station for their district. This fill station would allow them to refill SCBA (self contained breathing apparatus) bottles at their station. Currently, they have to load up their empty air bottles and travel to a neighboring district to refill their bottles. By purchasing their own fill station, they not only would not have to travel to fill up their own bottles, other districts would be able to utilize District 9's system to fill empty bottles when needed or assisting during mutual aid calls. Currently, the closest cascade fill stations for District 9 are at Pretty Prairie, South Hutchinson, and Hutchinson.

ALL OPTIONS:

Three quotes were received.

Casco Industries, Inc for \$45,861.00

Conrad Fire Equipment, Inc for \$48,682.30

Emergency Fire Equipment for \$53,831.95

Approve the quote from Casco Industries, Inc for \$45,861.

Deny the purchase of a cascade system for District 9.

RECOMMENDATION / REQUEST:

Approve the purchase of a Bauer Breathing Air Cascade System from Casco Industries, Inc. in the amount of \$45,861.00.

This item has been reviewed and approved by Emergency Management Director Adam Weishaar and County Administrator Randy Partington

POLICY / FISCAL IMPACT:

The purchase of a cascade system has been budgeted for and is in Reno County Fire District #9's CIP for 2022. They budgeted \$100,000 for this project. The funds will come from District 9's special equipment fund that currently has over \$479,000 in it. This purchase will not have any negative fiscal impact on their budget.

CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062
www.CONRADFIRE.com
(913) 780-5521
(913) 780-5251 Fax

QUOTATION 145232

CUSTOMER NO.
2283

BILL TO:

RENO COUNTY DISTRICT 9 FD
123 S KANSAS ST
HAVEN, KS 67543

SHIP TO:

RENO COUNTY DISTRICT 9 FD
123 S KANSAS ST
HAVEN, KS 67543

PHONE: 620/465-3800

PAGE 1

FAX:

DATE	SHIP VIA	F.O.B.	TERMS			
08/22/22	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
COMPRESSOR AND ACC.	08/22/22	170 170	145232			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
1		BAA.VAC8H-E1	VERTICUS 8.4CFM 7.5HP SINGLE P	25,503.54	25,503.54	
1		BAA.CFS5.5/2S	CFS5.5-2S FILL STATION	9,516.81	9,516.81	
1		BAA.GT/CO/III	CO MONITOR	4,180.53	4,180.53	
1		BAA.HC6000-4	4 BANK UN CYL. 6000 PSI BOTTL.	6,481.42	6,481.42	
1		CON.FREIGHT	FREIGHT CHARGES	1,500.00	1,500.00	
1		CON.BAUERSTARTUP	COMPRESSOR STARTUP SERVICE	1,500.00	1,500.00	
<p>This quote expires thirty (30) days after the date appearing on this quotation unless CFE receives and accepts Buyer's order within that period. Prior to the referenced expiration date, this quote may be changed by CFE at any time upon CFE providing such written notice to Buyer prior to CFE receiving and accepting Buyer's order within the aforementioned thirty (30) day period.</p> <p>Please note: A 3% credit card service fee will be assessed on all credit card payments in excess of \$3,000. Orders may not be broken into smaller dollar amounts to avoid this service charge. Cash, check, ACH, and wire transfer payments will not be subject to a service charge.</p>						
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
48,682.30	0.00		48,682.30	0.00		48,682.30

"WE APPRECIATE YOUR BUSINESS"

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.



a division of Invena Corporation

Quote Number 38151

Quote Date: 24 Mar 2022

414 N. Osborn
Mayfield, KS 67103
800-544-6038

416 E. 5th St.
Eureka, KS 67045
620-583-8630

Terms: **NET 30 - NET 30**

Bill To: **Reno County Fire District #9**
123 S. Kansas
Haven, KS 67543

Ship To: **Reno County Fire District #9**
c/o Brad Gingerich
311 N. Reno
Haven, KS 67543

F.O.B.: **EXWORKS**

Ship Via: **PPAY & ADD-**
Phone:

Fax:

Line #	Item	Description	Qty Ordered, UOM	Price, UOM	Extended Price
1	200077992	COMPRESSOR,BREATHING AIR VERTICUS 8.4CFM 6000PSI SINGLE PHASE BAUER VERTICUS VAC8H-E1 8.4CFM 7.5HP 240VAC SINGLE PHASE	1.00 EA	28,819.00 EA	28,819.0000
2	200077984	MONITOR,CO UPGRADE TO VERTICUS OR VERTECON COMPRESSOR BAUER GT/CO/III	1.00 EA	4,724.00 EA	4,724.0000
3	200069397	STATION,FILL 2 CYLINDER 5500 PSI MAWP W/2 POS DUAL-FILL BAUER CFS5.5-2S	1.00 EA	10,754.00 EA	10,754.0000
4	200077919	SYSTEM,STORAGE FOUR CYLINDER UN 6000 PSI W/ UNISTRUT WALL MOUNT BULK BAUER HC6000-4 Unistrut /Bulk	1.00 EA	7,324.00 EA	7,324.0000
5	200077035	HOSE,BREATHING AIR CASCADE TO FILL STATION 10 FT BAUER HIGH PRESSURE HOSE	1.00 EA	150.95 EA	150.9500
6	TECHNICIAN	BAUER TECHNICIAN,HOURLY RATE	8.00 EA	95.00 EA	760.0000

Note: Quote is valid for 60 days. Manufacturer warranty applies.

Sub-Total:	52,531.9500
Misc. Charges:	0.0000
Freight:	1,300.0000
Tax:	0.0000
Total:	53,831.9500

Order Comments:



AGENDA ITEM

AGENDA ITEM #6.E

AGENDA DATE: August 30, 2022

PRESENTED BY: Thomas R. Stanton & Mike Matthews

AGENDA TOPIC:

Proposal from Karpel Solutions for new prosecutor software "Prosecutor by Karpel" at a total cost of \$106,000.

SUMMARY & BACKGROUND OF TOPIC:

Currently we use Full Case for our prosecutor program. Full Case is fully integrated with the current Court system Full Court. Full Court will be going away in September as they will be switching to Odyssey. Eventually, Full Case will no longer be serviced or upgraded and we need to switch to a system that will be able to integrate with Odyssey.

ALL OPTIONS:

We have looked at Prosecutor by Karpel and at the Tyler Prosecutor program and feel Prosecutor by Karpel is the best option for our needs. 40 other counties in Kansas have also chosen to go to Prosecutor by Karpel.

RECOMMENDATION / REQUEST:

Approve proposal and authorize County Administrator Randy Partington to sign the contract.

This item has been reviewed and approved by IT Director Mike Mathews and County Administrator Randy Partington

POLICY / FISCAL IMPACT:

It has been budgeted for the purchase of this program through IT and through the DA budget as follows:

IT - \$85,000

DA - \$21,000



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**RENO COUNTY DISTRICT ATTORNEY'S OFFICE
RENO COUNTY, KANSAS**

CONTRACT FOR



PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Reno County, a political subdivision of the State of Kansas (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as “PbK”).

1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software, which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
7. “Personally Identifiable Information” (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

8. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PbK.
9. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
12. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service.

2. SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

<u>Due Date</u>	<u>Tasks and deliverables</u>	<u>No Less Than Days out</u>
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager.	
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK installation prerequisites.	100
	Online pre-implementation meeting with project manager and system administrators. PbK Overview. Project Team is selected including Karpel Staff and Customer System Administrators. (One customer System Administrator must be able to set policy). This meeting will begin with application overview, enhancement definitions and interface definitions. PbK pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	90
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments and finalize pre-implementation meeting timeline agreement.	80
	Agency Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Applicable interfaces are reviewed and analyzed to define testing procedures.	60

	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	45
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
	Online document template conversion review - customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.	40
	The agency project manager will provide Karpel with any additional Legacy Documents and a fully complete PbK Pre-Load.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Administrator must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
	Remote Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The Agency's pre-production site will be used for this training including completed document templates and workflow configuration. Agency will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable.	30
	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go-live" date.	21
	Complete installation and testing of all workstations by Karpel or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7
October 16, 2023	User training continues with remaining office staff (group training). Customer begins using PbK in a live state.	<u>Go Live</u>

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

4. GENERAL CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. PbK application access using Karpel Solutions laptops and client's network for training and application testing.
 - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the PbK application. Failure of Client to provide access to enable support tool will render the Karpel Solutions support agreement null and void.
3. Access to client data and document templates (if applicable) that will be provided by client if such data is to be converted and populated by Karpel Solutions into PbK.
 - a. Legacy data to be provided to Karpel Solutions within 10 days of project start date.
 - b. Document templates to be provided to Karpel Solutions within 20 days of project start date.
4. An authorized contact person with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Interface definition meetings
 - iv. Document review signoff
 - v. Data conversion signoff
5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
 - a. Verification and review of ten (10) cases per year of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.

6. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.

8. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

5. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	16	\$2,250	\$36,000
Total Software			\$36,000
Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$2,500	\$2,500
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	16	\$50	\$800
Total Installation Services			\$4,300

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	8	\$150	\$1,200
Data Conversion: FullCase	1	\$10,000	\$10,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$14,300

Onsite Training Services	Qty.	Price	Total
Onsite Training (days)	5	\$2,400	2 resources \$12,000
Total Onsite Training Services			\$12,000

Customization Services	Qty.	Price	Total
Interface: eFlex	1	\$10,000	\$10,000
Interface: Odyssey	1	\$10,000	\$10,000
Total Customization Services			\$20,000

Estimated Travel Expenses **\$4,600**

Total One-Time Costs **\$91,200**

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	16	\$450	\$7,200
Interfaces	2	\$2,000	\$4,000
Unlimited eDiscovery	1	\$2,000	\$2,000
Hosted Services (per user/year)	16	\$100	\$1,600
Total Annual Support Services			\$14,800

Total First Year Cost **\$106,000**

Optional Items	Price
External Agency Portal (Limited Case Data View, Digital File Attachment, eSubpoena, eReferral)	\$10,000
<i>External Agency Portal Annual Support</i>	\$2,000
Interface: Law Enforcement RMS	TBD
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

1. Interfaces must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel and Client review before approval of both design and potential additional development and maintenance costs.

PLEASE NOTE: THERE MAY BE AN ADDITIONAL COST FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THIS CONTRACT.

2. Interfaces not currently in production will be considered as “Phase 2” and implemented post-go live.
3. The above costs do not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client’s sole responsibility.
4. If a scheduled go-live date is changed by Client within 60 days of the set date a 10% (of first year cost) penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current client start dates.
5. Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.
6. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$1,000 per 1TB, per year with no additional notice provided to the Client.
7. Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.
8. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To activate this service the *MOU at Appendix A* must be signed separately from the main contract.

9. Travel expenses include airfare, lodging, ground transportation and M&IE.
10. As with any project, all prices are subject to change as new information arises or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.
11. In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.
12. Karpel will delete all legacy data received for conversion 60 days after go-live.

5.1 Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost, including first year annual fees due upon completion of implementation and training.

TERM. The term of Annual Fees in the Agreement shall be for (1) year and will begin upon Client's go live month. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract. If the option for renewal is exercised, Karpel has the right to increase current pricing.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

6.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:*

**If the remote support tool is not installed or available, all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of

the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.

CLIENT OWNERSHIP: Client retains all rights, title, and interest in and to the Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

8. LICENSE TERMS AND USE

The software, PbK, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week together). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.

4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.
6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Reno County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Reno County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
2. INTERNET: Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or

Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. **SYSTEM REQUIREMENTS:** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services, or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. **WARRANTY LIMITATION:** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. **DISCLAIMER:** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
6. **EXCLUSIVE REMEDIES:** If the Website, or Services provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

10. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES

AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

11. INDEMNIFICATION

CLIENT'S INDEMNIFICATION: Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

KARPEL SOLUTIONS' INDEMNIFICATION: Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

NOTIFICATION: The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action

or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

12. TERMINATION

TERMINATION: Client may terminate this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

13. GENERAL PROVISIONS

NOTICES: Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Matt Ziemianski, CEO
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Missouri, and Client expressly waives any and all objections regarding jurisdiction and forum non conveniens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date contract signed by all parties. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.

Reno County, Kansas

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Mailing Contact:

Mailing Address:

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No Yes ***If yes, please attach copy of tax exempt certificate***

Agency Project Manager Contact:

Phone Number: _____

Email Address: _____

Project IT Contact:

Phone Number: _____

Email Address: _____

Initials _____

14. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
4. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
5. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
6. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.

7. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
8. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. **MATERIALS.** Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
10. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.
10. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
11. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or

information contained therein, including without limitation access caused by failure to protect the login and password information of users.

12. SYSTEM REQUIREMENTS. Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
13. THIRD PARTY SOFTWARE. Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
14. LIMITED ENGAGEMENT. Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. CONFIDENTIALITY. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.
3. DISCLOSURE REQUIRED BY LAW. In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.

4. SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. ELECTRONIC DOCUMENTS. To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.

Appendix A

MEMORANDUM OF UNDERSTANDING (MOU) **BETWEEN RENO COUNTY AND KARPEL SOLUTIONS** **FOR PARTICIPATION IN STATEWIDE DATA SHARING**

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide

Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
3. Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
4. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.
2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.
3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the

party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.

4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.
2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Reno County, Kansas

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

<input type="checkbox"/> Entity	Bogus, Charles Robert Jr.	Name	09-18-1968	DOB	50	Age	Place of Birth	919-99-9999	SSN			
<input type="checkbox"/> Int.	999 Losing His Way	Address 1	White	Race	Male	Sex	6'02	Height	195	Weight	81818	Local ID
Brady List		Address 2	Black	Hair	Brown	Eye	(555)555-5555	Phone	53245243	State ID		
Unavailable	Saint Louis	City	MO	State	63101	Zip	State-License#	CA 19191818238	Lic#/Class/Exp	665544333	Federal ID	
Police	Walmart	Employer	WRD-Ward of the Court 07-15-2015			Defendant Status						

Deceased

Statewide
CLEAR

[Person Type](#)
[User Fields](#)
[Authorized](#)
[Marks/Tattoos](#)

[Contact Info](#)
[Alias](#)
[Relations](#)
[Gangs](#)

[Address Hist](#)
[Notes](#)
[Schools](#)
[Criminal Hist](#)

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Civil		
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F	PROBATION	INVEST
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F	OPEN	JURYTR
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F	CLOSED	FILED
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F	CLOSED	DISP

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White ...	Male	1968
Beknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Jurisdiction	Offense	Report#	File #	Court#	Charge	Status	Stage
Rockingham	09-13-2016 NH-FISH PD-55432	015-066192	CR-12345		Prohbtd Device; Fish & Game	CLOSED	Disposed

Case Information - Bogus, Charles James

File #

Report # Status Stage

L.E. Agency Jurisdiction

Assigned: Defense Attorney:

[Charges](#) [Co-Defend](#) [Court Dates](#)

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohbtd Device; Fish & Game	V		Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

[Exit](#)



RENO COUNTY
Administration
206 West First Ave.
Hutchinson, KS 67501-5245
620-694-2929
Fax: 620-694-2928

AGENDA ITEM #7

To: County Commission
From: Randy Partington
Date: August 30, 2022
RE: **2023 County Budget**

Reno County commissioners began reviewing the budget on June 28, 2023. The commission had requested for the meeting in June to have two budgets presented, one with a flat mill levy from the previous year, and one with a mill levy that would meet the Revenue Neutral Rate (RNR). The 2023 budget was discussed at meetings on July 19th and July 26th.

On August 9th, the commissioners made additional cuts to be prepared for today's budget hearings. Changes agreed to on August 9, 2023, are indicated below and total \$1,084,700.

- Reduce the Capital Improvement Program fund budget by \$300,000 (Courthouse Façade/Anchoring project - \$200,000 remains for project)
- Reduce the Sheriff's vehicle replacement by \$35,750 (1 less vehicle on annual rotation)
- Remove the Appraiser's vehicle replacement (\$26,000)
- Remove the Youth Shelter's vehicle replacement (\$36,000)
- Reduced the Hutchinson Chamber of Commerce/Economic Development request by \$14,000
- Reduced the Extension Council's request by \$10,000
- Reduced the Reno County Historical Museum's request by \$12,950
- Reduced the amount budgeted for Reno County's emergency communication line-item by \$50,000 (does not change 50/50 cost share with city)
- Reduced the Courthouse Improvements line-item by \$100,000
- Increased the expected Sales Tax revenue line-item by \$200,000
- Reduced the Employee Benefits cash-forward line-item by \$300,000

Following the changes made at the August 9, 2022, commission meeting, the attached budget certificate indicates Reno County's 2022 Ad Valorem tax will be \$25,549,032 and the estimated mill levy will be 37.810. Below is a history of the past tax levies related to inflation. Reno County commissioners and staff have operated below the inflation rate for the past couple of years and is prepared to do the same in 2023.

RENO COUNTY TAX LEVIES (2013-2023 EST)

Year	Taxes Levied	% Change	Inflation Rate	Difference btw Increase and Inflation
2013	\$19,747,472	3.61%	1.50%	2.11%
2014	\$20,643,534	4.54%	0.80%	3.74%
2015	\$21,786,815	5.54%	0.70%	4.84%
2016	\$23,059,431	5.84%	2.10%	3.74%
2017	\$23,654,753	2.58%	2.10%	0.48%
2018	\$24,141,271	2.06%	1.90%	0.16%
2019	\$24,716,096	2.38%	2.30%	0.08%
2020	\$25,080,339	1.47%	1.40%	0.07%
2021	\$25,601,671	2.08%	7.00%	-4.92%
2022	\$25,309,526	-1.14%	9.10%	-10.24%
2023*	\$25,549,032	0.95%	3.00%	-2.05%
2023**	\$25,290,374	-0.08%	3.00%	-3.08%
	Average	3.12%	2.90%	0.22%

*Current budget up for discussion, following cuts agreed on by the BOCC

**Revenue Neutral Rate (RNR) budget version presented



AGENDA ITEM

AGENDA ITEM #7.A

AGENDA DATE: August 30, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

County Revenue Neutral Rate Hearing for the purpose of answering objections of taxpayers relating to the Revenue Neutral Rate.

- a. Open the Hearing
- b. Discussion
- c. Close the Hearing

RECOMMENDATION / REQUEST:

Hold the Revenue Neutral Rate Hearing

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING **As Published**

The governing body of Reno County

will meet on August 30, 2022 during their regularly scheduled meeting which begins at 9:00 AM in the Reno County Annex Conference Room at 125 W. 1st Ave., Hutchinson, for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax and Revenue Neutral Rate.

Detailed budget information is available at the Reno County Clerk's Office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget Year for 2023		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	20,336,600	16.417	21,855,841	15.027	28,190,457	12,546,753	18.568
Bond & Interest	375,441	0.469	1,695,463	1.624	1,899,701	850,868	1.259
Road & Bridge	6,509,951	7.455	6,752,359	6.164	7,175,225	4,900,823	7.253
Special Road Fund	3,521	1.013	755,000	0.140	791,465		
Special Bridge	1,541,950	1.365	2,750,000	1.791	2,750,000	163,030	0.241
Elderly	1,898,368	0.381	2,408,263	0.418	2,563,058	180,464	0.267
Public Health	3,041,042	1.759	3,243,843	1.362	3,875,395	590,608	0.874
Noxious Weed	115,114	0.100	139,752	0.173	151,021	117,774	0.174
Employee Benefits	7,977,690	9.691	9,146,436	9.804	11,009,321	5,171,661	7.654
TECH Center	510,000	0.757	510,000	0.712	510,000	457,920	0.678
Mental Health	452,025	0.675	452,025	0.633	452,025	407,129	0.603
Museum	185,000	0.274	185,000	0.260	197,950	179,542	0.266
Capital Improvement Prgm	636,569	0.920	796,000	0.847	857,000	513,838	0.760
Special Equipment Fund	872,587	0.323	432,580	0.543	965,759	593,452	0.878
Solid Waste	4,439,803		6,858,920		10,245,008		
Youth Services	1,710,478		2,008,223		2,482,214		
Solid Waste Postclosure	622,860		355,000		6,462,913		
Special Parks & Recreation	10,269		13,165		27,256		
Special Alcohol & Drug	10,000		10,000		49,236		
Noxious Weed Capital Outlay					99,776		
Health Capital Outlay	5,000				433,480		
Internal Services Fund	522,914		678,000		590,846		
Non-Budgeted Funds-A	2,798,730						
Non-Budgeted Funds-B	2,798,730						
Non-Budgeted Funds-C	1,273,481						
Non-Budgeted Funds-D	6,144,095						
Totals	64,792,218	41.599	61,045,870	39.498	81,779,106	26,673,863	39.475
Revenue Neutral Rate **							37.468

Less: Transfers	10,554,352		8,014,054		6,798,290		
Net Expenditure	54,237,866		53,031,816		74,980,816		
Total Tax Levied	25,601,671		25,309,526		xxxxxxxxxxxxxxxxx		
Assessed Valuation	615,466,687		640,606,568		675,720,222		

Outstanding Indebtedness,

	2020	2021	2022
January 1,			
G.O. Bonds	5,260,000	4,875,000	16,315,000
Revenue Bonds	0	0	0
Other	6,417,225	6,279,225	0
Lease Pur. Princ.	998,709	566,286	127,856
Total	12,675,934	11,720,511	16,442,856

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING **TO BE ADOPTED**

The governing body of Reno County

will meet on August 30, 2022 during their regularly scheduled meeting which begins at 9:00 AM in the Reno County Annex Conference Room at 125 W. 1st Ave., Hutchinson, for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax and Revenue Neutral Rate.

Detailed budget information is available at the Reno County Clerk's Office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget.

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General	20,336,600	16.417	21,855,841	15.027	28,016,457	12,158,915	17.994
Bond & Interest	375,441	0.469	1,695,463	1.624	1,899,701	850,868	1.259
Road & Bridge	6,509,951	7.455	6,752,359	6.164	7,175,225	4,900,823	7.253
Special Road Fund	3,521	1.013	755,000	0.140	791,465		
Special Bridge	1,541,950	1.365	2,750,000	1.791	2,750,000	163,030	0.241
Elderly	1,898,368	0.381	2,408,263	0.418	2,563,058	180,464	0.267
Public Health	3,041,042	1.759	3,243,843	1.362	3,875,395	590,608	0.874
Noxious Weed	115,114	0.100	139,752	0.173	151,021	117,774	0.174
Employee Benefits	7,977,690	9.691	9,146,436	9.804	10,709,321	4,860,562	7.193
TECH Center	510,000	0.757	510,000	0.712	510,000	457,920	0.678
Mental Health	452,025	0.675	452,025	0.633	452,025	407,129	0.603
Museum	185,000	0.274	185,000	0.260	185,000	166,113	0.246
Capital Improvement Prgm	636,569	0.920	796,000	0.847	557,000	202,739	0.300
Special Equipment Fund	872,587	0.323	432,580	0.543	868,009	492,086	0.728
Solid Waste	4,439,803		6,858,920		10,245,008		
Youth Services	1,710,478		2,008,223		2,482,214		
Solid Waste Postclosure	622,860		355,000		6,462,913		
Special Parks & Recreation	10,269		13,165		27,256		
Special Alcohol & Drug	10,000		10,000		49,236		
Noxious Weed Capital Outlay					99,776		
Health Capital Outlay	5,000				433,480		
Internal Services Fund	522,914		678,000		590,846		
Non-Budgeted Funds-A	2,798,730						
Non-Budgeted Funds-B	6,751,160						
Non-Budgeted Funds-C	3,898,665						
Non-Budgeted Funds-D	5,691,225						
Totals	70,916,962	41.599	61,045,870	39.498	80,894,406	25,549,032	37.810
Revenue Neutral Rate **							37.468

Less: Transfers	10,654,352		8,014,054		6,798,290		
Net Expenditure	60,262,610		53,031,816		74,096,116		
Total Tax Levied	25,601,671		25,309,526		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	615,466,687		640,606,568		675,720,222		

Outstanding Indebtedness,

	2020	2021	2022
January 1,			
G.O. Bonds	5,260,000	4,875,000	16,315,000
Revenue Bonds	0	0	0
Other	6,417,225	6,279,225	0
Lease Pur. Princ.	998,709	566,286	127,856
Total	12,675,934	11,720,511	16,442,856

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988



AGENDA ITEM

AGENDA ITEM #7.B

AGENDA DATE: August 30, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Budget Hearing for the purpose of hearing and answering objections relating to the proposed use of all funds and the amount of ad valorem tax for the County 2023 Budget.

1. Open the Hearing
2. Discussion
3. Close the Hearing

RECOMMENDATION / REQUEST:

Hold the 2023 County Budget Hearing

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING **As Published**

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General	20,336,600	16.417	21,855,841	15.027	28,190,457	12,546,753	18.568
Bond & Interest	375,441	0.469	1,695,463	1.624	1,899,701	850,868	1.259
Road & Bridge	6,509,951	7.455	6,752,359	6.164	7,175,225	4,900,823	7.253
Special Road Fund	3,521	1.013	755,000	0.140	791,465		
Special Bridge	1,541,950	1.365	2,750,000	1.791	2,750,000	163,030	0.241
Elderly	1,898,368	0.381	2,408,263	0.418	2,563,058	180,464	0.267
Public Health	3,041,042	1.759	3,243,843	1.362	3,875,395	590,608	0.874
Noxious Weed	115,114	0.100	139,752	0.173	151,021	117,774	0.174
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Special Alcohol & Drug	10,000		10,000		49,236		
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Health Capital Outlay	5,000				433,480		
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**Revenue Neutral Rate as defined by KSA 79-2988

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Internal Services Fund	522,914		678,000		590,846		
Non-Budgeted Funds-A	2,798,730						
Non-Budgeted Funds-B	6,751,160						
Non-Budgeted Funds-C	3,898,665						
Non-Budgeted Funds-D	5,691,225						
Totals	70,916,962	41.599	61,045,870	39.498	80,894,406	25,549,032	37.810
Revenue Neutral Rate **							37.468

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Net Expenditure	60,262,610		53,031,816		74,096,116		
Total Tax Levied	25,601,671		25,309,526		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	615,466,687		640,606,568		675,720,222		

Outstanding Indebtedness,

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January 1,			
G.O. Bonds	5,260,000	4,875,000	16,315,000
Revenue Bonds	0	0	0
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Total	12,675,934	11,720,511	16,442,856

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

**AGENDA
ITEM #7.C**

RENO COUNTY RESOLUTION NO. 2022-_____

A RESOLUTION OF THE COUNTY OF RENO, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE.

WHEREAS, the Revenue Neutral Rate for the County of Kansas was calculated as 37.468 mills by the Reno County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the County of Kansas will require the levy of a property tax exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on August 30, 2022 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the County of Reno, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF RENO:

The County of Reno shall levy a property tax rate exceeding the Revenue Neutral Rate of 37.468 mills.

BE IT FURTHER RESOLVED THAT this resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Reno County Board of County Commissioners.

ADOPTED this 30th day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Daniel Friesen, Chairman

Ron Sellers, Member

Ron Hirst, Member

ATTEST:

Reno County Clerk

Roll Call Vote

A Roll Call Vote of the Board of County Commissioners of Reno County, Kansas to Levy a Property Tax Exceeding the Revenue Neutral Rate.

Hearing to Exceed the Revenue Neutral Rate held on August 30, 2022

Resolution No. 2022-_____

Governing Body Member	Yes	No	No Vote
Daniel Friesen			
Ron Sellers			
Ron Hirst			
TOTAL			

Certified:



AGENDA ITEM

AGENDA ITEM #7.D

AGENDA DATE: August 30, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:
Reno County 2023 Budget Discussion and Adoption

ALL OPTIONS:

1. Approve the budget with a 2022 Ad Valorem tax of \$25,549,032
2. Approve the budget with an ad valorem rate above the amount stated in #1
3. Make further cuts to the budget in an attempt to match the RNR and reschedule the budget adoption to a meeting in September.

RECOMMENDATION / REQUEST:

Adopt the County 2023 Budget with a 2022 Ad Valorem Tax totaling \$25,549,032 (estimated mill levy 37.810) and maximum expenditures of \$80,894,406.

POLICY / FISCAL IMPACT:

Adoption of the 2023 budget is arguably the most important decision made by the county commission. The adoption of the budget will set the framework for all departments to operate next year.

CERTIFICATE

To the Clerk of Reno County, State of Kansas

We, the undersigned officers of **Reno County** certify that: (1) the hearing mentioned in the attached publication was held; and (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure for the various funds for the year 2023; and (3) the Amount(s) of 2022 Ad Valorem Tax are within statutory limitations.

		2023 Adopted Budget			
		Page No.	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Table of Contents:					
Allocation of Vehicle Taxes		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Fund	K.S.A.				
General	79-1946	7	28,016,457	12,158,915	
Bond & Interest	10-113	8	1,899,701	850,868	
Road & Bridge	68-5,101	9	7,175,225	4,900,823	
Special Road Fund	68-559a	10	791,465		
Special Bridge	68-1135	11	2,750,000	163,030	
Elderly	12-1680	12	2,563,058	180,464	
Public Health	65-204	13	3,875,395	590,608	
Noxious Weed	2-1318	14	151,021	117,774	
Employee Benefits	12-16, 102	15	10,709,321	4,860,562	
TECH Center	19-4004	16	510,000	457,920	
Mental Health	19-4004	17	452,025	407,129	
Museum	19-2651	18	185,000	166,113	
Capital Improvement Prgm	19-120	19	557,000	202,739	
Special Equipment Fund	19-119	20	868,009	492,086	
Solid Waste		21	10,245,008		
Youth Services		22	2,482,214		
Solid Waste Postclosure		23	6,462,913		
Special Parks & Recreation		23	27,256		
Special Alcohol & Drug		24	49,236		
Noxious Weed Capital Outlay		24	99,776		
Health Capital Outlay		25	433,480		
Internal Services Fund		25	590,846		
Non-Budgeted Funds-A		26			
Non-Budgeted Funds-B		27			
Non-Budgeted Funds-C		28			
Non-Budgeted Funds-D		29			
Totals		xxxxxx	80,894,406	25,549,032	
Combined Rate and Budget Hearing		1b	Revenue Neutral Rate 37.468		County Clerk's Use Only
Neighborhood Revitalization		6			Nov 1, 2022 Total Assessed Valuation

Attest: _____ 2022

County Clerk

Governing Body



AGENDA ITEM

AGENDA ITEM #8

AGENDA DATE August 30, 2022

PRESENTED BY Randy Partington, County Administrator

AGENDA TOPIC 2023 Special Districts Budget Recommendation

SUMMARY & BACKGROUND OF TOPIC

The 2023 budgets for special districts cover the county's fire, water, and sewer districts. Each of these districts have their own funding jurisdiction that is overseen by the county commission. Of the 21 district funds, 16 are scheduled to levy property taxes in 2023. Based on increased costs in the districts, 13 of the 16 districts have recommended budgets that exceed the Revenue Neutral Rate. Below is a list of the districts (not including their bond & interest funds), with a broad description of the area they serve.

- Fire District No. 2 (Hutchinson Fire, surrounds the city)
- Fire District No. 3 (Nickerson and Highlands area)
- Fire District No. 4 (Partridge, Arlington, Plevna, Pretty Prairie, Langdon area)
- Fire District No. 6 (Sylvia area)
- Fire District No. 7 (Turon area)
- Fire District No. 8 (Yoder, Pleasantview, Habit area)
- Fire District No. 9 (Haven, east side of Cheney Reservoir area)
- Fire District Joint No. 1 (Reno/Kingman) (Pretty Prairie and west side of Cheney Reservoir area)
- Fire District Joint No. 2 (Reno/Harvey) (Buhler area)
- Sewer District No. 1 (Cedarview)
- Sewer District No. 3 & 10 (Blue Spruce)
- Sewer District No. 201 (Yoder)
- Sewer District No. 202 (HABIT)
- Sewer District No. 8 (Highlands)
- Water District No. 8 (Highlands)
- Water District No. 101 (Yoder)

The districts that are not exceeding the Revenue Neutral Rates include, Fire District No. 9 Bond & Interest, Sewer Districts 3 & 10, and Sewer District No. 8 Bond & Interest. Districts and/or funds listed above that do not levy a property tax and are solely funded by user fees include the following.

- Sewer Districts No 3 & 10 Bond & Interest Fund
- Sewer District No 8
- Water District No 8
- Water District 101

Last year the cost for each fire district to cover the new fire administrator position was \$10,000. This year's budget for each district to cover the position is \$12,500.

ALL OPTIONS

The following alternatives are available for the county commission today.

1. Following the public hearings, adopt the recommended budgets for the special districts as presented.

Suggested Motion: I move to approve the Reno County's Special Districts budget with a total tax levy of 153.906, \$5,386,809 in total expenditures, and \$3,700,136 in levied taxes for 2023.

2. Reduce the budget for various districts, recalculate the mill levies and adopt a 2022 budget based on the changes.

RECOMMENDATION/REQUEST

It is recommended to adopt the presented budget as specified in option #1 and explained in the attached budget documents.

POLICY / FISCAL IMPACT

The overall impact per district varies. The districts that will see the largest increase in mill levy is Fire District No. 6 and Sewer District 201.



AGENDA ITEM

AGENDA ITEM #8.A

AGENDA DATE: August 30, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Special Districts Revenue Neutral Rate Hearing for the purpose of answering objections of taxpayers relating to the Revenue Neutral Rate.

1. Open the Hearing
2. Discussion
3. Close the Hearing

RECOMMENDATION / REQUEST:

Hold the Revenue Neutral Rate Hearing

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING
The Reno County Board of Commissioners, acting as the governing body of
Reno County Fire Districts, Reno County Sewer Districts, and Reno County Water Districts

**As Published and
to be ADOPTED**

will meet on August 30, 2022 during the regularly scheduled meeting which begins at 9:00 AM in the Reno County Annex Conference Room, 125 W. 1st Ave., Hutchinson, for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax Revenue Neutral Rates. Detailed budget information is available at the Reno County Clerk's office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget. Proposed Tax Rate is subject to change dependent on the final assessed valuation.

	Prior Year Actual 2021		Current Yr Estimate 2022		Proposed Budget Year 2023				
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	July 1, 2022 Estimated Valuation	Proposed Estimated Tax Rate*	Revenue Neutral Rate**
Special District Funds									
Fire District No. 2 General	2,061,270	20.680	2,438,181	21.634	2,656,713	2,268,031	98,980,831	22.914	21.008
Fire Dist. No. 3 General	169,876	5.060	201,172	5.603	219,710	177,840	31,733,673	5.604	5.328
Fire Dist. No. 4 General	189,371	4.989	217,975	5.495	255,275	223,922	35,708,557	6.271	5.338
Fire Dist. No. 6 General	65,708	7.224	83,925	9.860	110,325	103,600	7,560,075	13.704	9.376
Fire Dist. No. 7 General	65,065	5.171	102,260	7.403	121,870	100,509	12,061,310	8.333	7.465
Fire Dist. No. 8 General	137,015	5.054	166,875	5.703	177,910	142,984	26,264,868	5.444	5.413
Fire Dist. No. 8 Bond & Int	20,600	0.790	6,118	0.000	0	0			
Fire Dist. No. 9 General	171,221	5.004	185,130	4.575	203,130	178,297	35,408,885	5.035	4.484
Fire Dist. No. 9 Bond & Int	66,200	1.995	63,900	1.664	66,400	55,672	35,408,885	1.572	1.631
Fire Dist. Jt. No. 1 Rn-Km General	122,852	5.146	161,750	6.329	169,620	142,171	23,666,099	6.007	6.004
Fire Dist. Jt. No. 2 Rn-Hv General	129,342	4.719	171,025	5.344	202,350	160,215	27,883,724	5.746	5.186
Fire Dist Jt No 2 Rn-Hv Bond Int	22,637	0.541	21,808	0.634	27,740	26,077	27,883,724	0.935	0.615
Sewer District No. 1	4,052	25.579	7,154	12.043	6,145	2,504	239,147	10.471	10.031
Sewer District No. 3 & 10	13,146	5.655	60,934	16.234	82,025	26,444	3,075,805	8.597	15.076
Sewer District No. 3 & 10 Bond & Int	38,375	0.000	37,625	0.000	96,971	0			
Sewer District No. 201	24,185	17.263	25,462	17.938	34,911	23,510	1,035,691	22.700	16.308
Sewer District No. 202	26,444	19.478	32,888	21.927	48,872	25,997	1,177,855	22.071	21.324
Sewer District No. 8	84,123	0.000	155,743	6.733	148,877	0	4,982,602		6.262
Sewer District No. 8 Bond & Int	100,750	12.275	99,250	12.055	187,750	42,363	4,982,602	8.502	11.213
Water District No. 8	42,194	0.000	68,618	0.000	510,719	0			
Water District No. 101	27,210	0.000	49,029	0.000	49,496	0			
Non-Budgeted Funds - A	283,787								
Non-Budgeted Funds - B	0								

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Donna Patton
Clerk



AGENDA ITEM

AGENDA ITEM #8.B

AGENDA DATE: August 30, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Budget Hearing for the purpose of hearing and answering objections relating to the proposed use of all funds and the amount of ad valorem tax for the Special Districts 2023 Budget.

1. Open the Hearing
2. Discussion
3. Close the Hearing

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING
The Reno County Board of Commissioners, acting as the governing body of
Reno County Fire Districts, Reno County Sewer Districts, and Reno County Water Districts

**As Published and
to be ADOPTED**

will meet on August 30, 2022 during the regularly scheduled meeting which begins at 9:00 AM in the Reno County Annex Conference Room, 125 W. 1st Ave., Hutchinson, for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax Revenue Neutral Rates. Detailed budget information is available at the Reno County Clerk's office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget. Proposed Tax Rate is subject to change dependent on the final assessed valuation.

	Prior Year Actual 2021		Current Yr Estimate 2022		Proposed Budget Year 2023				
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	July 1, 2022 Estimated Valuation	Proposed Estimated Tax Rate*	Revenue Neutral Rate**
Special District Funds									
Fire District No. 2 General	2,061,270	20.680	2,438,181	21.634	2,656,713	2,268,031	98,980,831	22.914	21.008
Fire Dist. No. 3 General	169,876	5.060	201,172	5.603	219,710	177,840	31,733,673	5.604	5.328
Fire Dist. No. 4 General	189,371	4.989	217,975	5.495	255,275	223,922	35,708,557	6.271	5.338
Fire Dist. No. 6 General	65,708	7.224	83,925	9.860	110,325	103,600	7,560,075	13.704	9.376
Fire Dist. No. 7 General	65,065	5.171	102,260	7.403	121,870	100,509	12,061,310	8.333	7.465
Fire Dist. No. 8 General	137,015	5.054	166,875	5.703	177,910	142,984	26,264,868	5.444	5.413
Fire Dist. No. 8 Bond & Int	20,600	0.790	6,118	0.000	0	0			
Fire Dist. No. 9 General	171,221	5.004	185,130	4.575	203,130	178,297	35,408,885	5.035	4.484
Fire Dist. No. 9 Bond & Int	66,200	1.995	63,900	1.664	66,400	55,672	35,408,885	1.572	1.631
Fire Dist. Jt. No. 1 Rn-Km General	122,852	5.146	161,750	6.329	169,620	142,171	23,666,099	6.007	6.004
Fire Dist. Jt. No. 2 Rn-Hv General	129,342	4.719	171,025	5.344	202,350	160,215	27,883,724	5.746	5.186
Fire Dist Jt No 2 Rn-Hv Bond Int	22,637	0.541	21,808	0.634	27,740	26,077	27,883,724	0.935	0.615
Sewer District No. 1	4,052	25.579	7,154	12.043	6,145	2,504	239,147	10.471	10.031
Sewer District No. 3 & 10	13,146	5.655	60,934	16.234	82,025	26,444	3,075,805	8.597	15.076
Sewer District No. 3 & 10 Bond & Int	38,375	0.000	37,625	0.000	96,971	0			
Sewer District No. 201	24,185	17.263	25,462	17.938	34,911	23,510	1,035,691	22.700	16.308
Sewer District No. 202	26,444	19.478	32,888	21.927	48,872	25,997	1,177,855	22.071	21.324
Sewer District No. 8	84,123	0.000	155,743	6.733	148,877	0	4,982,602		6.262
Sewer District No. 8 Bond & Int	100,750	12.275	99,250	12.055	187,750	42,363	4,982,602	8.502	11.213
Water District No. 8	42,194	0.000	68,618	0.000	510,719	0			
Water District No. 101	27,210	0.000	49,029	0.000	49,496	0			
Non-Budgeted Funds - A	283,787								
Non-Budgeted Funds - B	0								

*Tax rates are expressed in mills

**Revenue Neutral Rate as defined by KSA 79-2988

Donna Patton
Clerk

RENO COUNTY RESOLUTION NO. 2022-_____

A RESOLUTION OF RENO COUNTY, KANSAS TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE FOR ALL RENO COUNTY FIRE DISTRICTS AND FOR SEWER DISTRICTS NOS 1, 201, AND 202.

WHEREAS, the Reno County Board of County Commissioners, as the governing body of the Reno County Fire Districts and the Reno County Sewer Districts listed below, is statutorily required to provide notice and hearing prior to exceeding the Revenue Neutral Rate; and

WHEREAS, the Revenue Neutral Rates for tax year 2022 for said Reno County Fire Districts and certain Reno County Sewer Districts were calculated by the County Clerk to have the following mills for such districts:

Special District	Mills calculated for Revenue Neutral Rate
Fire District No. 2	21.008
Fire District No. 3	5.328
Fire District No. 4	5.338
Fire District No. 6	9.376
Fire District No. 7	7.465
Fire District No. 8	5.413
Fire District No. 9	4.484
Fire District Jt. No. 1 RN-KM	6.004
Fire District Jt. No. 2 RN-HV	5.186
Fire District Jt. No. 2 Bond & Interest	0.615
Sewer District No. 1	10.031
Sewer District No. 201	16.308
Sewer District No. 202	21.324

WHEREAS, the budgets proposed by the Reno County Board of County Commissioners on behalf of said Districts will require the levy of property tax rates exceeding the Revenue Neutral Rate; and

WHEREAS, the Reno County Board of County Commissioners held a hearing on August 30, 2022 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Reno County Board of County Commissioners having heard testimony, have determined that it is in the best interests of said Reno County Fire Districts and certain Reno County Sewer Districts to exceed the Revenue Neutral Rate.

NOW, THEREFORE, BE IT RESOLVED BY THE RENO COUNTY BOARD OF COUNTY COMMISSIONERS that property tax rates exceeding the Revenue Neutral Rates indicated above shall be levied to fund the 2023 budgets for the Reno County Fire Districts and certain Reno County Sewer Districts.

BE IT FURTHER RESOLVED THAT this resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Reno County Board of County Commissioners.

ADOPTED this 30th day of August, 2022

BOARD OF COUNTY COMMISSIONERS OF
RENO COUNTY, KANSAS ACTING AS THE
GOVERNING BODY OF RENO COUNTY FIRE
DISTRICTS NOS 2, 3, 4, 6, 7, 8, 9, JOINT NO. 1
RN-KM, JOINT NO.2 RN-HV, AND RENO
COUNTY SEWER DISTRICTS NOS 1, 201, AND
202.

Daniel Friesen, Chairman

Ron Sellers, Member

Ron Hirst, Member

ATTEST:

Reno County Clerk

Roll Call Vote

A Roll Call Vote of the Board of County Commissioners of Reno County, Kansas, Acting as the Governing Body of Reno County Fire Districts Nos 2, 3, 4, 6, 7, 8, 9, Joint No. 1 Rn-Km, Joint No. 2 Rn-HV, and Reno County Sewer Districts Nos 1, 201, and 202, to Levy a Property Tax Exceeding the Revenue Neutral Rate.

Hearing to Exceed the Revenue Neutral Rate held on August 30, 2022

Resolution No. 2022-_____

Governing Body Member	Yes	No	No Vote
Daniel Friesen			
Ron Sellers			
Ron Hirst			
TOTAL			

Certified:

AGENDA
ITEM #8D

Reno County

CERTIFICATE (2)

		2023 Adopted Budget				
		Page No.	Expenditures	Amount of 2022 Ad Valorem Tax	County Clerk's Use Only	
					Nov. 1 Final Assessed Valuation	Final Tax Rate*
Table of Contents:						
Fund	K.S.A.					
Fire District No. 2 General	19-3610	30	2,656,713	2,268,031		
Fire Dist. No. 3 General	19-3610	31	219,710	177,840		
Fire Dist. No. 4 General	19-3610	32	255,275	223,922		
Fire Dist. No. 6 General	19-3610	33	110,325	103,600		
Fire Dist. No. 7 General	19-3610	34	121,870	100,509		
Fire Dist. No. 8 General	19-3610	35	177,910	142,984		
Fire Dist. No. 8 Bond & Int	10-113	36	0	0		
Fire Dist. No. 9 General	19-3610	37	203,130	178,297		
Fire Dist. No. 9 Bond & Int	10-113	38	66,400	55,672		
Fire Dist. Jt. No. 1 Rn-Km General	19-3610	39	169,620	142,171		
Fire Dist. Jt. No. 2 Rn-Hv General	19-3610	40	202,350	160,215		
Fire Dist Jt No 2 Rn-Hv Bond Int	10-113	41	27,740	26,077		
Sewer District No. 1	19-27a09	42	6,145	2,504		
Sewer District No. 3 & 10	19-27a09	43	82,025	26,444		
Sewer District No. 3 & 10 Bond & Int	10-113	44	96,971	0		
Sewer District No. 201	19-27a09	45	34,911	23,510		
Sewer District No. 202	19-27a09	46	48,872	25,997		
Sewer District No. 8	19-27a09	47	148,877	0		
Sewer District No. 8 Bond & Int	10-113	48	187,750	42,363		
Water District No. 8	19-3541	49	510,719	0		
Water District No. 101	19-3541	50	59,496	0		
Non-Budgeted Funds - A		51	0	0		
Non-Budgeted Funds - B		52	0	0		



AGENDA ITEM

AGENDA ITEM #9.A

AGENDA DATE: August 30, 2022

PRESENTED BY: Megan Davidson

AGENDA TOPIC:

Award the Bid for Cell 8 Construction for the Reno County Solid Waste Department to Unruh Excavating LLC Moundridge KS in the amount of \$1,797,740.00

SUMMARY & BACKGROUND OF TOPIC:

On August 3rd, 2022, there was a mandatory pre-bid meeting where you had to be present at the pre bid meeting in order to turn in a bid for the project on August 18th. There were two interested contractors: Unruh Excavating LLC and Hammett Excavation at the pre-bid meeting on August 3rd. On August 18th Unruh Excavating LLC was the ONLY contractor that brought in a bid for the Cell 8 project. The scope of work for this project generally consists of earthwork and composite landfill liner installation for a municipal solid waste landfill cell with an approximate 7 acres disposal area (approx. 10 acres total disturbance area). Earthwork primarily consists of excavating and/or placing compacted fill to achieve subgrade elevations. Construction of the cell 8 landfill liner system includes the following layers from bottom to top: subgrade 1 foot thick low permeability soil liner, geosynthetic clay liner, smooth and textured 60 mil high density polyethylene liner, and 18 inch thick sand protection/drainage layer. The project also includes installing perforated leachate collection piping within granular drainage material enveloped in a non-woven textile, solid leachate cleanout piping with a reinforced- concrete headwall at the terminus, installation of a dual walled temporary sump, piping, electrical, and re-vegetating areas disturbed by construction activities. This cell construction falls in line with the master plan that we have for the landfill. Having this cell built before spring of 2023 will help alleviate blowing debris in the windy months of spring as we can go down below to place waste.

ALL OPTIONS:

1. Award the Bid for Cell 8 Construction to Unruh Excavating LLC in the amount of \$1,797,740
2. Retract the bid from Unruh and go out of for bids again at a later date
3. Table the decision and discuss further with the BOCC other options if any are available.

RECOMMENDATION / REQUEST:

Approve the Bid and Award the Contract with Unruh Excavating LLC for the Reno County Solid Waste Cell 8 Construction in the amount of \$1,797,740.00

POLICY / FISCAL IMPACT:

This project was budgeted for the 2022 budget year and will be covered by the Solid Waste General Funds Budget.

3 BID FORM

Reno County Solid Waste – Cell 8 Construction

Board of County Commissioners

Gentlemen:

1. The undersigned hereby certifies that he has carefully examined the plans, specifications, Contract, Information for Bidders, and other contract documents; and that he has fully investigated the location, character, extent of the work to be done, and materials to be furnished in connection with Reno County Solid Waste – Cell 8 Construction, for the County of Reno, Kansas, and he further certifies that he is familiar with the type of work involved within the scope of the Contract.
2. The undersigned, in compliance with your Invitation to Bidders, hereby proposes to perform the work called for in said Contract and specifications as modified by Addenda Nos. 1, _____; to **furnish all labor, materials, tools, construction equipment, operating equipment, staking, mobilizing/demobilizing, geosynthetics, and all appurtenances** necessary for the completion of said work at the following prices:

BASE BID:

Submitted By: Unruh Excavating, LLC

The sum of: One Million Seven Hundred Ninety Seven Thousand Seven

Hundred Forty Dollars and Zero Cents

(Written)

\$ 1,797,740.00

(Numbers)

Note: Vendor shall input the total cost of the project above inclusive of civil, liner, mechanical, electrical, and plumbing scopes of work.

Unit Prices

Unit price line items shown below shall include labor, materials, tools, construction equipment, operating equipment, staking, mobilizing/demobilizing, geosynthetics, and all appurtenances necessary to construct the item should the item be requested or needed in addition to the project documents listed or shown in this request for bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE		ESTIMATED SUBTOTAL
001	Mobilization / Demobilization	1	LS	\$91,850.00	/LS	\$91,850.00
002	Excavate to Subgrade	40,000	CY	\$4.80	/CY	\$192,000.00
003	Construct 1-foot Thick Low Permeability Soil Liner (includes Cells 9 and 10 tie-in, termination berm footprint, and overbuild area)	36,000	SY	\$3.35	/SY	\$120,600.00
004	Excavate and Backfill Anchor Trench	500	FT	\$14.25	/FT	\$7,125.00
005	Provide and Install 60 mil Textured HDPE Geomembrane (includes geomembrane in anchor trench and termination berm)	32,000	SF	\$1.45	/SF	\$46,400.00
006	Provide and Install 60 mil Smooth Geomembrane (includes Cell 7 tie-in, liner termination berm footprint, protective plywood, and overbuild materials)	285,000	SF	\$0.70	/SF	\$199,500.00
007	Provide and Install Geosynthetic Clay Liner (includes Cell 7 tie-in, liner termination berm footprint, and overbuild materials)	316,000	SF	\$0.85	/SF	\$268,600.00
008	Provide and Install SDR 11 HDPE Perforated Leachate Collection Piping (includes 10 oz/yd ² non-woven geotextile wrap and installation of coarse aggregate drainage material)	850	FT	\$86.50	/FT	\$73,525.00
009	Provide and Install SDR 11 HDPE Solid Leachate Cleanout Piping (includes fittings, and appurtenances)	105	FT	\$57.00	/FT	\$5,985.00
010	Provide and Install SDR 11 HDPE Solid 3" x 6" dual walled forcemain (includes fittings, appurtenances, and road crossings)	2,000	FT	\$44.00	/FT	\$88,000.00
011	Construct reinforced concrete headwall (includes assembly, crushed stone subbase, and pipe seal)	1	EA	\$3,750.00	/EA	\$3,750.00
012	Provide and Install 18-inch Thick Sand Drainage Layer (includes liner termination structural fill)	35,200	SY	\$14.90	/SY	\$524,480.00
013	Temporary leachate sump (includes electrical service line, sump, pump, flow meter, control panel and appurtenances)	1	EA	\$129,250.00	/EA	\$129,250.00
014	Seeding and Mulching	1	LS	\$18,650.00	/LS	\$18,650.00
015	Construction of Stormwater Management (includes installation of straw bale check dams, inspections, and maintenance)	1	EA	\$12,775.00	/EA	\$12,775.00
016	Performance and Payment Bonds	1	EA	\$13,735.00	/EA	\$13,735.00
017	Builder's Risk Insurance	1	EA	\$1,515.00	/EA	\$1,515.00
	TOTAL	-		-		\$1,797,740.00

3. It is understood that the above bid price and unit rates are to be used in comparing bids and the award of contract. The Contractor will be paid on the basis of his unit bid price only for the actual quantities measured by the Administrator (for unit price line items).
4. The undersigned further proposes to enter into Contract and to furnish the specified bonds, or security in the form of a cashier's check, certified check, or bank draft in the sum of one hundred percent (100%) of the proposal amount and insurance and other required documents within seven (7) days after the award of the Contract. We further agree to complete the entire work as awarded within seventy (70) calendar days. We further agree to pay as liquidated damages, the sum of \$800.00 for each additional working day thereafter that work remains incomplete as provided in the Information for Bidders.
5. We enclose herewith a bid bond equal to 5% of the bid amount (\$89,887.00) payable without condition to Reno County, Hutchinson, Kansas, which it is agreed may be retained as liquidated damages for the delay and extra expense caused Reno County, Hutchinson, Kansas, if the undersigned fails to execute the Contract and furnish the bonds and insurance required by the Contract Documents within seven (7) days of award of the Contract.
6. In submitting this bid it is understood that the right to reject any and all bids and to waive any irregularities or technicalities has been reserved by the Owner and that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days from the scheduled closing time for receiving bids.

7. List of Sub-Contractors

(If no subcontractors or purchases are anticipated, then the word "None" will so indicate.)

Name & Address of Subcontractor or Vendor	Description of Work to be Subcontracted or Items Purchased	Percentage of Total Value of Work to be Subcontracted (%)
Mustang Extreme 5049 Edwards Ranch Rd. Suite 200 Fort Worth, TX 76109	Geomembrane and GCL Liners	Approx. 25%
Middlecreek Corporation P.O. Box 136 Peabody, KS 66866	Leachate & Forcemain Piping, Headwall & Sump	Approx. 13%
K.D. Electric Co., Inc. P.O. Box 546 Inman, KS 67546	Electrical Service Line	Approx. 2%
Superior Erosion Control P.O. Box 397 Hesston, KS 67062	Seeding & Mulching and Check Dams	Approx. 1%

Dated this 18th day of August, 2022

Unruh Excavating, LLC

Name of Bidder

Corporate
Seal

Mike L Unruh
Signature (Authorized Officer)

owner
Title

10028 N. Hertzler Rd. Moundridge, KS 67107
Address

END OF SECTION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

KRYSTLE M WALKER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

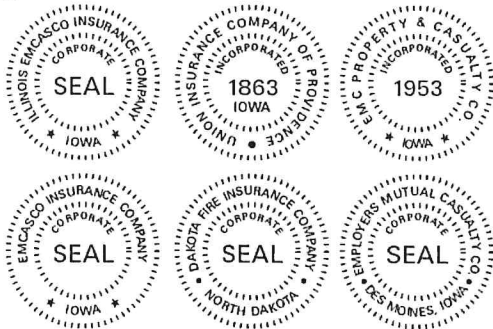
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

James D. Clough
Vice President

ISSUED: August 16, 2022

RE: **Reno County Solid Waste – Cell 8 Construction**
Reno County Municipal Solid Waste Landfill Facility
Hutchinson, Kansas

OWNER: Reno County, Kansas
4015 W. Clark Road
Hutchinson, Kansas 67501

BID DATE: Thursday, August 18, 2022, 11:00am CDT

ADDENDUM NO. 1

Notice to all bidders for the above-referenced project:

You are instructed to read and note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals and statements pertinent to the above referenced project.

This addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included therein. Receipt of this Addendum shall be acknowledged on the Bid Form.

Any Specifications and Drawings attached herein shall hereby be made a part of the Contract Documents.

VENDOR QUESTIONS AND ANSWERS

1. What is the tentative start date for this project?

Following Notice of Award, the selected contractor shall provide a construction schedule to the Engineer and Owner. The goal will be to complete construction by the end of the year. With a performance period of 70 calendar days, the contractor should schedule accordingly. It is understood that there are currently global supply chain issues which could create delays. Bidders are encouraged to state in their bids any reasonable exceptions to the completion timeframe.

2. Since this is a municipal project, will there be any special wage rates, Davis Bacon, or prevailing wage rates, being applied to this project?

No special wage rates, Davis-Bacon, or prevailing wage rates apply to this project.

3. On Drawing Sheet #4 – Annotation “Cell 10 Liner Tie-in Zone – detail C of Drawing Sheet #6”, Detail C is a tie-in of new liner to existing liner – Cell 10 will be at future expansion. What does this annotation mean in the context of this work?

The annotation was meant to show how the future tie-in would occur. A similar note is shown for the future tie-in to Cell 9. To eliminate confusion, the notes have been removed. An updated Drawing #4 is attached.

4. How will the payment quantity of the geosynthetics be measured? Will it be 3D area, including material buried in the anchor trench and the runouts for future tie-in zones?

Measurement of the geosynthetics will be based on 3D survey. Details C and D on Drawing 6 have callouts for the survey points which will be used for the measurement. The anchor trench line item (No. 004) is separate from the geosynthetics line items (Nos. 005 and 006), and therefore, the material placed in the anchor trench shall be incidental.

5. Is the temporary HDPE berm flap material and installation for the north and east edges considered incidental work and is not a measured item?

Line Items Nos. 006 and 007 include termination berms. The rainflap shall be incidental to the construction of the termination berms.

6. CQA Table 1 says the HDPE Geomembrane Manufactures material test frequency is one test per roll for all properties. Spec section 02600.4.A says the manufacturer shall test per the GRI GM13 which is not every roll (except for thickness). We intend to clarify our bid is based on providing test data per GM13 frequencies. Are GM13 testing practices acceptable for this work?

Yes, GRI-GM13 testing practices will be acceptable for this project.

5 CONTRACT

THIS AGREEMENT, made and entered into this ___day of, _____
20___ by and between the Board of County Commissioners of Reno County, Kansas
First Party, hereinafter referred to as the “Owner”, and Unruh Excavating, LLC
Second Party, hereinafter referred to as the “Contractor”;

WITNESSETH:

ARTICLE 1. It is mutually agreed, that for and in consideration of the sum of \$1,797,740.00 to the Contractor by the Owner. The Contractor shall furnish all labor, equipment, accessories, and material (except material salvaged or otherwise furnished as specified) and shall perform all work necessary to construct and complete the Reno County Solid Waste – Cell 8 Construction in a good, substantial, and workmanlike manner, ready to use, and in strict accordance with plans and specifications as approved and on file with the Director of Owner.

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

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

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

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

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

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

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

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

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

OWNER, First Party

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

By

Chairman, Reno County Commission

ATTEST:

Reno County Commissioner

Reno County Commissioner

Reno County Clerk

CONTRACTOR, Second Party

ATTEST:

By _____

(Office or position of signer)

Corporate Seal

END OF SECTION

4 NOTICE OF AWARD

Reno County Solid Waste – Cell 8 Construction

To: Unruh Excavating, LLC Contractor

The OWNER, represented by the undersigned, considered your Bid submitted on or before August 18, 2022 for the above Project.

You are hereby notified that your Bid has been accepted in the amount of \$1,797,740.00

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

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

Dated this ___ day of _____, 20__

Reno County
Owner

By _____

Title Reno County Solid Waste Director

END OF SECTION