



## REGULAR SESSION

**REVISED**

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

### **Courthouse Commission Chambers Tuesday, July 26, 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 Community Corrections year-end budget adjustments for the adult supervision Kansas Department of Corrections grant.
  - 6.C FY2022 Year-End KDOC Juvenile Comprehensive Plan Grant Budget Revisions
  - 6.D Community Corrections Kansas Department of Corrections adult and juvenile carryover client reimbursement budgets submission.
  - 6.E Addendum to the Purchasing Policy
  - 6.F 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% of Participating Costs are covered by KDOT. Estimated Project Cost is \$561,000.00; Agreement No.189-22; and Project No. 078 C-5198.01
  - 6.G Purchase of a Used 2022 CAT 950M Loader from Foley Equipment in Wichita KS in the amount of \$241,915.43
  - 6.H Proposal from Hutton Corporation to provide design builder services for the shooting range project.
7. **Business Items**
  - 7.A Reno County Entrepreneur Ecosystem Partnership (RCEEP) Action Plan Presentation
  - 7.B Joint Venture Agreement with Interfaith Housing for a development project in Hutchinson, Kansas.
  - 7.C Appraiser's Annual Report
  - 7.D 2023 Budget Discussions

- 8. County Administrator Report**
  - 8.A Monthly Department Reports
- 9. County Commission Report/Comments**
- 10. Adjournment**



## **AGENDA ITEM**

## **AGENDA ITEM #6.B**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Randy Regehr

**AGENDA TOPIC:**

Community Corrections year-end budget adjustments for the adult supervision Kansas Department of Corrections grant.

**SUMMARY & BACKGROUND OF TOPIC:**

The Kansas Department of Corrections grant budget requires adjustments so no category is negative. Adjustments have been made to finish the fiscal year.

**ALL OPTIONS:**

Approve the budget adjustments.

**RECOMMENDATION / REQUEST:**

Approval of grant budget adjustments.

**POLICY / FISCAL IMPACT:**

None





## AGENDA ITEM

## AGENDA ITEM #6.C

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Jessica Susee

**AGENDA TOPIC:**

FY2022 Year-End KDOC Juvenile Comprehensive Plan Grant Budget Revisions

**SUMMARY & BACKGROUND OF TOPIC:**

As we close out FY22 on the state grant cycle, adjustments within the FY22 budget are necessary and require Commission approval.

**ALL OPTIONS:**

Approve the FY22 budget adjustments.

Deny the FY22 budget adjustments.

**RECOMMENDATION / REQUEST:**

Approve year-end budget revisions for FY2022 Juvenile Comprehensive Plan Grant

**POLICY / FISCAL IMPACT:**

Commission approval will ensure compliance with KDOC fiscal policies. There is no fiscal impact to the County, as these are grant funds from the State of Kansas.

**KANSAS DEPARTMENT OF CORRECTIONS-DIVISION OF JUVENILE SERVICES  
FY22 QUARTERLY BUDGET ADJUSTMENT REPORT**

**Agency:** 27JD22  
**Period:** 4th Quarter

*BUDGET ADJUSTMENTS				
	From Line # and Budget Category Title	To Line # and Budget Category Title	Amount	JIAS, JISP,IIP, CS, CM, PREV, or CarryoverReimb Award Worksheet?
	11 Salary	12 Benefits	1,431.29	JIAS to JISP
	20 Travel Vehicle Maintenance	6 Salary	278.63	JISP
	26 Training Per Diem	6 Salary	198.87	JISP
	34 Communications Land Line	6 Salary	5.08	JISP
	42 Equipment Car	11 Salary	900.00	JISP
	46 Office Supplies	11 Salary	451.59	JISP
	63 Computer Maintenance	6 Salary	419.70	JISP
	73 Drug Testing Supplies	11 Salary	344.00	JISP
	11 Salary	12 Benefits	1,031.19	JIAS to CM
	41 Equipment misc	18 Travel Fuel	40.78	CM
	41 Equipment misc	12 Benefits	114.99	CM
	26 Training Per Diem	12 Benefits	49.72	CM
	34 Communications Land Line	12 Benefits	28.48	CM
	62 Copier Maintenance	12 Benefits	115.13	CM
	73 Drug Testing Supplies	12 Benefits	86.00	CM
	34 Communications Land Line	11 Salary	60.38	JISP
	<b>TOTAL:</b>		<b>\$ 5,495.45</b>	

**IF BUDGET ADJUSTMENTS TOTAL \$5,000 OR ONE PERCENT OF THE CURRENT YEAR GRANT AWARD, WHICHEVER IS HIGHER, THE FOLLOWING SIGNATURES ARE REQUIRED:**

I certify that any budget adjustment listed above, has been approved by the Corrections Advisory Board.

\_\_\_\_\_

Corrections Advisory Board Chair

\_\_\_\_\_

Date

I certify that any budget adjustment listed above, has been approved by the County Commission.

\_\_\_\_\_

County Commission Chair (Sponsoring County)

\_\_\_\_\_

Date

**Agency Comments:** \*Explanation for adjustments is required  
 Year-end budget adjustments were made to use all the JISP and CM grant funds while not having any negative budget categories.



## AGENDA ITEM

## **AGENDA ITEM #6.D**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Randy Regehr

**AGENDA TOPIC:**

Community Corrections Kansas Department of Corrections adult and juvenile carryover client reimbursement budgets submission.

**SUMMARY & BACKGROUND OF TOPIC:**

Adult and juvenile client reimbursements are required to be budgeted for the next fiscal year and the budget submitted to the Kansas Department of Corrections.

**ALL OPTIONS:**

Approve the budgets for submission.

**RECOMMENDATION / REQUEST:**

Approval for budgets to be submitted.

**POLICY / FISCAL IMPACT:**

None

**FY23**  
**ADULT CARRYOVER REIMBURSEMENT BUDGET SUMMARY**  
**Reno County Community Corrections**

Please attach a Budget Narrative to this document

<b>PERSONNEL SECTION</b>		
<b>1A ADMIN PERSONNEL CATEGORY</b>		
Salary		0.00
Benefits		0.00
<b>1B NON-ADMIN PERSONNEL CATEGORY</b>		
Salary		87,721.92
Benefits		45,994.05
<b>TOTAL PERSONNEL</b>		<b>133,715.97</b>
<b>AGENCY OPERATIONS SECTION</b>		
<b>2A TRAVEL CATEGORY</b>		1,500.00
<b>2B TRAINING CATEGORY</b>		1,500.00
<b>2C COMMUNICATIONS CATEGORY</b>		1,000.00
<b>2D EQUIPMENT CATEGORY</b>		16,500.00
<b>2E SUPPLIES/COMMODITIES CATEGORY</b>		1,500.00
<b>2F FACILITY CATEGORY</b>		1,000.00
<b>2G CONTRACTUAL CATEGORY</b>		1,000.00
<b>TOTAL AGENCY OPERATIONS</b>		<b>24,000.00</b>
<b>3A CONTRACTS/CLIENT SERVICES CATEGORY</b>		
<b>TOTAL CONTRACTS/CLIENT SERVICES</b>		<b>6,161.63</b>
<b>TOTAL CARRYOVER REIMBURSEMENT BUDGET</b>		<b>163,877.60</b>



FY23

JUVENILE CARRYOVER REIMBURSEMENT BUDGET SUMMARY

Reno County Community Corrections

Please attach a Budget Narrative to this document

	<b>PERSONNEL SECTION</b>	Cells auto fill-Verify amounts against Narrative
1A	<b>ADMIN PERSONNEL CATEGORY</b>	
	Salary	0.00
	Benefits	0.00
1B	<b>AISP PERSONNEL CATEGORY</b>	
	Salary	30,461.18
	Benefits	4,157.95
	<b>TOTAL PERSONNEL SECTION</b>	<b>34,619.13</b>
	<b>AGENCY OPERATIONS SECTION</b>	Cells auto fill-Verify amounts against Narrative
2A	<b>TRAVEL CATEGORY</b>	1,000.00
2B	<b>TRAINING CATEGORY</b>	800.00
2C	<b>COMMUNICATIONS CATEGORY</b>	1,000.00
2D	<b>EQUIPMENT CATEGORY</b>	1,000.00
2E	<b>SUPPLIES/COMMODITIES CATEGORY</b>	1,000.00
2F	<b>FACILITY CATEGORY</b>	500.00
2G	<b>CONTRACTUAL CATEGORY</b>	500.00
	<b>TOTAL AGENCY OPERATIONS SECTION</b>	<b>5,800.00</b>
	<b>CONTRACTS/CLIENT SERVICES SECTION</b>	Cells auto fill-Verify amounts against Narrative
3A	<b>CONTRACTS/CLIENT SERVICES CATEGORY</b>	
	<b>TOTAL CONTRACTS/CLIENT SERVICES CATEGORY</b>	<b>685.30</b>
	<b>TOTAL CONTRACTS/CLIENT SERVICES SECTION</b>	<b>685.30</b>
1A	<b>IIP PERSONNEL CATEGORY</b>	
	Salary	0.00
	Benefits	0.00
	<b>TOTAL PERSONNEL SECTION</b>	<b>0.00</b>
	<b>AGENCY OPERATIONS SECTION (IIP)</b>	Cells auto fill-Verify amounts against Narrative
2A	<b>TRAVEL CATEGORY</b>	0.00
2B	<b>TRAINING CATEGORY</b>	0.00
2C	<b>COMMUNICATIONS CATEGORY</b>	0.00
2D	<b>EQUIPMENT CATEGORY</b>	0.00
2E	<b>SUPPLIES/COMMODITIES CATEGORY</b>	0.00
2F	<b>FACILITY CATEGORY</b>	0.00
2G	<b>CONTRACTUAL CATEGORY</b>	0.00
	<b>TOTAL AGENCY OPERATIONS SECTION (IIP)</b>	<b>0.00</b>
		Cells auto fill-Verify amounts against Narrative
3A	<b>CONTRACTS/CLIENT SERVICES CATEGORY (IIP)</b>	
	<b>TOTAL CONTRACTS/CLIENT SERVICES SECTION (IIP)</b>	<b>0.00</b>
	<b>TOTAL JUVENILE CARRYOVER BUDGET</b>	<b>41,104.43</b>



## AGENDA ITEM

## **AGENDA ITEM #6.E**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Patrick Hoffman, County Counselor

**AGENDA TOPIC:**  
Addendum to the Purchasing Policy

**SUMMARY & BACKGROUND OF TOPIC:**

The Addendum defines "best price" and provides procedure or policy regarding "design-build" projects which the Purchasing Policy, adopted on November 14, 2007, did not include. There are other changes coming up for the purchasing policy. Staff felt this was an important revision to address at this time.

**ALL OPTIONS:**

1. Adopt the Addendum as presented by staff.
2. Send back to staff for corrections to be brought to the Board on future date.
3. Deny the Addendum

**RECOMMENDATION / REQUEST:**

Adopt the addendum to the purchasing policy.

**POLICY / FISCAL IMPACT:**

If adopted this addendum will become an addition to the November 14, 2007 Purchasing Policy.

ADDENDUM TO  
PURCHASING POLICY DATED NOVEMBER 14, 2007

WHEREAS, K.S.A. 19-101a et seq. authorizes and empowers the Board of County Commissioners to transact all powers of local legislation and administration; and

WHEREAS, Reno County previously approved a Purchasing Policy Dated November 14<sup>th</sup>, 2007; and

WHEREAS, the Purchasing Policy makes references to 'best price' and without defining that term;

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

1. 'Best Price' shall be determined based on an evaluation considering the quality, price, life-cycle costs, all other elements of the required goods or services, and the responsiveness and responsibility of the bidder.
2. All bids shall be selected based upon this 'Best Price' analysis.

AND ALSO, WHEREAS, said Purchasing Policy does not provide procedure or policy regarding "design-build" projects; and

WHEREAS, K.S.A 19-216c includes the following definitions:

1. "Building design-build" means a project for which the design and construction services are furnished under one contract.
2. "Building design-build contract" means a contract between the Board of Commissioners and a design-builder to furnish the architecture or engineering and related design services required for a given public facilities construction project and to furnish the labor, materials, and other construction services for such public project.

WHEREAS, K.S.A. 19-216d, 19-216e, and 19-216f authorize situations and procedures for County Commissions to utilize design-build projects for constructions projects;

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

1. The Reno County Purchasing Policy is hereby amended to include a new provision as follows:

Design-Build Projects:

Design-Build Projects shall be defined as found in K.S.A. 19-216c. Design-Built projects shall be approved by the Board of Commissioners. The Board of Commissioners shall select the lowest and “best” bid for any design-build project. “Best” bids shall be based on an evaluation of the overall bid, considering the quality, price, the various elements of the design-build, and the responsiveness, experience, qualifications, and reputation of the builder. At their discretion the Board of Commissioners may evaluate design-build proposals themselves or designate a committee to review bids for a specific design-build project, which then the committee shall make a recommendation to the Board of Commissioners for approval or rejection. If rejected the Board of Commissioners has discretion to instruct the committee to make a second recommendation or disband the committee.

Adopted this \_\_\_\_ day of July 2022.

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Daniel Friesen, Chairperson

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Ron Sellers, Vice-Chair

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Ron Hirst, Commissioner



## **AGENDA ITEM**

## **AGENDA ITEM #6.F**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Don Brittain, Public Works Director

**AGENDA TOPIC:**

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% of Participating Costs are covered by KDOT. Estimated Project Cost is \$561,000.00; Agreement No.189-22; and Project No. 078 C-5198.01

**SUMMARY & BACKGROUND OF TOPIC:**

Upgrade signing on all major and minor collectors West of Highway K-14 in Reno County. This Project will review all existing signs to insure that the signs meet the current Manual for Uniform Traffic Control Devices (MUTCD). It is believed that there are signs required by the MUTCD that may not be in place and signs that are in place that should be removed.

**ALL OPTIONS:**

1. Approve and Sign Agreement
2. Send back to Staff for revision
3. Deny the Agreement between the Kansas Department of Transportation and Reno County

**RECOMMENDATION / REQUEST:**

Approve and Sign

**POLICY / FISCAL IMPACT:**

Project Cost Estimate \$561,000.00

100% funding by KDOT for all participating costs of Preliminary Engineering, Construction, and Construction Engineering (Inspection).

PROJECT NO. 078 C-5198-01  
HSIP-C519(801)  
HIGH RISK RURAL ROADS PROJECT  
RENO COUNTY, KANSAS

## AGREEMENT

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

### RECITALS:

- A. The LPA has applied for, and the Secretary has authorized, a High Risk Rural Roads (HRRR) Project to improve safety on county roads not on the State Highway System.
- B. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for transportation improvement projects which may be financed with federal, state, and local funds, or a combination thereof.
- C. The Secretary desires to undertake the Project as further described in this Agreement.

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

### ARTICLE I

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

1. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
2. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
3. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
4. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
5. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

6. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to; signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430 *et seq.*, Hazardous Waste.
8. **“High Risk Rural Road”** means any roadway functionally classified as a rural major or minor collector or a rural local road with significant safety risks as determined by the Secretary, or as otherwise defined by statute. (See, 23 U.S.C. § 148(a)(1))
9. **“High Risk Rural Roads (HRRR) Program”** means a state/local partnership initiative to undertake roadway reconstruction, improvement, or repair projects which improve safety on rural roads not on the State Highway System. High Risk Rural Roads projects may be financed by federal, state, or local funds or a combination thereof. Projects selected within this program are either:
  - (a) Systemic: Projects encompass a local roadway collector network; funding is one hundred percent (100%) federally funded and does not require a local match; or
  - (b) Site Specific: Projects encompass a local rural road with significant safety risks; funding is ninety percent (90%) federally funded with a ten percent (10%) local match requirement.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
12. **“LPA” or “Local Public Authority”** means Reno County, Kansas, with its place of business located at 206 W. 1<sup>st</sup> Avenue, Hutchinson, KS 67501.

13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
14. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
15. **“Project”** means **078 C-5198-01, a High Risk Rural Roads Project consisting of upgrading signing on major and minor collectors west of K-14 in Reno County, Kansas**, and is the subject of this Agreement.
16. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
17. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
18. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
19. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
20. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively-owned lines; facilities, and systems for producing, transmitting, or distributing communications; power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

## ARTICLE II

### FUNDING:

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



Party	Funding Source	Responsibility
Secretary	State and/or Federal Funds	100% of Participating Costs of Preliminary Engineering, Construction, and Construction Engineering.
LPA	Local Match	0% of Participating Costs of Preliminary Engineering, Construction, and Construction Engineering until Secretary's funding limit is reached.  100% Costs for Right of Way, Utility adjustments, and Non-Participating Costs.

### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

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

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

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

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

## ARTICLE IV

### LPA RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the LPA to enter into this Agreement on its behalf. The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Conformity with State and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, or an equivalent LPA manual that the LPA certifies in the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the LPA with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.
4. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
5. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, 3 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, 3 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- b) Progress Reports. Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

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

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

7. **General Indemnification**. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, the LPA shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary’s employees, or subcontractors. The LPA shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

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

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

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

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

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

9. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of

Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

(c) Time of Relocation. The LPA will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing road surface. The LPA will initiate and proceed to complete adjusting the

remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

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

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

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

## ARTICLE V

### FEDERAL REQUIREMENTS:

1. Anti-Lobbying. If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as "Special Attachment No. 3" to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. Debarment & Suspension. If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the LPA verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213.

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

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

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

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

- a. **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered ineligible or Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.



## ARTICLE VI

### GENERAL PROVISIONS:

1. **Incorporation of Documents.** The LPA's HRRR Project Funding Application and the final Design Plans for the Project are by this reference made a part of this Agreement. The Agreement includes the written document, including all attachments and exhibits, either attached or incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:
  - (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the LPA the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the LPA and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the LPA, and the Secretary shall approve such revisions before they become effective.
  - (b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
3. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
4. **Contractual Provisions.** The provisions found in the current version of "Special Attachment No. 2, Contractual Provisions Attachment (Form DA-146a)," which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.
5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

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

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

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

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

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

RENO COUNTY, KANSAS

  
PUBLIC WORKS DIRECTOR

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
COMMISSIONER

ATTEST:

\_\_\_\_\_  
COUNTY CLERK (Date)  
(SEAL)

\_\_\_\_\_  
COMMISSIONER

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Burt Morey, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

Approved as to form:

**INDEX OF ATTACHMENTS**

1. Special Attachment No. 1: Civil Rights Act (Rev. 09/2017)
2. Special Attachment No. 2: Contractual Provisions Attachment, Form DA-146a (Rev. 07/2019)
3. Special Attachment No. 3: Federal Anti-Lobbying Certification

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

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

### CLARIFICATION

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

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

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

#### ASSURANCE APPENDIX E

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

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

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

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

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

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**Certification -- Federal Funds -- Lobbying  
Required Contract Provision**

Definitions

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

Explanation

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

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

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

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

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

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

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

\_\_\_\_\_  
(Date)

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





## AGENDA ITEM

## **AGENDA ITEM #6.G**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Megan Davidson

**AGENDA TOPIC:**

Purchase of a Used 2022 CAT 950M Loader from Foley Equipment in Wichita KS in the amount of \$241,915.43

**SUMMARY & BACKGROUND OF TOPIC:**

The landfill has a 2015 CAT 950H Loader with 9,979 hours on the machine that is on the Capitol Improvement Plan to be replaced in 2022. At the landfill we have 2 other CAT loaders that all of the attachments can interchange with one another. It is a benefit to be able to use the same attachments for each loader which in turn saves the county money. The landfill has an equipment replacement schedule and at 10,000 hours these machines are replaced due to the increase in chances of expensive equipment failures after the 10,000 hour mark. This Used machine has 238 hours on it.

**ALL OPTIONS:**

1. Purchase the Used 2022 CAT 950M Loader for the amount of \$241,915.43
2. Purchase a brand new machine with no hours at a cost of over \$350,000 or more before trade in and no guarantee when a machine will be ready.
3. Delay the purchase of the machine to another year.

**RECOMMENDATION / REQUEST:**

Purchase the Used 2022 CAT 950M Loader from Foley Equipment Wichita, KS in the amount of \$241,915.43. This machine comes with the same warranty as a Brand New machine with a 12 month unlimited hours as well as a 36 month/5,000 hour Premier Care Warranty with travel included.

**POLICY / FISCAL IMPACT:**

This machine was budgeted in and approved in our Capital Improvement Plan for 2022 to be replaced.

The Cost of the Used machine 2022 CAT 950M is \$331,915.43

Trade in of 2015 CAT 950M is \$90,000.00

Total cost of Used 2022 CAT 950M Loader is \$241,915.43



# SALES AGREEMENT

DATE Jul 14, 2022

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER	RENO COUNTY SOLID WASTE DEPT		
STREET ADDRESS	703 S MOHAWK RD		
S O L D	CITY/STATE	HUTCHINSON, KS	COUNTY
	POSTAL CODE	67501-9031	PHONE NO.
	EQUIPMENT	MEGAN DAVIDSON	
T O	PRODUCT SUPPORT	MEGAN DAVIDSON	
INDUSTRY CODE:	AIR/WATER RESOURCE & SOLID WST	PRINCIPAL WORK CODE	
	MGMT (9511)		

Shipping Term: Wichita, KS

CUSTOMER NUMBER	014305	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER (For reference only)	
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PAYMENT TERMS:		(All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED		
MAKE: CATERPILLAR	MODEL: 950M	YEAR: 2022
STOCK NUMBER: VGN0102	SERIAL NUMBER: 0J1S04251	
950M WHEEL LOADER	AUTO DIFF, STEERING WHEEL	LINES GP-IMPLEMENT 3V (QC)
2022 MODEL -RENTAL UNIT WITH APPROX 238 HOURS	FILTRATION, STANDARD	QUICK COUPLER, FUSION
STANDARD PKG WITH AD/CPM RDY	CAB TRIM, DELUXE (HMU)	BK50MF45GP - VGN01117 4.5 CYD GP BUCKET
LINKAGE, STANDARD LIFT	PREMIUM CORP RADIO (12V)	
COUNTERWEIGHT, 1460KG	PRODUCT LINK, CELLULAR PLE641	
AIR INLET STANDARD, RAIN CAP	COOLING CORES, 9 FPI	
AXLES, AUTO/AUTO, ED	FAN, STANDARD	
HYDRAULICS, 3V RC STD/LOG	ANTIFREEZE, -34C (-29F)	
HYDRAULIC OIL, STANDARD	TIRES, 23.5R25 MX XHA2 * L3	
STARTING, COLD (120V)	FENDERS, BASIC +	
LIGHTS, HALOGEN, PREMIUM	HOOD, NON-METALLIC	
WINDOWS, STANDARD TINTED	RADIO, CB (READY)	
STEERING SYST, STD, WHL	GUARD, POWERTRAIN	
JOYSTICK 3V, STEERING WHEEL	OIL CHANGE SYSTEM, HIGH SPEED	
SEAT BELT, 3"	QUICK COUPLER READY, STD	

TRADE-IN EQUIPMENT				SELL PRICE	
MODEL:	950M - CATERPILLAR (AA)	YEAR:	2015	SN:	0EMB00756
PAYOUT TO:		AMOUNT:	\$	PAID BY:	Dealer
MODEL:		YEAR:		SN:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SN:	
PAYOUT TO:		AMOUNT:		PAID BY:	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				Customer responsible for all applicable taxes at the time of delivery.	
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 12 months unlimited hours</p> <p>36 MONTHS / 5000 HOURS PREMIER CARE ESC WARRANTY WITH TRAVEL INCLUDED</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

CSA: \_\_\_\_\_

NOTES: \_\_\_\_\_

This order is not valid until approved by Sales Manager

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE**

ORDER RECEIVED BY	Smith, Shawn	APPROVED AND ACCEPTED ON	PURCHASER
	REPRESENTATIVE	RENO COUNTY SOLID WASTE DEPT	PURCHASER
	SALES MANAGER BY		SIGNATURE
			TITLE

## TERMS AND CONDITIONS

**1. Agreement.** This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

**2. Payment and Representations.** Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

**3. Delivery and Taxes.** Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

**4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

**5. Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

**6. Rental Purchase Option.** If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

**7. Laws.** This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

**8. Privacy Statement.** Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

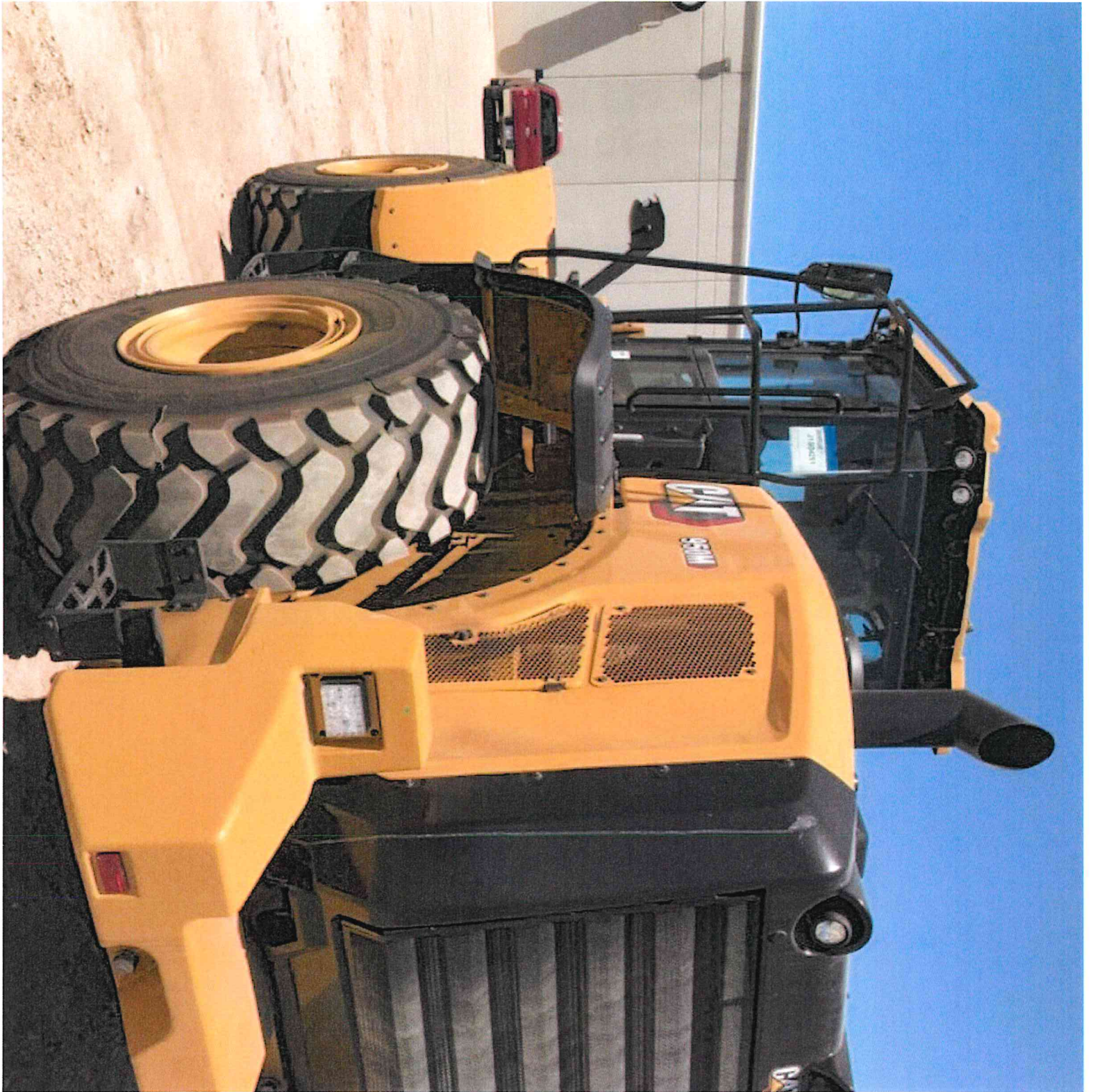
**9. Consignment.** If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

**10. Assignment and Entire Agreement.** Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials \_\_\_\_\_

Year	Make	Model	Warranty	Price	Hours	Location
2022	CAT	950M	12 months unlimited	\$ 241,915.43	238	Wichita
2020	VAT	950M	none	\$ 331,264.00	1866	Florida
2020	CAT	950M	none	\$ 359,000.00	508	Texas
2020	Komatsu	WA480-8	none	\$ 359,500.00	2760	Illinois
2018	Komatsu	WA470-8	none	\$ 315,000.00	1682	Idaho
2021	John Deere	644L	none	\$ 309,900.00	130	Pennsylvania







950M  
F8177  
CAT

CAT

CAT

F8177  
CAT

## 2020 CATERPILLAR 950M



USD **\$331,264**

### Seller Information

#### Ring Power Corporation

Saint Augustine, Florida 32092

**Phone:** (904) 494-1215

**Messenger:** Message

**Contact:** Scott Baker

#### Machine Location:

📍 Dade City

6200 N Us 301/441, Florida 34475



[Hide Thumbnails](#)

### Description

ROLL ON-ROLL OFF LANE 3 ORDER STORAGE PROTECTION LUBRICATION, MANUAL, STD STANDARD PKG WITH AD/CPM RDY WORKTOOL'S LITERATURE STEERING SYST, STD, WHL AXLES, MANUAL/OPEN, ED Linkage: STANDARD LIFT Guard: POWERTRAIN Instructions: ENGLISH Antifreeze: -34C (-29F) Radio: CB (READY), AM/FM/USB/MP3 BLUETOOTH Regional Pkg: AM-N Seat Belt: 3" Starting: COLD (120V) Fan: STANDARD Sound Suppression: STANDARD Hydraulic Oil: STANDARD Air Inlet Precleaner: TURBINE Cooling Cores: 9 FPI Windows: STANDARD Quick Coupler Ready: STD Manual Diff: STEERING WHEEL Protection: CYLINDER ROD Filtration: STANDARD Hood: NON-METALLIC Fuel Antifreeze: -25C (-13F) Joystick 2v: STEERING WHEEL Equipment-certification-code: NCR TireSize: 23.5R25 MX XHA2 \* L3 FrontFenders CounterweightType: 1460KG

### Specifications

<b>Year</b>	2020	<b>Manufacturer</b>	CATERPILLAR
<b>Model</b>	950M	<b>Hours</b>	1,866
<b>Serial Number</b>	J1S03469	<b>Condition</b>	Used
<b>Stock Number</b>	J1S03469	<b>Coupler</b>	Yes
<b>Quick Attach</b>	Yes	<b>Telematics</b>	Yes
<b>Counterweight</b>	Yes	<b>ROPS</b>	Enclosed



# 2020 CATERPILLAR 950M

USD **\$359,000**

 [View Rental Prices >](#)

## Seller Information

**Trophy Tractor Inc.**

Grand Prairie, Texas 75050

**Phone:** (972) 264-6700

**Contact:** Sales Department

**Machine Location:**

 602 WILDLIFE BLVD

Grand Prairie, Texas 75050



[Hide Thumbnails](#)

## Description

Features: EROPS, A/C, G/P Bucket, Ride Control, Coupler Hydraulics, 23.5R25 Tires, Excellent Condition Condition General Air Conditioning : Excellent Appearance : Excellent Cab : Excellent Center Pin : Excellent Electrical System : Excellent Frame : Excellent General Condition : Excellent Attachments / Accessories Bucket Condition : Excellent Bucket Pins : Excellent Loader Linkage : Excellent Power Train Brakes Front : Excellent Brakes Rear : Excellent Differential(F) : Excellent Differential(R) : Excellent Engine : Excellent Hydraulics : Excellent Planetaries Front : Excellent Planetaries Rear : Excellent Torque Conv. : Excellent Transmission : Excellent Tires Tire Size : 23.5R25 Tires Front : 95% Tires Rear : 95%

## Specifications

<b>Year</b>	2020	<b>Manufacturer</b>	CATERPILLAR
<b>Model</b>	950M	<b>Hours</b>	<b>508</b>
<b>Serial Number</b>	J1S03386	<b>Condition</b>	Used
<b>Stock Number</b>	11682	<b>ROPS</b>	Enclosed

[Show As Paragraph](#)

# 2020 KOMATSU WA480-8

USD **\$359,500**

## Seller Information

**Roland Machinery Co.**

Springfield, Illinois 62702

**Phone:** (217) 448-2037

**Contact:** Jay Germann

**Machine Location:**

📍 816 North Dirksen Parkway  
Springfield, Illinois 62702



[Hide Thumbnails](#)

## Description

6 yard bucket brake cooling package

## Specifications

<b>Year</b>	2020	<b>Manufacturer</b>	KOMATSU
<b>Model</b>	WA480-8	<b>Hours</b>	<b>2,760</b>
<b>Condition</b>	Used	<b>Stock Number</b>	KM2021809
<b>Bucket</b>	Yes	<b>ROPS</b>	Enclosed

[Show As Paragraph](#)

# 2018 KOMATSU WA470-8 For Sale In Boise, Idaho

For Sale Price: **\$315,000**



## Contact Information

### Modern Machinery

Boise, Idaho 83705

Phone: +1 406-982-7094

[Video Chat With This Dealer](#)

Contact: Chris Johnson



## Description

Komatsu WA470-8 Wheel Loader With 5.5 CU Yard Bucket

## Specifications

Year	2018	Manufacturer	KOMATSU
Model	WA470-8	Serial Number	A49431
Condition	Used	Bucket Capacity	5.5 cu yd
Hours	1682	ROPS	Enclosed
Stock Number	1261667		

# 2021 DEERE 644L For Sale In Ebensburg, Pennsylvania

For Sale Price: **\$309,900**

Rental Prices: Call For Availability

## Contact Information

**Foster F. Wineland, Inc.**

📍 Ebensburg, Pennsylvania 15931

Phone: ☎ +1 814-793-3734

Contact: Adam Harshberger



## Description

WARRANTY FULL MACHINE TILL 3/21/23 PLUS POWERTRAIN AND HYDRAULICS TILL 3/19/25 OR 3000 HOURS WHATEVER COMES FIRST, WE ARE A JOHN DEERE DEALER, REAL HOURS DEERE FACTORY USED UNIT, CAB w/ A/C, HEAT, 3 SPOOL, HEATED SEAT, AUXILIARY HYDRAULICS, QUICK COUPLER, RIDE CONTROL, FRONT DIFF LOCK, 23.5 TIRES, 4.25 CUBIC YARD BUCKET, REAR CAMERA, JD POWERTECH ENGINE, 140 AMP ALTERNATOR, CHROME CURVED STACK, AIR INTAKE W PRECLEANER, AUTOMATIC REVERSING HYD FAN, JDLINK ULT 5 YEAR SERVICE, 7" MONITOR W REAR DISPLAY, STANDARD ZBAR, STEERING WHEEL ONLY, PREMIUM SEAT, JOYSTICK CONTROLS, THREE FUNCTION HYDRAULICS, RIDE CONTROL, 15 AMP CONVERTER, NO PAYLOAD SCALE W/ COUNTER, AXLE, STD REAR & HYD FRONT, AUTOMATIC DIFFERENTIAL LOCK, 23.5R25 L3 1 STAR MI-3PC RIM, TIRE PRESS MONITORING SYSTEM, FULL FR & REAR FENDER & FLAP, LEFT SIDE STEPS ONLY, PREMIUM LED LIGHT PACKAGE, REAR HITCH & COUNTERWEIGHT, REAR CAMERA & OBJECT DETECT, NO STROBE BEACON OR BRACKET, EXTERIOR MIRRORS - HEATED, RADIO - STANDARD, HYD

COUPLER-HI/VIS/ISO PATRN, CUTTING EDGE BOLT ON - LONG, BUCKET - 4.25 CUBIC YARD, ENGINE BLOCK HEATER, WHEEL SPIN CONTROL SYSTEM, FIRE EXTINGUISHER, GUARDS-TRANSMISSION & BOTTOM, AS NEW AS YOU WILL FIND

## Specifications

<b>Year</b>	2021	<b>Manufacturer</b>	DEERE
<b>Model</b>	644L	<b>Serial Number</b>	1DW644LZKML708924
<b>Condition</b>	Used	<b>Hours</b>	130
<b>ROPS</b>	Enclosed		



## AGENDA ITEM

**REVISED  
AGENDA  
ITEM #6.H**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Randy Partington, County Administrator

**AGENDA TOPIC:**

Proposal from Hutton Corporation to provide design builder services for the shooting range project.

**SUMMARY & BACKGROUND OF TOPIC:**

On April 26, 2022, the county commission authorized the county administrator to send out a Request for Qualifications to area companies to assist with the design of the Sheriff's new shooting range. The shooting range is located south of the new landfill weigh station, on county-owned property. Four companies sent information to Reno County for consideration.

On Thursday, June 30, 2022, a committee hosted four companies for interviews regarding the shooting range project. As a reminder, the companies were GLMV, TreanorHL, PLI, and Hutton. The committee members were the following:

Commissioner Ron Hirst  
Randy Partington

Sheriff Darrian Campbell  
Don Brittain

Dustin VanScyoc  
Megan Davidson

The group reached a unanimous recommendation to use Hutton Construction for the proposed project. All four of the groups did well in the interviews, but Hutton stood out the most based on their size, knowledge of the project (research and contacting S.O.), and extra services they offered.

By the extra services, Mike King with Hutton has offered assistance in finding creative grant opportunities to assist with the financing of the project. He listed agencies such as KDHE, U.S. Department of Agriculture, U.S. Department of the Interior, and KDOT as areas where grants might be accessible that tie into the project.

**ALL OPTIONS:**

1. Approve Hutton Corporation's proposal and authorize County Administrator Randy Partington to sign the contract.
2. Send item back to staff for revisions to be brought forth on a future agenda date.
3. Deny the proposal

**RECOMMENDATION / REQUEST:**

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

**POLICY / FISCAL IMPACT:**

Funding for this project is contingent on the commission's approval of the Sheriff's 2023 operating budget. The 2023 operating budget has \$75,000 for range facility equipment budgeted that will be the beginning of an annual amount to assist with the payment of new facilities. In previous years, the same line item in Sheriff Campbell's budget was \$15,000. Until the shooting range facility is formally designed and funding opportunities are researched, the impact is unknown. It is our intent for the \$75,000 annual budget amount to carry-forward to pay off any loan/debt for the project.



## DESIGN-BUILD PART 1 AGREEMENT

This Agreement is made as of the 13<sup>th</sup> day of July 2022 by and between:

The **OWNER:** Reno County  
 ATTN: Randy Partington, County Administrator  
 206 West 1<sup>st</sup> Ave., Hutchinson, KS 67501-5958

and the **DESIGN BUILDER:** Hutton Corporation (“Hutton”)  
 111 North Sycamore  
 Wichita, KS 67203

for the **Project:** Shooting range and training facility for the Reno County Sheriff’s Department.

The Owner and Hutton agree as follows:

### ARTICLE 1 - TEAM RELATIONSHIP

**1.1** This Agreement covers the first part of what the parties intend to be a two-part arrangement to provide turn-key design and construction services for the Project.

**1.2** The Owner retains Hutton to perform design and preconstruction services for the Project under the terms of this Agreement.

**1.3** The Owner intends to enter into a “Part 2” agreement with Hutton for the construction of the Project, at a scope, cost and schedule established in the Part 2 agreement. Part 2 agreement is attached for reference.

**1.4** The Owner and DESIGN BUILDER agree to proceed on the basis of trust, good faith and fair dealing, and each shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. DESIGN BUILDER shall exercise reasonable skill and judgment in the performance of its services. The Owner agrees timely to review schedules, estimates, Design Documents, and other documents provided under this Agreement.

### ARTICLE 2 - ALLOCATION OF PART 1 RESPONSIBILITIES

**2.1** The Owner and Hutton allocate the development of Project information as follows:

Task	Owner	Hutton
Develop a “Program” for the Project describing the Owner’s objectives, budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements	<b>X</b>	<b>X</b>
Obtain a current property survey as defined in Article 4.1 (Hutton to facilitate)	<b>X</b>	
Obtain soil and subsurface-investigation reports for the Project site as defined in Article 4.2 (Hutton to facilitate)	<b>X</b>	
Perform Phase 1 and/or Phase 2 environmental assessments of the project site (as needed)	<b>X</b>	
Perform asbestos and lead investigation/testing of the existing buildings (as needed)	<b>X</b>	
Perform a preliminary evaluation of the Program (see 3.2.2 below)		<b>X</b>
Develop a preliminary schedule for the Project, including activities of Owner and Hutton necessary to meet the Owner’s Project-completion goal		<b>X</b>
Develop a preliminary cost estimate for design (not covered in this Part 1 Agreement) and construction (see 3.2.2 below)		<b>X</b>
Develop Schematic Design Documents (see 3.3 below)		<b>X</b>



## ARTICLE 3 - DESIGN-BUILDER'S SPECIFIC RESPONSIBILITIES

3.1 DESIGN BUILDER's basic services consist of those described in Article 3 as designated below:

	Included in Part 1 Agreement	Excluded in Part 1 Agreement
Civil Engineering	X	
Architectural	X	
Interior Design	X	
Structural Engineering	X	
Mechanical Engineering	X	
Plumbing System Engineering	X	
Electrical Engineering	X	

Services not set forth in this Article 3 are Additional Services (see 4.3). The standard of care for architectural and engineering services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time and locality.

3.2 Preliminary design phase services.

3.2.1 DESIGN BUILDER shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

3.2.2 DESIGN BUILDER shall prepare a preliminary evaluation of the Owner's program, schedule, project site, and budget for the Cost of the Work.

3.2.3 Based on the Project's requirements agreed upon with the Owner, DESIGN BUILDER shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

3.2.4 DESIGN BUILDER shall also submit to the Owner a preliminary budget reflecting the preliminary design.

3.3 Schematic design phase services.

3.3.1 Based on the Owner's approval of the preliminary design, DESIGN BUILDER shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include perspective sketches or digital modeling. DESIGN BUILDER will conduct a preliminary review of major building systems and construction materials.

3.3.2 DESIGN BUILDER shall submit to the Owner a range estimate for the Cost of the Work reflecting the schematic design, and a preliminary schedule to complete the design and construction.

3.3.3 DESIGN BUILDER shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

3.4 Design development phase services.

3.4.1 The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building system to fix and describe the size and character of the Project as to the architectural, structural, mechanical, and electrical systems and such other elements as applicable to project requirements. The Design Development Documents may also include outline specifications that identify major materials and systems and establish in general their quality levels.

3.4.2 DESIGN BUILDER shall submit to the Owner an updated range estimate of the Cost of the Work reflecting the Design Development Documents and an updated project schedule.

3.5 Construction documents phase services.

3.5.1 The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the work.

3.5.2 DESIGN BUILDER shall submit to the Owner an updated estimate of the Cost of the Work and an updated project schedule.

**ARTICLE 4 - OWNER’S SPECIFIC RESPONSIBILITIES**

4.1 The Owner shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. DESIGN BUILDER shall be entitled to rely on the accuracy of information furnished by the Owner. All the information on the survey shall be referenced to a Project benchmark.

4.2 The Owner shall furnish the services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

4.3 Additional Services listed below are not included, but may be required for this project:

- Existing Equipment or Furniture Surveys
- Master Planning for Multi Facility Complex
- Commissioning as Required by an Owner's Certification or Process
- Furniture, Fixtures and Equipment Design
- Landscape Design
- Virtual Reality
- LEED Certification

**ARTICLE 5 - OWNERSHIP OF DOCUMENTS**

5.1 Upon its receipt of payment in full, DESIGN BUILDER grants to Owner a nonexclusive license to use the Design-Build Documents solely for purpose of Hutton completing the design and construction of a facility on the Project site. The Owner shall not have the right to use, reproduce, or make derivative works from the Design Documents for other projects without the written authorization of Hutton. The Owner's use of the Design Documents is at the Owner's sole risk, and the Owner agrees to defend, indemnify and hold harmless Hutton, its consultants, and employees from and against any and all claims, damages, losses, costs and expenses (including but not limited to attorney's fees, costs and expenses) incurred in connection with any dispute resolution process arising out of or resulting from such use of the Design-Build Documents. The Architect/Engineer shall retain all copyrights to the Design Documents.

**ARTICLE 6 - CONTRACT TIME**

6.1 Hutton will perform its services under this Part 1 Agreement as expeditiously as is consistent with skill and care and the orderly progress of the Project.

**ARTICLE 7 – COMPENSATION**

7.1 Owner agrees to compensate Hutton for (design) services covered by this agreement based on a Fee equal to 6.5% of the project’s construction value.

7.2 Payment of the Fee will be billed monthly and shall be due and payable upon receipt of Hutton’s invoice.

This Agreement is entered into and as approved by:

**OWNER:** Reno County

Signature: \_\_\_\_\_

Print Name: Randy Partington

Title: County Administrator

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

**DESIGN BUILDER:** Hutton Corporation

Signature: 

Print Name: Josh Herrman

Title: Vice President of Design

Date: 07.13.2022



# Reno County Shooting Range & Training Facility

Qualifications Statement





June 6, 2022

To the Reno County Selection Committee,

This is an important project for Reno County, particularly your Sheriff's Department. You are investing in the safety of residents and their confidence in your law enforcement officers for many years to come. We have the right combination of design and construction experience and expertise to deliver a facility that will instill pride from your community and stakeholders alike.

**WE LISTEN.** Hopefully by now you've seen how invested we are in the success of your project and, really, your whole department. We will take the information you've provided (and will continue to provide) about Department of Energy and NRA range specifications, as well as your department's wants and needs, and design a facility that is durable, practical, functional and isn't over-designed.

**DESIGN-BUILD = SAVINGS.** There are architecture firms and there are general contractors. Hutton is the only firm in this region that does both under the same roof. Why is that important? When design-build is done right, it will result in shorter schedules and a more efficient use of your tax dollars. In an analysis of our design-build projects in 2022, we've saved clients as much as 6.2% of their initial budget using our design-build best practices.

***We've saved clients as much as 6.2% of their initial budget using our design-build best practices.***

**TRULY LOCAL.** Hutton has worked continuously in Reno County for more than 20 years. With offices in Wichita and McPherson and 10 team members living within minutes of your location, we consider Reno County part of our home base. Equally as important, we have long-lasting, trusting relationships with subcontractors. When it comes time to build your facility, subcontractors don't have to give the same prices to every GC. They give Hutton their best prices because they know they'll find a clean, efficient jobsite where we live out our values.

Thank you for considering Hutton as your project partner. We look forward to the opportunity to design and build a facility Reno County will be proud of.

A handwritten signature in black ink, appearing to read 'Josh Herrman', written over a light blue rectangular background.

**Josh Herrman, AIA, DBIA**  
**Vice President**

316.942.8855 • [jherrman@huttonbuilds.com](mailto:jherrman@huttonbuilds.com)

# Company Overview

Hutton was founded in 1992 by Mark Hutton as a construction company. We learned as we grew that our clients benefit most when we bring our full complement of expertise to their projects. Our focus on client's needs fueled our growth into the 275-person design-build, construction management and facility services firm we are today.

Ben Hutton assumed leadership of the company in 2010 and helped evolve Hutton from a general contractor to a strategic partner. Visionary clients come to Hutton because Hutton is a visionary company. Whether it's our innovative design-build services or the individual decisions we help our clients make during their once-in-a-lifetime building projects, Hutton brings both expertise and an entrepreneurial spirit to the process. Our clients are dreaming of and building for the future. So are we.

We also focus on quality over quantity. We may not be the largest company in Kansas, but we are aware that our buildings have the Hutton name on them forever. Because of this, we build them to last. That is why you will see and hear us talk about the details such as the building envelope, window flashings, water barrier, etc. These details aren't glamorous, but they are vitally important and allow you to pass your building onto the generations that follow you.

## WHERE WE'RE LOCATED



**275+**  
employees

**\$275 MILLION**  
annual revenue

specializing in  
**DESIGN+BUILD**

**30 YEARS**  
in business

# Recent Reno County Experience

- Hutchinson Clinic
- Hutchinson Hospital
- Hutchinson Chamber of Commerce
- Lowen Corporation
- Nazarene Church
- Lutheran Church
- Cosmosphere
- Oneok



# Principals and Officers

All Hutton team member's can be reached at **316.942.8855**



**Ben Hutton**  
CEO



**Sheila McGuire**  
CFO



**Andy Buessing**  
President



**Josh Herrman**  
Vice President, Officer



**Mike King**  
Vice President, Officer



**Jim Costello**  
Officer



**Jim Keusler**  
Officer

# Certifications & Licenses



**Josh Herrman**  
AIA, DBIA



**Aaron Smith**  
AIA



**Matt Byrum**  
AIA, LEED AP



**Emily Taylor**  
AIA



**Ray Lowen**  
AIA



**Spencer Levin**  
LEED AP



# Hutton's Design+Build Experience

Hutton isn't a company that enters into design-build contracts, we are a design-build company. That means we have designers and builders working only steps away from each other inside the same office. Collaboration begins at the starting line and involves all players needed to develop your project and provide recommendations that fit your needs. Architects, estimators, quality control managers, construction project managers and superintendents are all under one roof working elbow to elbow. All of these resources working together empower you to align all project decisions with your expectations from the start.

Our first internal design-build project took place more than 20 years ago. Since then, we continue to develop the team's strengths and capabilities. Today we are the leader in this region. Design-build comprises more than 20% of all Hutton projects.



# Resources & Activities

Our company's best resources are our 275 team members, many of whom have remained at Hutton well past the industry average of seven years. In fact, as we celebrate our 30-year anniversary as a company this year, we're celebrating the 30-year anniversary of five team members.

**Design.** When designing your training facility, our team will deliver current best practices in employee safety, wellbeing and employee recruitment and retention. You invest heavily into each recruit and our design will reflect that. We give your individual project an individual approach.

**Build.** We employ more than 250 dedicated professionals who are not only the best at building, but they also truly enjoy it. And it shows in their craftsmanship. Studies will show that employee engagement is the best indicator of quality. Our employee net promoter score of 86 is one of the highest of any industry.

**All Hutton Team Members.** Our 10-year strategic vision features some big-picture goals including that 100% of team members will be lifelong learners, as demonstrated by learning one significant new skill every year. That means we invest time and money into making sure every Hutton team member who touches your project is operating with the most up-to-date knowledge and skills.



# Understanding the Reno County Sheriff Department's Needs

Your project is unique, and as with every project we will treat it as such. Our design team has visited with you, toured your existing location, and looked at your proposed site in person. But we did not stop there. For those visits, we consulted with our construction team members because that's how design-build works at Hutton: Collaboration from the start.



# Design+Build Workflow

Our integrated design+build workflow is designed with you in mind. Each step is crafted to provide you with the best possible experience for designing and constructing your new project. The diagram on the next page outlines each step. It streamlines decisions-making, provides clear communication about results, and empowers you with information to make confident decisions about your project. It also integrates systematic checks and balances on all budgets and schedules.

**Project Planning.** Our team will conduct a unique programming exercise called a Dream Session. It's a lot of fun and it helps us build connection and consensus around project goals quickly. Next, we will meet with individual user groups. These two exercises result in a design that perfectly meets your needs.

**Project Design.** This is the part of our process when we will determine what the end design looks like. Scale, proportion and material composition are standard design principles that we will exercise to create a welcoming, unique aesthetic for your building shape and appearance.

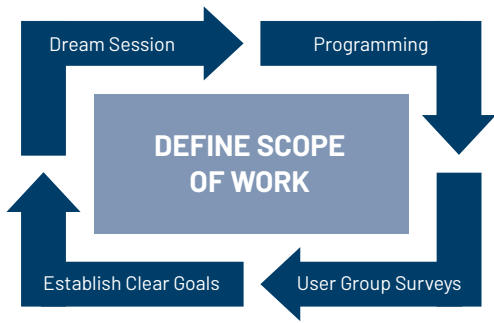
**Final Decisions.** Once the design is complete, our team will provide you with final renderings to share with staff, families and friends. This is the time when we give you detailed, timely information to make decisions about the final details with no surprises. From paint colors to light fixtures to door hardware, we understand your team and the experience in the new spaces matter down to every last detail.

**CD's, Bidding, Permit.** During this phase, the Hutton team will be busy bringing the design phase to completion and initiating the construction phase. We put your project and all building systems through a series of quality control checkpoints. This includes building information modeling (BIM) where we build your project virtually to make sure all systems and structures align before we break ground.

Your construction project manager will lead the subcontractor bid and selection process. We get input from you on who receives bid solicitations and review all bids with you. With Hutton, you have the freedom to select your teammates with our expertise and experience to guide you. While all of this is happening, we will stage our final drawing submission concurrently – no time wasted.

**Construction.** First, we break ground! Our team can assist in planning this celebratory event with your many stakeholders. We will hold regular designer + builder + owner (DBO) meetings throughout construction. Then we hand over your building with easy-to-use digital owner's manuals and on-site systems training for key staff. But our service doesn't end there. Our Hutton Facility Services team is one phone call away during the warranty period (and beyond if desired) to assist as you adapt to your building.

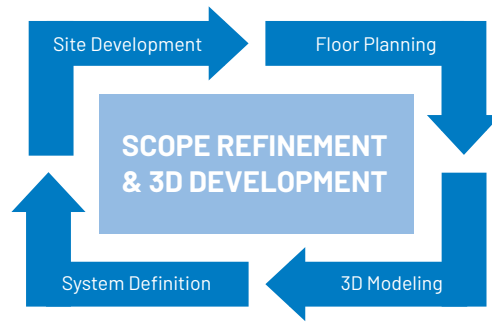
## PROJECT PLANNING



Stakeholder Review

BUILD CONSENSUS

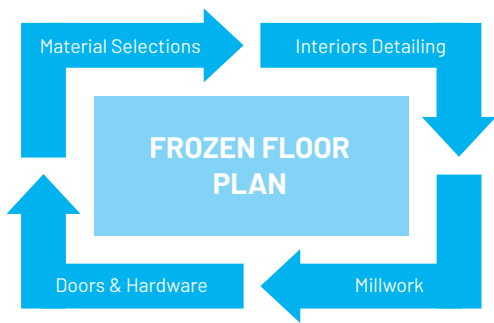
## PROJECT DESIGN



Stakeholder Review

INSPIRE

## FINAL DECISIONS



Stakeholder Review

POSITION FOR SUCCESS

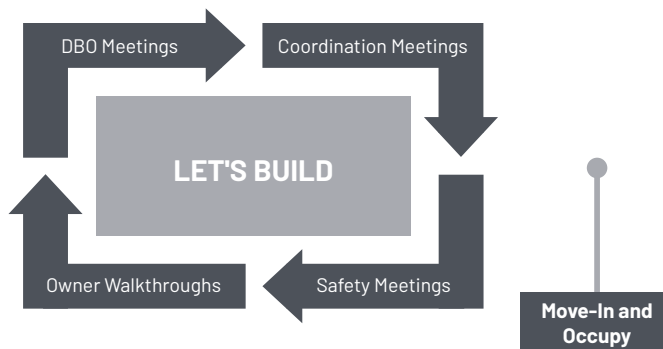
## CD'S, BIDDING, PERMIT



Stakeholder Review

SOLIDIFY THE TEAM

## CONSTRUCTION



# FINNEY COUNTY CORRECTIONS

Garden City, KS • New Construction • CMAR • 48,000 SF



# ROCK SPRINGS RANCH

Junction City, KS • Masterplan • Design+Build



# FLINT OAK SHOOTING RANGE

Fall River, KS • Design+Build • In Progress





# INDUSTRIAL SPEC BUILDING

Greensburg, KS • Design Concept





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - TX 12712 Park Central Dr., Suite 100 Dallas, TX 75251	1-214-363-4433	CONTACT NAME: Ryan Goodwin PHONE (A/C. No. Ext): 214-764-7536 E-MAIL ADDRESS: rgoodwin@holmesmurphy.com	FAX (A/C. No):
INSURED Hutton Corporation 111 North Sycamore Wichita, KS 67203		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HARTFORD FIRE IN CO	NAIC # 19682
		INSURER B: XL SPECIALTY INS CO	37885
		INSURER C: SENTINEL INS CO LTD	11000
		INSURER D: INDIAN HARBOR INS CO	36940
		INSURER E: GREAT AMER INS CO	16691
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 64883227

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			91UENOE0091	04/01/22	04/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91UENOE0092	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00070552LI22A	04/01/22	04/01/23	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A	91WEOE0090	04/01/22	04/01/23	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Pollution			CEO742125701	04/01/22	04/01/23	Each Claim / Agg. 5,000,000
E	Excess Liability			TUE025749010	04/01/22	04/01/23	Each Occ/Agg 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Supplemental.

**CERTIFICATE HOLDER**

Hutton Corporation  
111 N. Sycamore  
Wichita, KS 67203  
USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

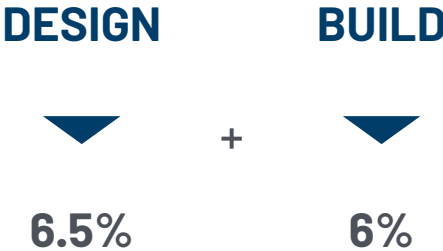
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ACORD 25 (2016/03)  
rgoodwintx  
64883227

The ACORD name and logo are registered marks of ACORD

# Fee Structure

Our fees are based on a long-term partnership with Reno County. We anticipate a project in the range of \$250k to \$1 million and the fees reflect this.



This fee represents cost of architecture, engineering, construction management on a percentage of construction costs.

# References

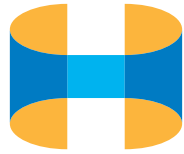
## OWNERS FROM COMPLETED PROJECTS

**Jim Remar, President & CEO**  
**Cosmosphere**  
620.665.9335

**Debra Teufel, President & CEO**  
**Hutchinson Area Chamber of Commerce**  
620.860.8666

**Tracy Metzger, President & COO**  
**Lowen Corporation**  
620.663.2161

**Jake Worcester, President & CEO**  
**Kansas 4-H Foundation (Rock Springs Ranch)**  
785.775.0123



TOGETHER WE BUILD

[HuttonBuilds.com](https://HuttonBuilds.com)





## **AGENDA ITEM #7.A**

### **AGENDA ITEM**

**AGENDA DATE** July 26, 2022

**PRESENTED BY** Kari Mailloux, Director of Strategic Initiatives, Hutchinson Community Foundation

**AGENDA TOPIC** Presentation of the updated 2020-2025 Reno County Entrepreneurship Action Plan by the Reno County Entrepreneur Ecosystem Partnership (RCEEP)

#### **SUMMARY & BACKGROUND OF TOPIC**

The Reno County Entrepreneur Ecosystem Partnership (RCEEP), formerly the Entrepreneurship Task Force, was formed in late 2017 to assess and improve the health and impact of the local entrepreneur ecosystem. This collaborative effort created a five-year action plan (2020-2025) that led to the rebranding of the Quest Center to StartUp Hutch, the hiring of the Entrepreneur Navigator (Jackson Swearer), and diverse communications and connection events. RCEEP has just completed a re-evaluation of the ecosystem after two years of our initial interventions and has updated the action plan to reflect new learnings.

#### **ALL OPTIONS**

#### **RECOMMENDATION/REQUEST**

RCEEP's action plan supports the FY23 funding requests from StartUp Hutch and Hutch Chamber/Greater Hutch, who partner to execute portions of the strategy.

#### **POLICY / FISCAL IMPACT**

n/a



# Reno County Entrepreneurship Action Plan

**2020-2025**

**Reno County  
Entrepreneur Ecosystem  
Partnership**

Revised: May 2022  
Original: April 2019

# Vision

Hutchinson and Reno County, Kansas, provide an inclusive ecosystem that inspires and supports innovators for a thriving economy.

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# Mission

Partners working to cultivate and celebrate the spirit of entrepreneurship and innovation in Hutchinson and Reno County, Kansas, through mentoring, networking, education, incubation, and funding to strengthen and grow the economic ecosystem.



Here in Hutchinson and Reno County, there is a legacy of innovation and entrepreneurship, and you can see it alive today. Numerous innovators planted roots in Reno County, improved the quality of life, created jobs, and expanded to draw business and attention to the region.

With the vision of providing an inclusive local system that inspires and supports innovators for a thriving economy in Reno County, the Entrepreneurship Task Force formed in December 2017 to understand the collective resources and challenges that drive or stifle the local entrepreneurial spirit and culture. After completing the original 2020-2025 Reno County Entrepreneurship Action Plan, the Task Force shifted into a more formal structure as the Reno County Entrepreneur Ecosystem Partnership (RCEEP).

RCEEP meets quarterly to strengthen relationships among ecosystem partners, assess and evaluate the health of the local entrepreneurial ecosystem on how well it is working to meet the partners' vision and mission, and advocate for policy, systems, and environment changes that improve the ecosystem's resilience, diversity, and accessibility.

## 2022 RCEEP Partners

Scott Cooley, Heartland Credit Union  
Dave Dukart, StartUp Hutch  
Daniel Friesen, Reno County Commission  
Oscar Garcia, RCB Bank  
Ryan Hvitlok, City of Hutchinson  
Dave Inskeep, Joe McGuire Insurance  
Michelle Inskeep, People's Bank & Trust  
Shane Iwashige, The Rock Group  
Lacie Janzen, Greater Hutch & Downtown Hutch  
Bryce McFarland, Hutchinson Community College  
Ciara Miller, NetWork Kansas  
Dave Mullins, Hutchinson Community College  
Aubrey Abbott Patterson, Hutchinson Community Foundation  
Lance Patterson, Boys & Girls Clubs of Hutchinson  
Jason Probst, Kansas House of Representatives  
Natalie Santonil, SCKEDD  
Lacy Stauffacher, Interfaith Housing & Community Services  
Abby Stockebrand, PrairieLand Partners  
Jackson Swearer, StartUp Hutch  
Debra Teufel, Hutchinson/Reno County Chamber of Commerce & Greater Hutch



# RCEEP TIMELINE



## 2017-2019

### Research & Planning

What started as a small group coffee about incubators turned into a Task Force that spent a year and a half researching peer cities, conducting a survey, hosting a town hall, and analyzing Reno County's strengths and gaps to develop a five-year action plan.

## 2020

### Activation

Upon securing funding to execute the Action Plan, the Quest Center for Entrepreneurs rebranded as StartUp Hutch, and Jackson Swearer was hired as the Entrepreneur Navigator. New education and networking events began online and in-person.

## 2021

### Evaluation

To assess the impact of the initial changes in the ecosystem and entrepreneurs' needs following the pandemic, RCEEP updated the strengths and gaps assessment and conducted a new survey, informing revisions to the five-year action plan.

## 2022

### Refocus & Strengthen

Entrepreneur engagement reaffirmed the directions to strengthen collaboration among partners and navigation of resources, improve the narrative around innovation and access in the county, and create diverse opportunities for connections and creative capital, starting with youth.

# The Process

To assess the entrepreneurial ecosystem, RCEEP conducted research in 2018 and again in 2021, which included a resource strengths and gap assessment, quantitative and qualitative data collection, and focus groups. This document, informed by that process, serves as an action plan toward developing the inclusive ecosystem we desire to enhance development and cooperation in ways that support entrepreneurs in the 21st century.

Our analysis identified three key leverage points for investment in the ecosystem—where there is pent-up energy for change, positive change already happening, and/or strong factors or dynamics that would create ripple effects downstream.

## Collaboration & Navigation

Leverage the Entrepreneur Navigator to catalyze public-private-philanthropic partnerships to create a seamless system of support for entrepreneurs and move toward a holistic economic development strategic plan for Hutchinson and Reno County.

## Strategic Communications

Tell the authentic story of Hutchinson and Reno County as a place where innovators take bold risks and thrive, with the support of an inclusive network of mentors and resource partners.

## Mentoring

Expand access to mentoring and diverse mentors to help entrepreneurs stay on the leading edge of a changing economy, and offer creative training and connection opportunities to potential and unlikely entrepreneurs.



# What we've learned

In comparing the results of the 2021 survey to the 2018 survey, we observed three key signs of progress, as well as three gaps that RCEEP needs to work to close.

## Signs of Progress

### Perception

Increases in perception of both quality of life and economic opportunity suggest that ongoing efforts to celebrate the stories of local entrepreneurs are working to improve the local narrative.

### Outreach

We saw an increase in entrepreneurs reaching out to StartUp Hutch and Hutch Chamber, suggesting that our ongoing efforts to improve awareness about resources is working.

### Assistance

Need for assistance and connections has decreased, suggesting that more entrepreneurs are satisfied with their access to resources and opportunities now.

## Opportunities for Growth

### Marketing Skills

Marketing remains the top current and future need for entrepreneurs, despite increased learning opportunities, due to rapidly changing technology and consumer trends.

### Access to Capital

The increased need for venture capital suggests further study is required to assess how to best connect local entrepreneurs to multiple lending models.

### Real Estate

Many businesses who currently rent are looking to purchase property, suggesting a continued need for resources to renovate existing buildings or build new commercial spaces for purchase.



# Collaboration & Navigation

In 2018, the data showed a need for human capital to make connections, a physical location for connections to happen, and an increased online presence. At the time, StartUp Hutch (formerly the Quest Center for Entrepreneurs) had one full-time staff member to provide business services to all current and potential entrepreneurs in the county, including business planning, sales projections, market research, and making connections to funding sources. Specifically, a "concierge" or Entrepreneur Navigator was needed to facilitate connections between entrepreneurs and mentors, funding, city planning and code enforcement, and resource providers.

## 01 Entrepreneur Navigator

Jackson Swearer was hired for this position at StartUp Hutch in April 2020, and he serves as the starting point for entrepreneurship in Reno County to spark the entrepreneurial spirit, increase the entrepreneur pipeline, and facilitate collaboration. The Navigator is also becoming known as the hub for business wealth-building and succession planning to keep strong businesses locally owned.

## 02 Public-Private-Philanthropic Partnerships

A strength of our entrepreneur ecosystem is the ample options for financing. The Navigator harnesses this strength to identify and stack financing options to maximize a project's potential, including facilitating participation loans and impact investments. This braiding of resources is also needed at the ecosystem partner scale, with growing interest in developing a holistic economic development strategic plan with multiple partners in the coming years.

## 03 Advocacy

RCEEP partners look for opportunities to advocate for improvements to the local regulatory environment to remove barriers for entry and redevelopment. This primarily involves maintaining a positive and collaborative relationship with local governments.

## 04 Creative Capital

A loan isn't the right solution for every entrepreneur, so RCEEP is exploring how to expand access to creative capital to meet diverse needs, like crowdfunding, grants, and venture capital.

# Strategic Communications

A consistent gap identified by entrepreneurs in 2018 was the lack of knowledge of the available resources, from training to funding. Reno County has many effective service providers that assist entrepreneurs, but we found that providers often struggle with communicating their services, programs, and resources to the right people at the right time. RCEEP is committed to creating an inclusive communications plan that supports all service providers with entrepreneurs' needs in mind.

## 01 Rebranding

The Quest Center for Entrepreneurs underwent a rebranding process to identify its unique role and value in the local entrepreneur ecosystem. The result was StartUp Hutch, "Reno County's rallying community for entrepreneurs, creating collisions and fostering collaborations to help new ventures take flight."

## 02 Tracking & Evaluation

StartUp Hutch has updated internal systems for improved record-keeping on entrepreneurs, their interactions, and their progress. The organization is also experimenting with multiple and regular surveys to entrepreneurs to assess the impact of events and services.

## 03 Attraction

A core part of the strategic communications plan has been highlighting stories that show Hutch and Reno County as friendly and welcoming to entrepreneurs and innovators. RCEEP has been working to authentically drive the narrative that this is a place with dynamic people, places, and ideas.

## 04 Storytelling

Downtown Hutch and StartUp Hutch have been showcasing the Faces of Entrepreneurship to illustrate the diversity of innovators in our community and inspire others to potentially see themselves as entrepreneurs.

# Mentoring

At the nexus of education and networking, RCEEP strives to provide entrepreneurs access to mentoring as a resource and knowledge-base of people that can help them succeed and grow, ultimately giving them the confidence and support to thrive. A system for networking and meeting with other innovators and entrepreneurs allows for the exchange of ideas and conversation in an environment conducive to connection and growth.

## 01 Diverse Mentors

Though there are platforms for formal mentorship connections via programs like SCORE, RCEEP continues to hear a need for out-of-the-box mentors with diverse skills and backgrounds who can help entrepreneurs adapt and innovate in a rapidly changing economy.

## 02 Quality Networks

Partners, led by StartUp Hutch and the Hutch Chamber, continue to find creative ways to connect entrepreneurs to one another through events, trainings, and natural collisions. Simply creating the time and the place (and the food and drink) for entrepreneurs to pause and connect strengthens the ecosystem and their networks of supporters and allies.

## 03 Dynamic Education

Desire for educational opportunities centers on marketing training for attracting and retaining customers and succession planning through the lens of business wealth-building. StartUp Hutch also continues to support trainings like Destination Bootcamp and the Ice House.

## 04 Young & Unlikely Entrepreneurs

Ultimately, if we want to grow entrepreneurs in Hutchinson and Reno County, we have to start young, inspiring the entrepreneur mindset and creating opportunities to generate and get feedback on business concepts. Similarly, RCEEP seeks to build on the talent and creativity at work in every corner of our communities by engaging "unlikely" entrepreneurs and equipping them with tools and relationships they may need to succeed.

# Needed Capacity & Funding

## YEARS 1 & 2 2020-2021

Support funding of StartUp Hutch and Hutch Chamber to collaboratively advance the action plan.

## YEARS 3 & 4 2022-2023

Support continued funding of StartUp Hutch and Hutch Chamber, with equal investment for StartUp Hutch by County, City, and Hutchinson Community Foundation.

## YEAR 5: 2024

Support continued funding of StartUp Hutch and Hutch Chamber, with emphasis on replacing StartUp Hutch grant funds from Hutchinson Community Foundation.

## BEYOND

Discussion among partners continues about developing a holistic economic development plan that includes a strong entrepreneur ecosystem as a key strategy for local economic growth.



# Thank You

## Reno County Entrepreneur Ecosystem Partnership

Together, we inspire and support  
innovators for a thriving local economy.



**Kari Mailloux, Hutchinson Community Foundation**  
RCEEP Convener & Facilitator

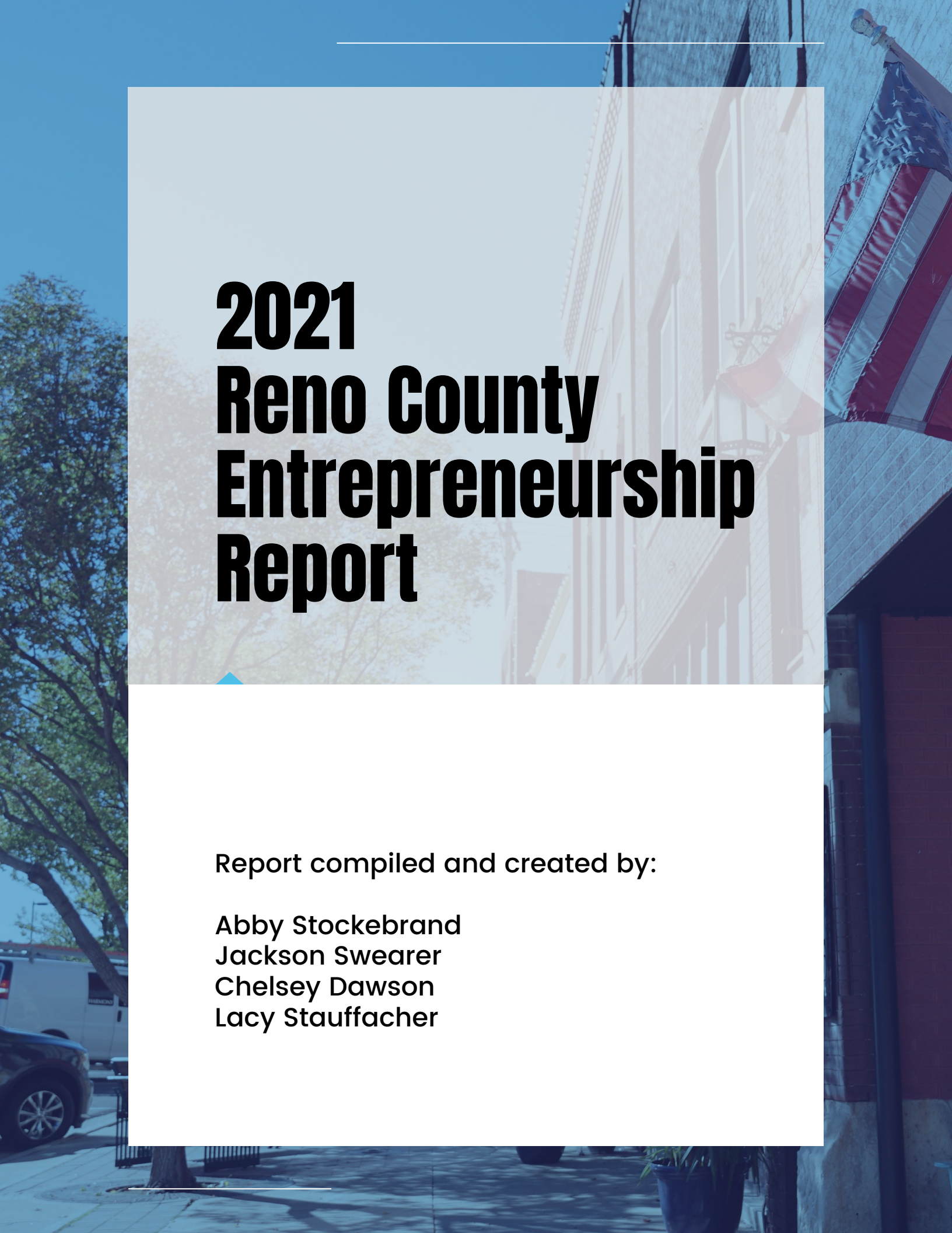


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# **2021 Reno County Entrepreneurship Report**

Report compiled and created by:

Abby Stockebrand  
Jackson Swearer  
Chelsey Dawson  
Lacy Stauffacher

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# 2018 – 2021 Entrepreneurship Survey Comparison

## Survey Participants

More established companies (those of 5+ years in business) participated in the 2021 survey compared to 2018. This could be due to 0-5 year businesses from 2018 becoming established companies.

Figure 1

	2018	2021	Change
Pre-Start Up	25%	18%	-7%
0-5 years	39%	35%	-3%
5+ years	37%	47%	10%

## Local Assistance

Between 2018 and 2021, there has been an increase in the percentage of respondents that have received assistance from StartUp Hutch (formerly the Quest Center for Entrepreneurs) and Greater Hutch / Hutchinson/Reno County Chamber of Commerce. Both organizations actively market to local businesses and entrepreneurs for their business assistance programs. The increase in assistance from the Small Business Administration (SBA) is likely due to the Paycheck Protection Program (PPP) and other COVID-19 relief programs administered by the SBA. The rebranding of StartUp Hutch, further differentiating it from Hutchinson Community College (HutchCC), is a likely cause of the decrease in outreach to HutchCC compared to 2018.

Figure 2

Have you ever received services from:					
Answer Choices	2018		2021		2018 - 2021 Change
StartUp Hutch (formerly the Quest Center)	37.93%	11	42%	10	4%
Local Banks	58.62%	17	33%	8	-25%
SBA (Small Business Administration)	3.45%	1	33%	8	30%
Greater Hutch / Hutchinson/Reno County Chamber of Commerce	10.34%	3	21%	5	10%
SCKEDD (South Central Kansas Economic Development District)	17.24%	5	8%	2	-9%
Network Kansas	10.34%	3	8%	2	-2%
Hutchinson Community College	24.14%	7	8%	2	-16%
SCORE	N/A	N/A	0%	0	N/A
Other (please specify)	13.79%	4	4%	1	-10%
	Answered	29	Answered	24	

## Current Assistance Needed

The need for venture capital has doubled since 2018. This proposes an opportunity for RCEEP to work with potential investors and non-traditional funding options for entrepreneurs. In addition, the decrease in people seeking out assistance from local banks could propose an opportunity for local lenders and additional lending stakeholders to collaborate and get creative on how to fund startups. Entrepreneurs also may be more aware and open to exploring non-traditional lending options. Marketing has consistently been the largest current and future (Figures 4 & 5) need for entrepreneurs.

Figure 3

Current Needs of the Business	2018	2021	2018 - 2021 Change
Venture Capital	4	8	4
Financing	5	5	0
Marketing	16	14	-2
Succession Planning	5	3	-2
Mentoring	11	7	-4
None	16	6	-10
Hiring	N/A	6	N/A
Legal	N/A	3	N/A

### Future Assistance Needed

Marketing continues to be a resource needed for entrepreneurs. Since 2018, the Hutch Chamber and StartUp Hutch have made a concerted effort to provide more marketing training for entrepreneurs and small business owners. Given that the need is still present, either those programs didn't reach those that needed it or, more likely, the speed of marketing and technology changing keeps companies in a continual learning pattern around marketing best practices. Results of a focus group held with a subset of survey respondents supported the conclusion that additional learning opportunities about marketing and digital skills are needed as business owners try to keep up with rapidly changing technology.

### Top Assistance Needed

Figure 4

What assistance could help your business in the future?	2021	
Marketing	50%	18
Access to capital	33%	12
Developing customers/new markets	33%	12
Business planning	31%	11

Figure 5

What assistance could help your business in the future?	2018	
Marketing	54%	19
Access to capital	34%	12
Education and training for entrepreneurs	31%	11
Legal Assistance	31%	11

### Change in Future Assistance Needed

Figure 6 shows the change in future assistance.

The decrease in assistance needed from 2018 to 2021 could have been due to the efforts of StartUp Hutch and the Hutch Chamber to engage and connect entrepreneurs in networking events and training.

Figure 6 shows that in the future, there will be an increased need for mentors. Pairing this information with Figure 2 stating no one has received assistance from the SCORE organization, this may indicate a further need for awareness and mentoring services as a part of the entrepreneur ecosystem.

Increasing assistance needs are shown with a positive percentage; decreasing assistance needs are shown with negative percentages.

What assistance could help your business in the future?	2018 - 2021 Change
Business planning	8%
Access to mentors	5%
Developing customers/new markets	5%
Access to capital	-1%
Other (please specify)	-3%
Plans to sell/transition the business	-3%
Assistance with resources	-3%
Employee recruitment	-3%
Marketing	-4%
Inventory management	-6%
Financial management	-6%
Employee training	-9%
Building improvements	-9%
Finding suitable building/property	-15%
Education and training for entrepreneurs	-15%
Connecting with other entrepreneurs	-17%
Legal Assistance	-23%

Figure 6

### Future Challenges

Marketing/attracting and retaining new customers has remained as the top challenge for entrepreneurs to continue to overcome.

Figure 7

What challenges do you foresee in the next 1-2 years?	2021	
Marketing/Attracting and retaining new customers	46%	17
Cost of labor	32%	12
Lack of available skilled workforce	30%	11
Weak local/national economy	27%	10

Figure 8

What challenges do you foresee in the next 1-2 years?	2018	
Marketing/Attracting and retaining new customers	49%	17
Taxes	37%	13
Government regulatory issues	37%	13
Generating cash flow and/or containing costs	34%	12

### Percentage Change in Future Challenges

Figure 9 below shows the percentage difference from 2018 – 2021 Entrepreneurship Survey results related to upcoming challenges anticipated by entrepreneurs.

Increasing challenges are shown with a positive percentage; decreasing challenges are shown with negative percentages.

What challenges do you foresee in the next 1-2 years?	2018 - 2021 Change
Cost of labor	10%
Don't know steps/processes needed to expand	8%
Obtaining credit or financing	8%
Adapting/changing technologies	7%
Lack of available skilled workforce	4%
Uncertainty in the current market demands	2%
Weak local/national economy	1%
Marketing/Attracting and retaining new customers	-3%
Other (please specify)	-3%
Barriers to entering new markets	-3%
Cost of employee benefits	-4%
Changing business structure and management	-6%
Access to higher-speed internet	-6%
Competition to existing markets	-7%
Insufficient space at current location	-7%
Taxes	-13%
Generating cash flow and/or containing costs	-18%
Government regulatory issues	-18%

Figure 9

### Quality of Life Perception Comparison

Overall, perceptions of quality of life factors are up 6% since 2018. In Figure 10, many factors made significant jumps from 2018, including the perception that there is economic opportunity in Reno County.

Quality of Life Factor	2021 - 2018 Change
Economic Opportunity	23%
Healthcare System	14%
Overall QOL	13%
Support Networks	9%
Place to Raise a Family	8%
Safety	7%
Place to Retire	3%
Equal Opportunities	1%
Ability to Affect Change	-2%
Mutual Trust	-2%
Civic Engagement	-6%

Figure 10

## 2021 Findings

---

### Summary

There were 51 total participants, 42 of which had a current business, and 9 participants in a pre-startup phase. The survey participants were generally optimistic toward the future of their company and Reno County as a place to do business.

- 67% are expecting to gain headcount in the next 1-2 years
- 95% expect an increase in sales
- 93% expect to expand their facilities
- The quality of life factors satisfaction rate is 63%

### Survey Participants

Stage of Business

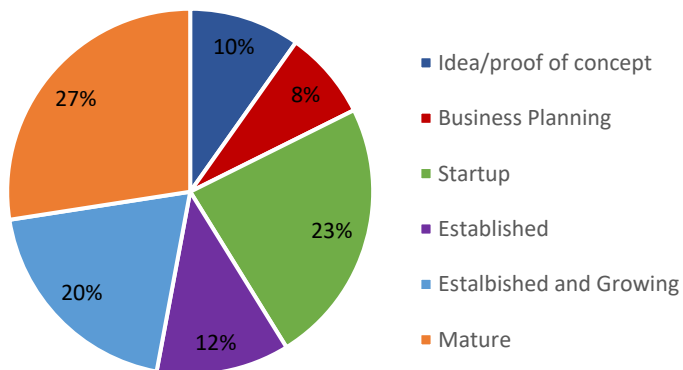


Figure A

### Years Lived in Reno County

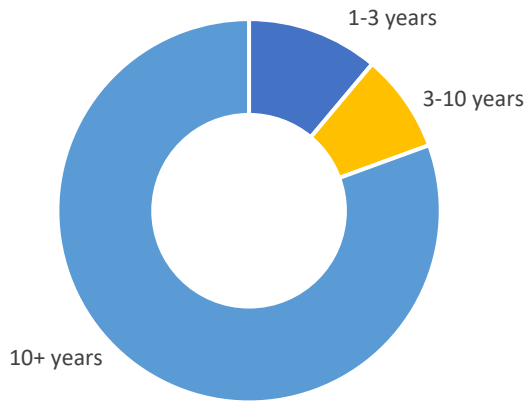


Figure B

### Age

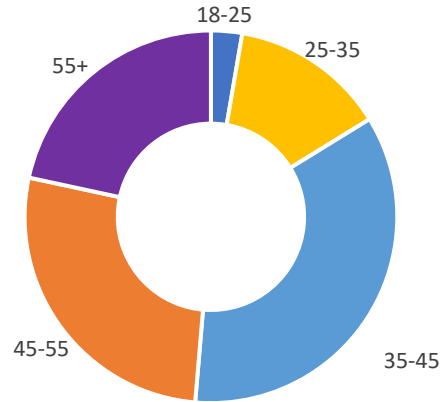
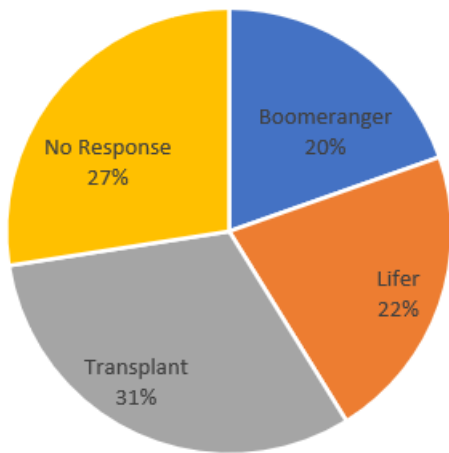


Figure C

### How they came to Reno County



Boomeranger: Someone from Reno County, moved away for a reason other than schooling, and then moved back to Reno County

Lifer: Someone from Reno County and has never left other than for schooling

Transplant: Someone not originally from Reno County

Figure D



## Employment

The survey respondents reported a collective 154 full time positions and 105 part time positions. Reporting companies averaged 5 employees, the largest company reporting 30 employees. Established companies looking to grow or with steady revenue accounted for a large majority of the total employees represented. In addition, those same stage of company projects said they will increase employees in the next 1-2 years.

Employment Trends			
Increase	26	Early Stage: 0-5 years, getting established	7
		Early Stage: 1-5 years, expanding	3
		Established: 5+ years with steady revenue	10
		Established: 5+ years, expanding now or in the near future	6
		Established: 5+ years with declining revenues OR owners beginning succession planning	0
Stay the Same	13	Early Stage: 0-5 years, getting established	3
		Early Stage: 1-5 years, expanding	3
		Established: 5+ years with steady revenue	3
		Established: 5+ years, expanding now or in the near future	3
		Established: 5+ years with declining revenues OR owners beginning succession planning	1

Figure E

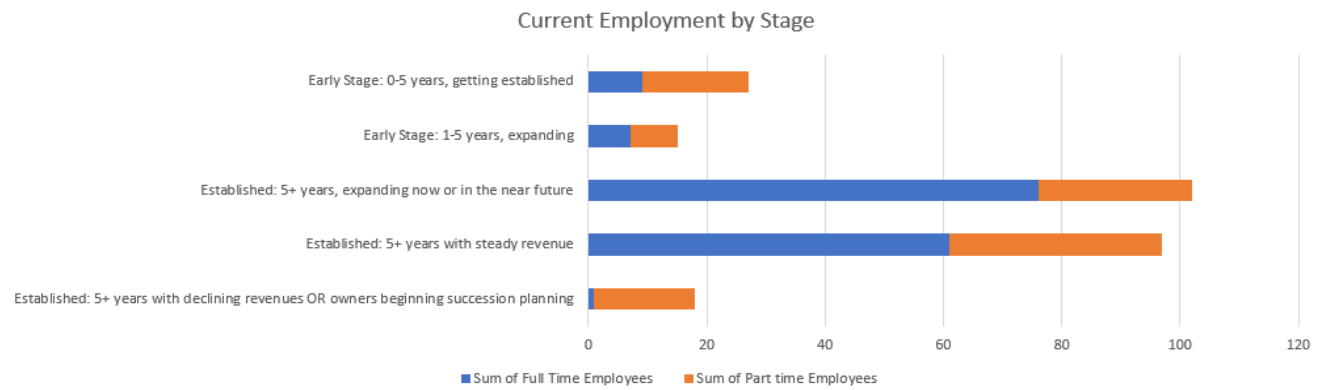


Figure F

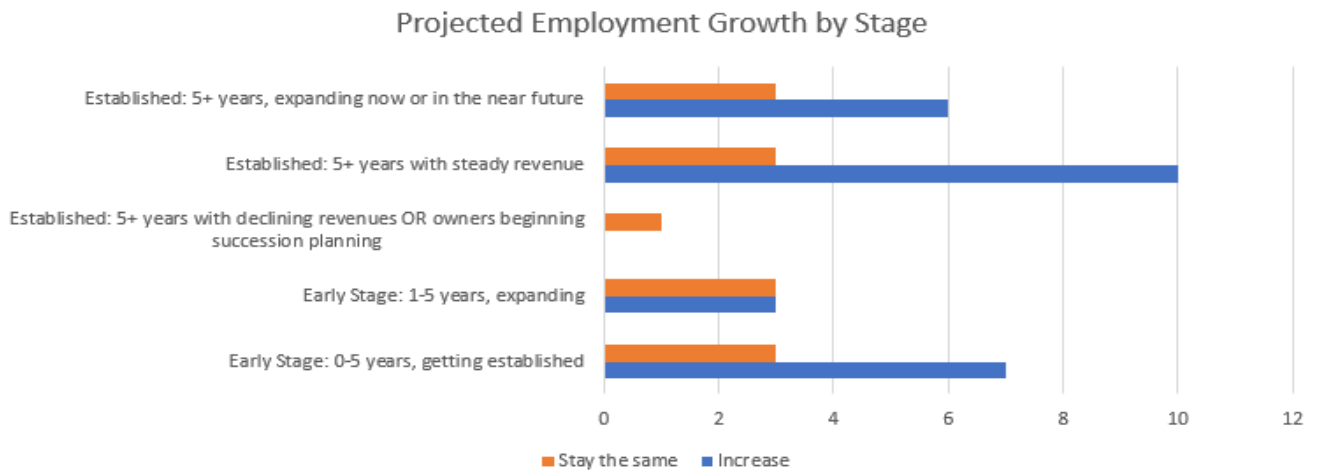


Figure G

## Projected Sales Growth

Sales Trends			
Increase	37	Early Stage: 0-5 years, getting established	10
		Early Stage: 1-5 years, expanding	6
		Established: 5+ years with steady revenue	11
		Established: 5+ years, expanding now or in the near future	9
		Established: 5+ years with declining revenues OR owners beginning succession planning	1
Stay the Same	2	Early Stage: 0-5 years, getting established	0
		Early Stage: 1-5 years, expanding	0
		Established: 5+ years with steady revenue	2
		Established: 5+ years, expanding now or in the near future	0
		Established: 5+ years with declining revenues OR owners beginning succession planning	0

Figure H

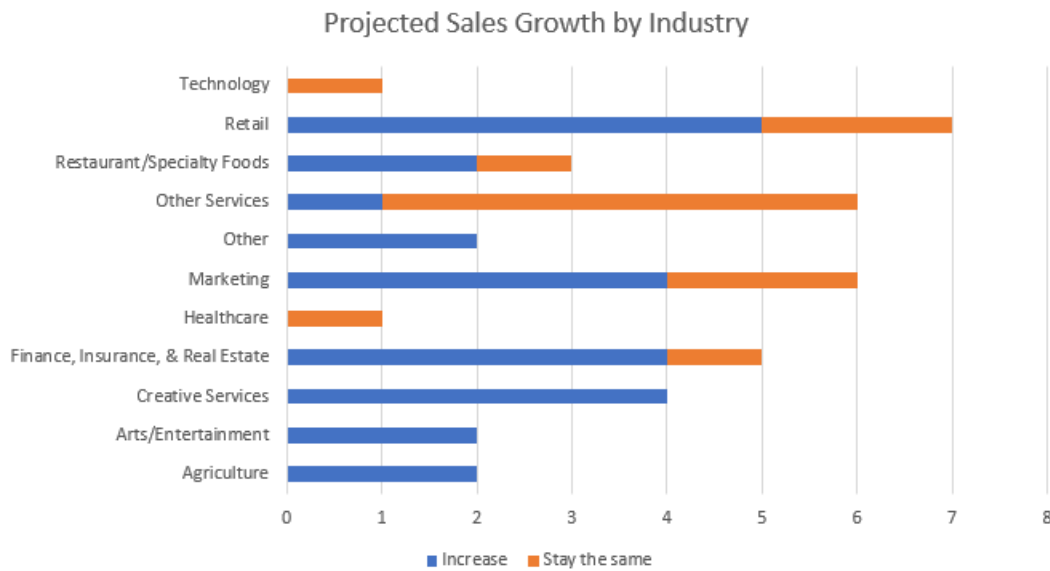


Figure I

## Future Facility Needs

What are your future plans for the business in the next 1-2 years?		
Expand my current facility	50%	15
Expand into another facility in Reno County	30%	9
Expand into another facility outside of Reno County	13%	4
Downsize	0%	0
Close or Sell the business	3%	1
Relocate	3%	1
	Answered	30

Figure J

## Current and Preferred Workspace

As shown in Figure K, just over one third of businesses own their own workspace, while just under one third lease their workspace. In addition, one of the respondents indicated they divide their working time between their own facility and remote work, while another divided their workforce between remote work and a leased facility.

Of the 35 respondents, 21 want to stay in their current situation. One who was working remotely wanted to own their own facility and 13 that were leasing indicated their interest in owning their own facility.

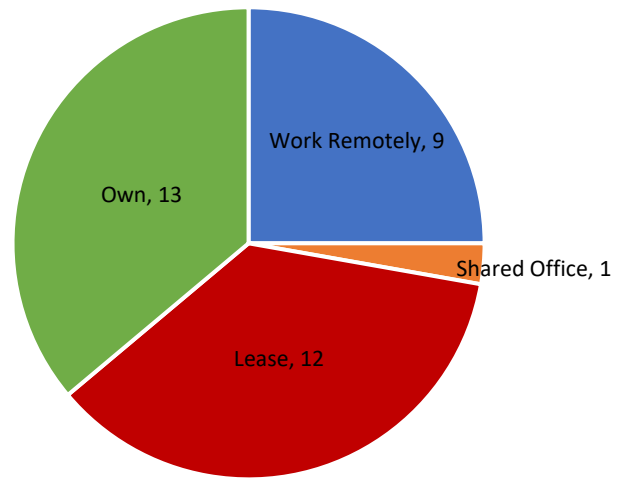


Figure K

## Business Assistance

Have you sought out business assistance?

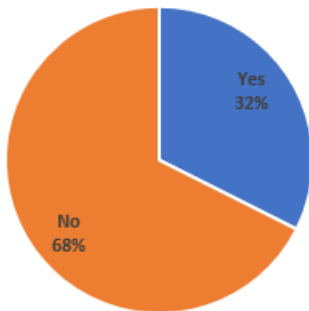


Figure L

If yes, what assistance?	2018	2021
Financing	8	8
Business plan	8	3
Marketing	6	2
Business Coaching	3	3

Figure M

What are the current needs of your business?

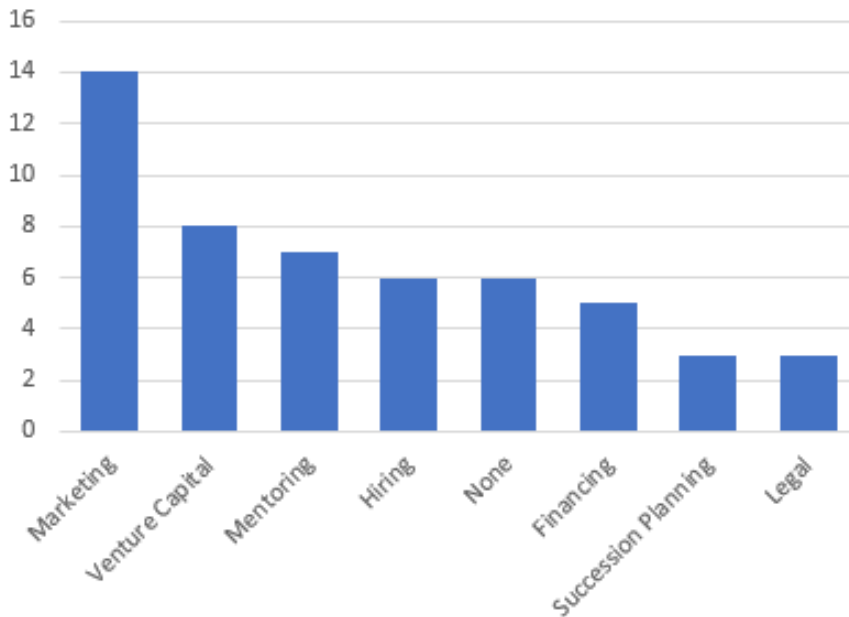


Figure N

### Quality of Life Perception

Each quality of life factor listed in Figure O was rated on a 1-5 scale, 5 being high satisfaction. Average is shown by the bold line below. The survey respondents showed that overall, Reno County is above average in quality of life factors, with a “great place to raise a family” as the most satisfactory factor.

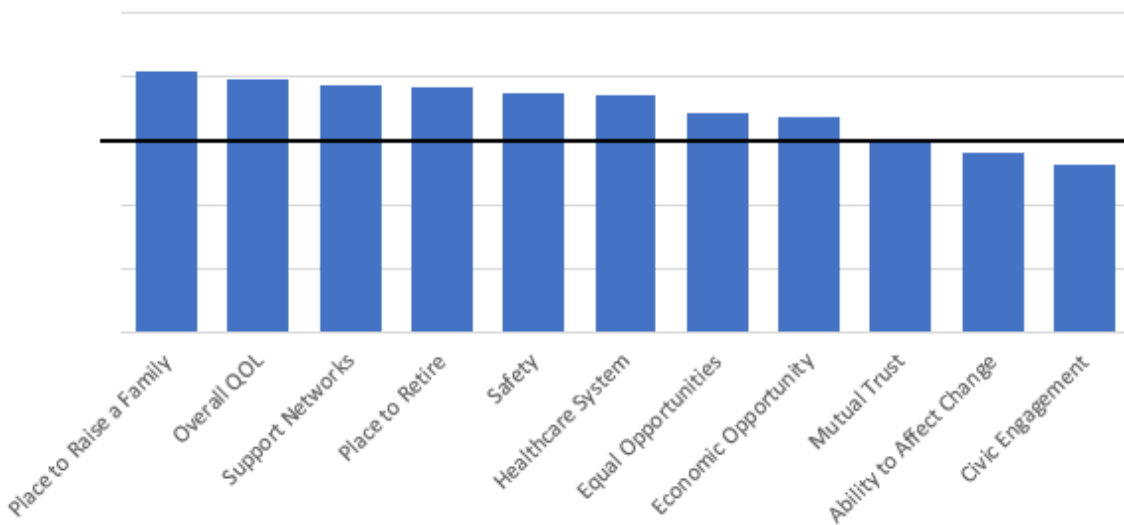


Figure O

# E-SHIP ACTION PLAN METRICS DASHBOARD



**NEW BUSINESS STARTUPS**

**5**

GOAL:  
5/year



**NEW BUSINESS GROWTH & INVESTMENT**

**\$475,000**

GOAL:  
\$200,000 loaned through loan funds



**NET JOB CREATION**

**46**

GOAL:  
50 FTE/year

**Entrepreneurs/  
Businesses  
Engaged**

**69**

GOAL:  
50/year

**Attendees at  
eEvents**

**273**

GOAL:  
70/year

**Double Dare  
Awards**

**15**

GOAL:  
12/year

**Successful  
Business  
Successions**

**2**

GOAL:  
3/year

**Quality of Jobs  
Being Created**

**8**

GOAL:  
25 FTE/year  
Jobs over \$15/hour

**Middle-High School  
Students Participate in  
Entrepreneurial  
Activities**

**15**

GOAL:  
30/year

## SUCCESS STORIES

Mark and Kristy Kidd are problem solvers.

When the Kidds noticed that more and more manufacturing jobs were moving overseas, they took matters into their own hands. With the purchase of Machine Design Services in 2018, the Kidds leveraged their extensive background in manufacturing and began growing the company, keeping work local rather than going overseas.

This is no small feat. While Mark is a seasoned machinist, finding others who are trained to do a project from conception to completion was difficult. "Machining in general is a lost art," Kristy Kidd said. "There aren't a lot of qualified machinists that can do a job from start to finish because generally it isn't taught that way now. People learn how to put the part in the machine, and they push a button, but someone else is doing the programming. We think it's important to know the whole process."

To ensure their team would have the proper training, the Kidds started an apprenticeship program in partnership with Hutchinson Community College. They have one apprentice machinist in the program now. "We are so proud of the commitment that he has made to work hard both in the class and on the job," said Kristy.

**-Machine Design Services**



## AGENDA ITEM

## **AGENDA ITEM #7.B**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Patrick Hoffman, County Counselor

**AGENDA TOPIC:**

Joint Venture Agreement with Interfaith Housing for a development project in Hutchinson, Kansas.

**SUMMARY & BACKGROUND OF TOPIC:**

A proposal by Interfaith Housing was presented to the commission at the July 19, 2022, meeting. Attached documents explain the proposal. Reno County commissioners supported the project if there were no additional costs to the county. The commission asked county counsel to provide an agreement for their review. Attached is the recommended agreement.

**ALL OPTIONS:**

1. Approve the Joint Venture Agreement and Authorize County Administrator Randy Partington to sign said agreement.
2. Send back to staff for revisions to be presented to the Board at a future agenda date.
3. Deny the agreement

**RECOMMENDATION / REQUEST:**

Approve the Joint Venture Agreement and authorize County Administrator Randy Partington to sign said Agreement.

## JOINT VENTURE AGREEMENT

**THIS JOINT VENTURE AGREEMENT** (the “Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_, 2022 by and between the governing body of Reno County KS (“Reno”) and Interfaith Housing & Community Services, Inc., a Kansas non-profit corporation (“Interfaith”) (Reno and Interfaith are collectively referred to herein as the “Parties”).

**WHEREAS**, this Agreement sets out the terms of a development arrangement by which the Parties desire to collaborate on a certain redevelopment project located in Hutchinson, Kansas (the “Joint Venture”); and

**WHEREAS**, Interfaith is, among other things, in the business housing development and community sustainability; and Reno has an interest in alleviating blight and remediating environmental conditions within the County, as well as improving housing availability and encouraging economic development;

**WHEREAS**, the Parties desire to enter into this Agreement for purposes of creating an understanding between the Parties with respect to potential EPA funded environmental remediation work for the property located at 500 West 20<sup>th</sup> Avenue Hutchinson, Kansas (the “Project”); and

**WHEREAS**, the Interfaith intends to pursue environmental remediation funding for the Project in the form of a clean grant through the Environmental Protection Agency (“EPA”), as described in Exhibit A, and a condition of that grant is that the Project owner be a government entity such as Reno;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

### 1) **OBLIGATIONS.**

a) **Obligations of Interfaith.** Interfaith as a qualified Community Housing Development Organization and will provide all services necessary to complete the EPA Cleanup Grant application (the “Application”) for the Project for the 2022 EPA allocation cycle. Interfaith will indefinitely provide all financial guarantees and satisfy all carrying costs associated with the Project. Furthermore Interfaith will provide the following services:

- i) Indefinitely maintain all required liability insurance for Project and/or reimburse Reno for actual insurance costs incurred.
- ii) Interfaith shall name Reno as an additional insured for any insurance policy covering this project, and/or shall pay directly or reimburse Reno for the premium cost for an insurance policy rider for this project covering Reno to the same limits as Reno’s other

insurance coverage. In the event of any claim, Interfaith shall reimburse Reno for any deductible paid by Reno.

- iii) Interfaith shall be responsible for all ongoing site security, cleanup and lawn care services.
- iv) Interfaith shall complete all EPA Applications on Reno's behalf, included but not limited to: Feasibility studies, market analysis, and contractor bid work, post cleanup project outcomes, inspector and contractor logistics. The Reno County Administrator shall be authorized to sign any applications which require Reno's signature.
- v) Interfaith shall assume all project financial liability from the initial planning stage through the EPA cleanup activities including, but not limited to, financial guarantees;
- vi) Interfaith will work directly with Kansas Department of Health and Environment ("KDHE") to update the required Phase 1 Environmental Review prior to Application submission;

**b) Obligations of Reno.** Reno shall accept a quitclaim deed for the property located at 500 W 20<sup>th</sup> Hutchinson, Kansas. The legal description of that property shall be reviewed and approved by Reno prior to filing. Reno will specifically provide the following services for purposes of finalizing the Application:

- (i) Reno shall assist with obtaining supporting documents and other information as it pertains to the full EPA Application.
- (ii) Reno shall review all agreements, contracts and reports for accuracy and legal sufficiency.
- (iii) If needed, Reno shall provide input for the Application and throughout the various stages of the Project

**c)** If the Application results in an award from the EPA, to the extent such activities have not already been undertaken by the Parties prior to the award of EPA, Interfaith will be solely responsible to provide the following services:

- (i) Coordinate with Project consultants during the due diligence process including general contractors, architects, engineers, appraisers, market analysts, surveyors, and title companies, as necessary;
- (ii) Review all due diligence material related to the Project;
- (iii) Monitor the performance of the Project, making recommendations for approval of such changes, as it believes may be in the best interest of the Joint Venture;



(iv) Furnish such consultation and advice relating to the construction and development of the Project as may be reasonably requested;

(iv) Facilitate, along with Reno, the timely completion of construction or rehabilitation of the Project in accordance with the approved plans and specifications and the time schedules for such completion;

d) If the Application does not result in an award from EPA, or does not result in an award from EPA sufficient to complete the project, Reno shall immediately file a quit claim deed of the property at 500 W. 20<sup>th</sup> Street, Hutchinson KS to Interfaith, and Reno's obligations to Interfaith under this agreement shall immediately cease.

e) **Pre-development Obligations.**

Interfaith shall satisfy all Pre-Development Costs incurred in connection with the Application and the Project. Contracts for the Pre-Development Costs must be approved by both Parties before any service providers are engaged. The Pre-Development Costs shall be paid as they are incurred. Any Pre-Development Costs advanced by Interfaith shall be repaid in full upon the closing on the EPA financing. As used herein, "Pre-Development Costs" shall mean all costs approved by the Parties in the Preliminary Budget or otherwise pursuant to the term of this Agreement for the pre-development planning of the Project as described in Sections 1(a)-(b) above. Reno County shall have no responsibility for any Pre-Development Costs Interfaith declines to pay.

2) **MEETINGS AND REPORTING.**

a) **Reporting.** The Parties are required to report to each other on the performance of their obligations and the status of the Project under this Agreement at monthly intervals, or as reasonably requested by the other Party during the Term of this Agreement.

b) **Meetings.** The Parties agree to participate in telephone calls as needed, and in in-person meetings at either Party's reasonable request.

3) **COMMENCEMENT AND TERM.**

a) **Commencement.** This Agreement commences and becomes binding upon the effective date of this Agreement, and terminates at the conclusion of the Term hereof ("Termination"). Notwithstanding the below, the Parties intend to work together in good faith to clean up all environmental issues at the Project in preparation for future redevelopment of the structure and/or site.

b) **Term.** The term of this Agreement shall begin on the date first set forth above, and shall remain in full force and effect for the 2022 EPA Application period (the "Term"), terminating 60 days after notification that either the Application did not receive funding or

completion of the Project to include final EPA inspections. The parties agree that if the project is unsuccessful in obtaining an award in the 2022 EPA Application period this Agreement shall be terminated upon the filing of a quit claim deed from Reno to Interfaith for the 500 W. 20<sup>th</sup> Hutchinson KS property and Reno shall be under no obligation to enter into any future discussions or agreements with regard to the Project.

**4) Termination.**

- A) If Interfaith becomes insolvent or breaches this agreement and fails to cure such breach within thirty (30) days after written notice, Reno shall be entitled to terminate this Agreement upon written notice to Interfaith. Upon termination, Interfaith would accept a quitclaim deed to the property and assume all liability and incumbrance which might exist.
  - i) **Effect of Termination on Interfaith's Right to Pursue the Project.** Notwithstanding anything in this Agreement to the contrary, Interfaith shall have the right to pursue the Project independent of Reno after the termination of this Agreement.
- b) If EPA rejects or fails to approve the grant application Reno may terminate its involvement with this project upon giving Interfaith notice.
- c) As soon as the EPA cleanup portion of this project is completed, Reno County shall convey by quit claim deed this property to Interfaith or an entity identified in writing by Interfaith. Upon execution of such a quit claim deed Reno County's involvement shall be complete.

**5) GOVERNING LAW AND JURISDICTION.**

- a) **Governing Law.** This Agreement is, and all negotiations and any legal agreements prepared in connection with the Joint Venture, and any dispute or claim arising out of or in connection with them or their formation shall be governed by, and construed in accordance with the laws of the State of Kansas.
- b) **Jurisdiction.** The Parties irrevocably agree that a court of competent jurisdiction of Reno County, Kansas shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement and negotiations relating to the proposed Joint Venture or their subject matter or formation.

**6) REPRESENTATIONS.**

- a) Each Party represents and warrants that no conflict of interest exists as it relates to this project or is anticipated relevant to its role in this Agreement or the Project. If a conflict of interest arises, the Party affected will notify the other Party immediately and the Parties will seek to resolve the conflict to ensure that the successful performance of the Project is not jeopardized

- b) Each Party represents and warrants that it has not been debarred from any EPA or housing-related assistance program by any federal agency.

7) **CONFIDENTIALITY.**

a) **Disclosure of Confidential Information.** “Confidential Information” means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the Parties before, on, or after the date of this Agreement relating to the business, technology, or other affairs of any Party. No Confidential Information may be disclosed by either Party to any person except:

- i) Representatives of the recipient of the Confidential Information or its related entities requiring the information for the purposes of this Agreement; or
- ii) With the written consent of the Party who supplied the information which consent may be given or withheld in its absolute discretion; or
- iii) If either Party is required to do so by law; or
- iv) If either Party is required to do so in connection with legal proceedings related to this Agreement; or
- v) To either Parties’ legal representatives or accountants; or

Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the recipient through no action or inaction of the recipient; (iii) is already in the possession of the recipient at the time of disclosure by the disclosing party as shown by the recipient’s files and records immediately prior to the time of disclosure, or as demonstrated by other competent evidence; (iv) is obtained by the recipient from a third party without a breach of the recipient’s obligations of confidentiality; (v) is independently developed by the recipient without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the recipient’s possession; or (vi) is required by law to be disclosed by the recipient, provided that the recipient gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure, such assistance shall be at the disclosing party’s expense

b) **Use of Confidential Information.** A party who has received Confidential Information from another under this Agreement must not use it except for the purpose of exercising its rights or performing its obligations under this Agreement.

- c) **Return of Confidential Information.** A Party who has received Confidential Information from another under this Agreement must, on the request of the other Party, immediately deliver to that Party all documents or other materials containing or referring to that information which are in its possession, power, or control in the possession, power, or control of persons who have received Confidential Information from it under this Section.
- d) **Termination.** This Section 7 (“Confidentiality”) will survive termination (for whatever reason) of this Agreement, and is legally binding and enforceable.

8) **GENERAL.**

- a) **Variation and Waiver.** A provision of this Agreement or a right created under it, may not be waived or varied except in writing (signed or duly executed) by the Party or Parties to be bound.
- b) **Notices.** All notices provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by delivering the same in person to such party, by prepaid telegram or telex, or by facsimile copy transmission with proof of delivery. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Interfaith:	Interfaith Housing & Community Services, Inc. Attn: Clint Nelson PO Box 1987 Hutchinson, Kansas 67504
-------------------	--

If to Reno:	Reno County Attn: Randy Partington 206 W. 1 <sup>st</sup> Avenue Hutchinson, KS 67501
-------------	--

Any party hereto may change its address for notice by giving three (3) days prior written notice thereof to the other party.

- c) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Either or all Parties may execute this Agreement by facsimile signature or scanned signature in PDF format, and any such facsimile signature or scanned signature, if identified, legible and complete, shall be deemed an original signature and each of the Parties is hereby authorized to rely thereon.

- d) **Insurance.** The Parties have separate insurance policies with respect to the performance of their obligations under this Agreement, and there is no intent by either Party to look to the other Party for coverage.
- e) **Costs.** Each Party is responsible for its own costs in connection with the negotiation and preparation of this Agreement and completion of any related documents.
- f) **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings, and negotiations of that subject matter.
- g) **Attorneys' Fees.** Each party shall bear its own attorney's fees and all other litigation expenses in any legal proceeding brought under or with relation to this Agreement.
- h) **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

9) **WAIVER OF JURY TRIAL.** EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

10) **Other terms.**

- a) Interfaith shall provide all services related to the EPA Application, included but not limited to: Feasibility studies, market analysis, and contractor bid work, inspections, contractor logistics, post cleanup project outcomes (demolition/redevelopment/liquidation).
- b) Interfaith shall be assured a right of first refusal to accept the property on quitclaim deed upon the completion of the EPA cleanup activities and full environmental clearance of the structure.

SIGNATURE PAGE  
to Joint Venture Agreement

IN WITNESS WHEREOF, the Parties hereto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

RENO COUNTY

By: \_\_\_\_\_  
Randy Partington, Reno Administrator

INTERFAITH HOUSING & COMMUNITY  
SERVICES, INC.

By: \_\_\_\_\_  
Clint Nelson, Director of Housing Development

**EXHIBIT A**

EPA Cleanup Grant Application (full version)

***“Forthcoming July 2022”***

**EXHIBIT B**

Concept redevelopment proposals

***“Forthcoming July 2022”***





INTERFAITH HOUSING &  
COMMUNITY SERVICES, INC.

*Helping hands helping people.*

Mr. Randy Partington-

In good faith, Interfaith Housing & Community Services, Inc. respectfully requests to enter into a Joint Venture Agreement with Reno County, in pursuit of a 2022 EPA funding award. Since June 2016, Interfaith has been the sole owner of the former St. Elizabeth Hospital located at 500 West 20<sup>th</sup> Avenue in Hutchinson, KS. We have experienced two non-awarded Kansas Housing Resources Corporation grants and are now resolved to secure a 2022 EPA grant keyed on full environmental remediation of the 55,000sq ft. structure. Throughout the application process and proposed remediation activities, Interfaith offers the following guarantees:

- *Interfaith will satisfy all expenses associated with the EPA application and preliminary requirements*
- *Interfaith will make reasonable efforts to maintain building and site security at all times*
- *Interfaith will maintain an active hazard and liability insurance endorsement*
- *Interfaith will complete the full 2022 EPA application and work directly with the EPA Region 7 and Kansas Department of Health and Environment throughout the process*

Through the Federal Bipartisan Infrastructure Bill, the EPA received an additional \$1.5 billion to the U.S. Brownfields program. For our St. Elizabeth project, this affords us a singular opportunity to apply for up to \$5 million while the cost share requirement has also been completely eliminated. In its current state, the St. Elizabeth property has been reduced to land value only and does little to benefit the overall county tax base. Additionally, the deteriorating structure poses an ever-increasing risk to the neighborhood and to the overly adventurous youth making their way into the building.

Following the EPA funded remediation work, we conceptually have no less than three available redevelopment options to truly reinvent this site into a strong community asset and a positive boost to the overall desirability of the neighborhood. Please find additional detail within the attached Joint Venture Agreement.

Respectfully-

Clint Nelson  
Director of Housing Development



### 7.19.22 Reno County Commission: 2022 EPA Cleanup Grant

- IHCS timeline history with 500 W. 20<sup>th</sup> site
  - 2016 Accepted property by donation
  - 2018 partnership agreement w/ experienced local developer
  - 2019/2020 two non-awarded LIHTC funding submissions
  - 2020 received 4 quotes for demolition and site work
  - 2020 began working with KDHE on environmental concerns
  - 2021/2022 engineering and environmental reviews leading up to EPA Grant cycle
  
- EPA has a \$1.5B boost through the federal Infrastructure Investment and Jobs Act
  - Up to \$5M per cleanup grant w/ no cost share
  - Interfaith is not eligible to act as the EPA applicant
  - Interfaith will complete full grant application and required exhibits on behalf of county
  - Interfaith currently has two potential redevelopment concepts
  - Completed: ABCA and Phase1 updated for new owner fully funded by KDHE
  - Grant cycle open Sept-Nov w/ awards announced in Jan2023
  - 5% allowable for in-direct costs
  
- Upon EPA funding award
  - KDHE will offer an agreement to allow access to their full contractor list
  - Interfaith will work directly with Reno County from RFP through completion and environmental clearance certification
  - Interfaith will resume ownership following EPA funded abatement process
  - Interfaith will continue proactive work on demolition and/or redevelopment strategies



## **AGENDA ITEM**

## **AGENDA ITEM #7.C**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Michael Plank, County Appraiser

**AGENDA TOPIC:**  
Appraiser's Annual Report

**RECOMMENDATION / REQUEST:**  
Acknowledge receipt of Annual Report



**RENO COUNTY**  
125 West First Ave.  
Hutchinson, Kansas 67501  
(620) 694-2915  
Fax: (620) 694-2987

## AGENDA ITEM

**Agenda Date:** July 26, 2022

**Presented by:** Michael Plank, County Appraiser

**Agenda Topic:** Reno County Appraiser Annual Update

**Recommendation / Request:** Acknowledge receipt of Annual Update

### Executive Summary:

- Despite the recent rise in mortgage interest rates, demand remains high and the current real estate market continues to trend up for Reno County. The total number of residential sales in 2021 was the highest in the last 15 years, and 2022 is on pace to nearly match the number of sales in 2021.

<u>Year</u>	<u>Class</u>	<u># Valid Sales</u>	<u>AV SP</u>	<u>% Change</u>
2019	Residential	809	\$146,927	10.49%
2020	Residential	855	\$154,848	5.39%
2021	Residential	898	\$167,280	8.03%
*2022	Residential	273	\$187,489	12.08%

- Inflation and the rising cost of materials has affected the housing market as well, driving costs up for remodels and new construction. Cost tables (supplied by the state) are projected to increase 14% over 2021.
- The appraisal staff continues to serve the county competently and efficiently as they work through the sales load, state-mandated 17% review, miscellaneous permits, appeals, splits and combos, and personal property renditions.
- The county expects to be in “substantial compliance” regarding its appraisals with the Kansas Department of Revenue, Property Valuation Division (PVD) once that annual report is released later this summer.



## AGENDA ITEM #7.D

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

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To: County Commission  
From: Randy Partington  
Date: July 26, 2022  
RE: **2023 County Budget**

Reno County began working on the 2023 requests in February, beginning with their capital requests, followed by operating requests. Direction at the time for departments was to keep the budget requests as flat as possible. During this time, human resources and administration worked on the personnel budgeting piece. Personnel budgets for each department have two separate line items depicted as 1% for Cost-of-Living Adjustment (COLA) and 2.5% for Pay for Performance (PFP). Every 1% of salary increase in the 2023 budget equals \$181,354. The COLA does not fully cover current inflation rates but is an amount that will also increase all of the pay ranges by the same percent. The overall budget for tax levied funds is \$51,962,982, compared with \$47,878,719 in 2022. The mill levy rate for the first presented budget is 39.475, compared with 39.498 for 2022.

Attached is the summary sheet for the county budget. The first is an expenditure summary by department and fund that indicates the amount spent during previous years, along with the recommended budget. The other summary is the budget hearing notice summary page from the county's State of Kansas budget form. Below is a quick explanation of each summary.

The expenditure summary by department and fund lists the operating departments and funds for Reno County. Included are actual expenditures for 2020 and 2021, followed by the 2022 budget and 2023 recommended amounts. Below is a quick explanation of the spreadsheet.

- Shown on the right side of the spreadsheet are columns that highlight the expenditure difference by fund and the ad valorem amount change for each fund in 2023.
- Highlighted in orange are the percent of overall expenditure increases and percent increase in ad valorem taxes.
  - The expenditures requested raised by 8.5%, while the ad valorem taxes would raise by 5.4%.
  - The estimated assessed valuation increased by 5.5%, resulting in the recommended mill levy rate decreasing by .06%.
- The recommended maximum budget for the commission has a small decrease in the mill levy and is over the Revenue Neutral Rate (RNR).

The state budget form summary sheet lists past expenditures and tax rates by fund. At the bottom of the page, the form lists the assessed valuation amounts and total taxes levied for 2021 budget and 2022 budget. The 2023 budget information for expenditures is based on the recommended/requested budget. The 2023 budget book was provided to the commission at the last meeting. Below is a link to the budget book.

<https://www.renogov.org/DocumentCenter/View/10301/2023-BUDGET-BOOK?bidId=>

At the July 19, 2023, commission meeting, it was requested to place on the agenda the budget document for further discussions. The 2023 budget information provided here has not changed since last week.

## 2023 Expenditure Summary by Department/Fund

Fund	Department	2020 Actual	2021 Actual	2022 Budget	2023 Recommended	Difference	Ad Valorem Change
General	Commission	\$56,617	\$60,726	\$60,100	\$60,850	\$750	
General	Clerk	\$233,277	\$253,873	\$306,956	\$315,977	\$9,021	
General	Elections	\$431,648	\$242,329	\$388,914	\$388,878	-\$36	
General	Treasurer	\$202,409	\$221,975	\$277,697	\$280,663	\$2,966	
General	District Attorney	\$1,151,075	\$1,127,768	\$1,307,903	\$1,363,854	\$55,951	
General	Register of Deeds	\$140,632	\$145,573	\$171,296	\$175,868	\$4,572	
General	Sheriff	\$3,308,920	\$3,366,484	\$4,044,244	\$4,224,371	\$180,127	
General	Jail	\$3,224,771	\$3,205,965	\$3,477,757	\$3,638,209	\$160,452	
General	Administration	\$382,190	\$501,804	\$534,126	\$560,484	\$26,358	
General	District Court	\$537,344	\$531,425	\$612,740	\$616,140	\$3,400	
General	Courthouse General	\$6,105,397	\$8,079,582	\$7,130,884	\$12,809,978	\$5,679,094	
General	Maintenance	\$815,253	\$713,830	\$1,046,892	\$1,051,482	\$4,590	
General	Planning & Zoning	\$73,048	\$71,236	\$102,355	\$107,364	\$5,009	
General	Emergency Management	\$102,391	\$190,935	\$355,288	\$388,166	\$32,878	
General	Human Resources	\$256,504	\$230,466	\$258,899	\$259,683	\$784	
General	Appraiser	\$602,718	\$614,978	\$773,773	\$772,147	-\$1,626	
General	Information Technology	\$660,396	\$630,384	\$811,291	\$975,860	\$164,569	
General	Auto Center	\$141,893	\$147,267	\$194,726	\$200,483	\$5,757	
<b>General</b>	<b>Total</b>	<b>\$18,426,483</b>	<b>\$20,336,600</b>	<b>\$21,855,841</b>	<b>\$22,640,457</b>	<b>\$784,616</b>	<b>\$2,919,305</b>
Public Health	Health Department	\$3,006,565	\$3,644,980	\$3,243,843	\$3,875,395	\$631,552	<b>-\$336,253</b>
Bond & Interest		\$479,165	\$375,441	\$1,695,463	\$1,899,701	\$204,238	<b>-\$135,651</b>
Road & Bridge	Public Works	\$5,874,182	\$6,509,951	\$6,752,359	\$7,175,225	\$422,866	<b>\$950,880</b>
Special Road	Public Works	\$190,306	\$3,521	\$755,000	\$791,465	\$36,465	<b>-\$90,096</b>
Special Bridge	Public Works	\$291,526	\$1,541,950	\$2,750,000	\$2,750,000	\$0	<b>-\$1,147,781</b>
Noxious Weeds	Public Works	\$109,331	\$115,114	\$139,752	\$151,021	\$11,269	<b>\$6,594</b>
Aging	Aging & RCAT	\$1,768,783	\$1,898,368	\$2,408,263	\$2,563,058	\$154,795	<b>-\$87,754</b>
Employee Benefits		\$7,879,545	\$7,977,690	\$9,146,436	\$11,009,321	\$1,862,885	<b>-\$1,109,273</b>
TECH Center	Allocation	\$510,000	\$510,000	\$510,000	\$510,000	\$0	<b>\$1,336</b>
Mental Health	Allocation	\$430,500	\$452,025	\$452,025	\$452,025	\$0	<b>\$1,322</b>
Museum	Allocation	\$185,000	\$185,000	\$185,000	\$197,950	\$12,950	<b>\$12,590</b>
Capital Improvements	Overall County	\$823,000	\$636,569	\$796,000	\$857,000	\$61,000	<b>-\$28,922</b>
Special Equipment	Overall County	\$294,768	\$872,587	\$432,580	\$965,759	\$533,179	<b>\$245,335</b>
<b>Total for Tax Levied Departments/Funds</b>		<b>\$37,262,589</b>	<b>\$41,414,816</b>	<b>\$47,878,719</b>	<b>\$51,962,982</b>	<b>\$4,084,263</b>	<b>\$1,201,632</b>
					<b>Percent Increase</b>	<b>8.5%</b>	<b>5.4%</b>
Youth Services	Shelter & Detention	\$1,830,764	\$1,710,478	\$2,008,223	\$2,482,214	\$473,991	
Solid Waste	Landfill	\$3,870,653	\$4,439,803	\$6,858,920	\$10,245,008	\$3,386,088	
Special Parks	Allocation	\$9,500	\$10,269	\$13,165	\$10,000	-\$3,165	
Special Alcohol	Allocation	\$11,218	\$10,000	\$10,000	\$10,000	\$0	

Mill Levy Decrease  
**-0.023**  
**-0.06%**

### Tax Levied Funds

General Fund Highlighted - \$5,550,000 in cash carryover not included

**DRAFT**  
**2023**  
**COUNTY**  
**BUDGET**

**7-19-2022**

**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.

**DRAFT**  
**7-19-22**

Table of Contents:

		2023 Adopted Budget			
		Page No.	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Allocation of Vehicle Taxes		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
<b>Fund</b>	<b>K.S.A.</b>				
General	79-1946	7	28,190,457	12,546,753	
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	11,009,321	5,171,661	
TECH Center	19-4004	16	510,000	457,920	
Mental Health	19-4004	17	452,025	407,129	
Museum	19-2651	18	197,950	179,542	
Capital Improvement Prgm	19-120	19	857,000	513,838	
Special Equipment Fund	19-119	20	965,759	593,452	
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			
<b>Totals</b>		xxxxxx	81,779,106	26,673,863	
Combined Rate and Budget Hearing		1b	<b>Revenue Neutral Rate 37.468</b>		County Clerk's Use Only
Neighborhood Revitalization		6			Nov 1, 2022 Total Assessed Valuation

Attest: \_\_\_\_\_ 2022

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

\_\_\_\_\_  
Governing Body



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

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.

**DRAFT**

**7-19-22**

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
<i>Revenue Neutral Rate **</i>							37.468

Less: Transfers	10,654,352	8,014,054	6,798,290
Net Expenditure	54,137,866	53,031,816	74,980,816
Total Tax Levied	25,601,671	25,309,526	xxxxxxxxxxxxxxxxxx
Assessed Valuation	615,466,687	640,606,568	675,720,222
Outstanding Indebtedness,			
January 1,	2020	2021	2022
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

**DRAFT 7-19-22****Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates**

Budgeted Funds for 2022	Ad Valorem Levy Tax Year 2021	Allocation for Year 2023				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	9,627,448	891,926	14,491	11,058	41,518	0
Bond & Interest	1,040,769	96,421	1,567	1,196	4,488	0
Road & Bridge	3,949,943	365,939	5,946	4,538	17,034	0
Special Road Fund	90,096	8,347	136	104	389	0
Special Bridge	1,147,781	106,335	1,728	1,319	4,950	0
Elderly	268,218	24,849	404	308	1,157	0
Public Health	872,937	80,872	1,314	1,003	3,765	0
Noxious Weed	111,180	10,300	167	128	479	0
Employee Benefits	6,280,934	581,891	9,455	7,216	27,087	0
TECH Center	456,584	42,300	687	525	1,969	0
Mental Health	405,807	37,596	611	466	1,750	0
Museum	166,952	15,467	251	192	720	0
Capital Improvement Prgm	542,760	50,284	817	624	2,341	0
Special Equipment Fund	348,117	32,251	524	400	1,501	0
<b>TOTAL</b>	<b>25,309,526</b>	<b>2,344,778</b>	<b>38,098</b>	<b>29,077</b>	<b>109,148</b>	<b>0</b>

County Treas Motor Vehicle Estimate 2,344,778County Treas Recreational Vehicle Estimate 38,098County Treas 16/20M Vehicle Estimate 29,077County Treas Commercial Vehicle Tax Estimate 109,148County Treas Watercraft Tax Estimate 0Motor Vehicle Factor 0.09264Recreational Vehicle Factor 0.0015116/20M Vehicle Factor 0.00115Commercial Vehicle Factor 0.00431Watercraft Factor 0.00000

Reno County

**DRAFT**  
**7-19-22**

**Schedule of Transfers**

<b>Expenditure Fund Transferred From:</b>	<b>Receipt Fund Transferred To:</b>	<b>Actual Amount for 2021</b>	<b>Current Amount for 2022</b>	<b>Proposed Amount for 2023</b>	<b>Transfers Authorized by Statute</b>
Motor Vehicle Special	General	57,987	74,010	25,000	8-145
General	Economic Development Reserve	350,000	0	0	19-4101
General	Youth Services	504,279	649,315	400,000	BOCC
General	Elderly	352,000	352,000	437,340	BOCC
General	Community Corrections	0	90,000	75,000	BOCC
General	County Equipment Reserve	154,000	0	0	19-119
General	CIP Reserve Fund	2,500,000	0	0	19-120
Capital Improvement Fund	Bond & Interest	0	359,875	0	
Capital Improvement Fund	CIP Reserve Fund	175,000	0	0	19-120
Bond Cost Issuance Fund	Bond & Interest	970	0	0	BOCC
Bridge Improvement Fund	Bond & Interest	0	374,000	0	
Landfill Improvement Fund	Bond & Interest	0	112,000	0	
Special Equipment	County Equipment Reserve	601,000	0	0	19-119
Employee Benefit	Self-Insurance Fund	4,350,380	5,050,904	4,800,000	12-2615
Road & Bridge	Special Highway Improv.	425,000	300,000	400,000	68-590
Public Health	Health Capital Outlay	60,000	0	0	BOCC
Noxious Weed	Weed Capital Outlay	0	0	10,000	2-1318
Solid Waste General Fund	Solid Waste Postclosure	1,023,736	400,000	400,000	65-3410
Solid Waste General Fund	Bond & Interest	0	251,950	250,950	
Register of Deeds Technology Fund	County Tech Equip & Services	100,000			28-115a
	Total	10,654,352	8,014,054	6,798,290	
	Adjustments*				
	Adjusted Totals	10,654,352	8,014,054	6,798,290	

**DRAFT**  
**7-19-22**

**STATEMENT OF INDEBTEDNESS**

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issue	Beginning Amount Outstanding Jan 1, 2022	Date Due		Amount Due 2022		Amount Due 2023	
						Interest	Principal	Interest	Principal	Interest	Principal
<b>General Obligation:</b>											
<b><i>Paid by Special Assessments:</i></b>											
Prairie Dunes / Linksland Series 2015	9/10/2015	9/1/2035	3.125-3.75	260,000	200,000	Mar/Sep	Sep	7,025	10,000	6,713	10,000
<b><i>Subtotal: Paid by Special Assessments</i></b>					<b><i>200,000</i></b>			<b><i>7,025</i></b>	<b><i>10,000</i></b>	<b><i>6,713</i></b>	<b><i>10,000</i></b>
<b><i>Paid by County:</i></b>											
Refunding GO Series 2012	12/19/2012	9/1/2028	2.00-3.00	5,925,000	2,070,000	Mar/Sep	Sep	46,788	275,000	38,538	250,000
GO Series 2021 (Refunding, Improv CH, SW & Bridges)	2/25/2021	9/1/2036	3.00-4.00	12,080,000	11,950,000	Mar/Sep	Sep	425,550	930,000	388,350	1,055,000
<b><i>Subtotal: Paid by County</i></b>					<b><i>14,020,000</i></b>			<b><i>472,338</i></b>	<b><i>1,205,000</i></b>	<b><i>426,888</i></b>	<b><i>1,305,000</i></b>
<b><i>Paid by Fire Districts:</i></b>											
Fire District No. 9 Series 2007A	11/15/2007	6/1/2023	3.45-4.00	740,000	125,000	Jun/Dec	Jun	3,800	60,000	1,300	65,000
Fire District Jt No. 2 Rn-Hv Series 2019	6/18/2019	9/1/2034	3.32	240,000	215,000	Mar/Sep	Sep	7,138	15,000	6,640	15,000
<b><i>Subtotal: Paid by Fire Districts</i></b>					<b><i>340,000</i></b>			<b><i>10,938</i></b>	<b><i>75,000</i></b>	<b><i>7,940</i></b>	<b><i>80,000</i></b>
<b><i>Paid by Sewer Districts:</i></b>											
Sewer District 3-10 Series 2017A	9/28/2017	9/1/2037	3.75	550,000	470,000	Mar/Sep	Sep	17,625	20,000	16,875	25,000
Sewer District 8 Series 2018	12/20/2018	9/1/2039	3.00-4.00	1,350,000	1,285,000	Mar/Sep	Sep	49,250	50,000	47,750	55,000
<b><i>Subtotal: Paid by Sewer Districts</i></b>					<b><i>1,755,000</i></b>			<b><i>66,875</i></b>	<b><i>70,000</i></b>	<b><i>64,625</i></b>	<b><i>80,000</i></b>
<b>Total G.O. Bonds</b>					<b>16,315,000</b>			<b>557,176</b>	<b>1,360,000</b>	<b>506,166</b>	<b>1,475,000</b>
Revenue Bonds:											
None											
Other:											
None											
<b>Total Indebtedness</b>					<b>16,315,000</b>			<b>557,176</b>	<b>1,360,000</b>	<b>506,166</b>	<b>1,475,000</b>

Reno County

**DRAFT**

**7-19-22**

**STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION\***

Items Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1, 2022	Payments Due 2022	Payments Due 2023
<b>LEASE PURCHASES:</b>							
<b>SPECIAL DISTRICTS:</b>							
Reno/Kingman Jt 1 Fire Dist. Truck Purchase	5/21/2019	48	3.5	82,545	42,856	22,560	22,560
<b>TOTAL: LEASE PURCHASES</b>					<b>42,856</b>	<b>22,560</b>	<b>22,560</b>
<b>CAPITAL LEASES:</b>							
Public Bldg Commission Refunding Series 2014	3/26/2014	108	4	2,470,000	85,000	87,125	0
<b>TOTAL: CAPITAL LEASES</b>					<b>85,000</b>	<b>87,125</b>	<b>0</b>
<b>Totals</b>					<b>127,856</b>	<b>109,685</b>	<b>22,560</b>

**DRAFT**  
**2023 Neighborhood Revitalization Rebate**  
**7-19-22**

Budgeted Funds for 2023	2022 Ad Valorem before Rebate**	2022 Mil Rate before Rebate	Estimate 2023 NR Rebate
General	12,462,062	18.443	82,225
Bond & Interest	845,124	1.251	5,576
Road & Bridge	4,867,742	7.204	32,118
Special Road Fund	0		0
Special Bridge	161,930	0.240	1,068
Elderly	179,246	0.265	1,183
Public Health	586,621	0.868	3,871
Noxious Weed	116,979	0.173	772
Employee Benefits	5,136,752	7.602	33,892
TECH Center	454,829	0.673	3,001
Mental Health	404,381	0.598	2,668
Museum	178,330	0.264	1,177
Capital Improvement Prgm	510,370	0.755	3,367
Special Equipment Fund	589,446	0.872	3,889
<b>TOTAL</b>	<b>26,493,812</b>	<b>39.208</b>	<b>174,807</b>

2022 July 1 Valuation: 675,720,222

Valuation Factor: 675,720.222

Neighborhood Revitalization Subj to Rebate: 4,458,422

Neighborhood Revitalization factor: 4,458.422

2023

Reno County

**DRAFT****FUND PAGE FOR FUNDS WITH A TAX LEVY 7-19-22**

Adopted Budget <b>General</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	13,829,554	13,199,895	8,774,125
Receipts:			
Ad Valorem Tax	9,787,794	9,627,448	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	382,931		
Motor Vehicle Tax	1,079,871	1,048,983	891,926
Recreational Vehicle Tax	17,334	15,101	14,491
16/20M Vehicle Tax	11,054	12,083	11,058
Commercial Vehicle Tax	47,275	46,065	41,518
Neighborhood Revitalization Rebate	-78,940	-76,850	-82,225
In Lieu of Taxes	20,126		
Mineral Production Tax	14,348	10,000	10,000
Local Sales Tax	5,154,011	4,500,000	4,250,000
Federal Land Entitlement	42,060	35,000	35,000
Private Club Liquor Tax	18,151	10,269	18,000
Interest	878,249	333,000	306,000
Licenses, Permits, and Fees	1,189,260	742,862	716,750
Reimbursements	1,031,744	1,047,100	980,500
State & Federal Grants	16,493		12,000
Reimbursements from CRF Fund	27,308		
Expenses Offset by CRF Reimbursement	-27,308		
Transfer from Motor Vehicle Special	57,987	74,010	25,000
Miscellaneous	37,193	5,000	5,000
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>19,706,941</b>	<b>17,430,071</b>	<b>7,235,018</b>
<b>Resources Available:</b>	<b>33,536,495</b>	<b>30,629,966</b>	<b>16,009,143</b>

Reno County

**DRAFT**

**FUND PAGE - GENERAL**

Adopted Budget **7-19-22**  
General

	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
<b>Resources Available:</b>	33,536,495	30,629,966	16,009,143
<b>Expenditures:</b>			
County Commission	60,726	60,100	60,850
County Clerk	253,873	306,956	315,977
County Treasurer	221,975	277,697	280,663
District Attorney	1,127,768	1,307,903	1,363,854
Register of Deeds	145,573	171,296	175,868
Sheriff	3,366,484	4,044,244	4,224,371
County Administration	501,804	534,126	560,484
Unified Courts	531,425	612,740	616,140
Courthouse General	6,804,024	5,639,569	1,776,749
County General	1,275,558	1,491,315	11,033,229
Maintenance	713,830	1,046,892	1,051,482
Planning & Zoning	71,236	102,355	107,364
Emergency Management	190,935	355,288	388,166
Sheriff - Jail	3,205,965	3,477,757	3,638,209
Human Resources	230,466	258,899	259,683
Appraiser	614,978	773,773	772,147
Election	242,329	388,914	388,878
Information Technology	630,384	811,291	975,860
Auto Center	147,267	194,726	200,483
<b>Subtotal</b>	<b>20,336,600</b>	<b>21,855,841</b>	<b>28,190,457</b>
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>20,336,600</b>	<b>21,855,841</b>	<b>28,190,457</b>
Unencumbered Cash Balance Dec 31	13,199,895	8,774,125	XXXXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount:	26,425,652	27,512,543	28,190,457
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	28,190,457
		Tax Required	12,181,314
Delinquent Comp Rate:	3.0%		365,439
Amount of 2022 Ad Valorem Tax			12,546,753



Reno County

**DRAFT 7-19-22****FUND PAGE - GENERAL DETAIL**

Adopted Budget

**General Fund - Detail Expenditures**

	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
County Commission			
Salaries	54,276	54,000	54,000
Contractual	4,078	5,100	4,350
Commodities	2,372	1,000	2,500
Total	60,726	60,100	60,850
County Clerk			
Salaries	245,684	274,646	284,207
Contractual	5,879	27,710	27,170
Commodities	2,310	4,600	4,600
Other Expenses - COVID 19 Response	50		
CRF-Other Expenses Reimbursed	-50		
Total	253,873	306,956	315,977
County Treasurer			
Salaries	164,441	201,897	208,938
Contractual	31,291	43,650	40,275
Commodities	25,963	32,150	31,450
Capital Outlay	280		
Total	221,975	277,697	280,663
District Attorney			
Salaries	1,021,472	1,118,003	1,190,954
Contractual	68,085	123,900	123,900
Commodities	38,211	40,000	49,000
Capital Outlay		26,000	
Total	1,127,768	1,307,903	1,363,854
Register of Deeds			
Salaries	134,824	155,246	160,663
Contractual	6,945	9,750	9,455
Commodities	3,804	6,300	5,750
Capital Outlay			
Total	145,573	171,296	175,868
Sheriff			
Salaries	2,621,086	3,144,374	3,298,628
Contractual	282,310	356,615	382,938
Commodities	262,687	282,175	455,123
Capital Outlay	200,401	261,080	85,682
Miscellaneous Expenses			2,000
Total	3,366,484	4,044,244	4,224,371
Total - Page 7b	<b>5,176,399</b>	<b>6,168,196</b>	<b>6,421,583</b>

Reno County

2023

**DRAFT 7-19-22****FUND PAGE - GENERAL**

Adopted Budget General Fund - Detail Expend	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
County Administration			
Salaries	453,131	400,026	414,994
Contractual	54,735	130,100	142,490
Commodities	2,295	4,000	3,000
Other Expenses - COVID 19 Response	150		
CRF-Other Expenses Reimbursed	-8,507		
Total	501,804	534,126	560,484
Unified Courts			
Contractual	482,816	557,640	561,040
Commodities	48,609	55,100	55,100
Other Expenses - COVID 19 Response	251		
CRF-Other Expenses Reimbursed	-251		
Expenses Paid by OJA Federal Grant			
Total	531,425	612,740	616,140
Courthouse General			
Salaries	73,609	84,781	87,749
CRF-County Wages Reimbursed			
Contractual	1,312,762	1,406,500	687,000
Series 2021 Bond Principal	125,000		
Series 2021 Bond Interest	43,994		
Commodities	315	1,000	2,000
Courthouse Improvements	19,278	1,049,054	1,000,000
Miscellaneous Expense	1,993	15,000	
Appropriations - Outside Agencies	570,500	559,500	
Ambulance Services	1,384,244	1,702,676	
Emergency Communications	563,673	801,058	
Economic Development Projects	50,000		
Commission Discretionary	4,656	20,000	
Transfer to Co Equipment Reserve Fund	154,000		
Transfer to CIP Reserve Fund	2,500,000		
Transfer to Community Corrections			
Capital Outlay			
Total	6,804,024	5,639,569	1,776,749
Total - Page 7c	<b>7,837,253</b>	<b>6,786,435</b>	<b>2,953,373</b>

Reno County

**DRAFT 7-19-22****FUND PAGE - GENERAL**

Adopted Budget	Prior Year Actual	Current Year	Proposed Budget
General Fund - Detail Expend	for 2021	Estimate for 2022	Year for 2023
Expenditures:			
County General			
Contractual	17,425		790,000
Commodities			1,000
Appropriations - Outside Agencies			628,000
Ambulance Services			1,816,889
Emergency Communications			900,000
Commission Discretionary			20,000
Economic Development Projects		400,000	400,000
Transfer to Youth Services Fund	504,279	649,315	400,000
Transfer to Elderly Fund	352,000	352,000	437,340
Transfer to Economic Development Reser	350,000		
Transfer to Community Corrections		90,000	75,000
Miscellaneous Expense	51,854		15,000
Capital Outlay			5,550,000
Total	1,275,558	1,491,315	11,033,229
Maintenance			
Salaries	576,462	857,620	887,421
Contractual	60,056	84,611	86,110
Commodities	57,312	74,661	77,951
Capital Outlay	20,000	30,000	0
Total	713,830	1,046,892	1,051,482
Planning & Zoning			
Salaries	60,891	85,955	88,964
Contractual	10,243	15,700	17,700
Commodities	102	700	700
Total	71,236	102,355	107,364
Emergency Management			
Salaries	131,705	295,063	305,391
Contractual	21,584	39,375	47,575
Commodities	17,017	20,850	35,200
Capital Outlay	6,683	0	
Other Expenses - COVID 19 Response	32,446		
CRF-Other Expenses Reimbursed	-18,500		
Total	190,935	355,288	388,166
Total - Page 7d	<b>2,251,559</b>	<b>2,995,850</b>	<b>12,580,241</b>

Reno County

**FUND PAGE - GENERAL DRAFT 7-19-22**

Adopted Budget General Fund - Detail Expend	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Expenditures:			
Sheriff - Jail			
Salaries	2,088,486	2,351,311	2,502,889
Contractual	918,056	883,846	920,320
Commodities	183,286	204,000	215,000
Capital Outlay	15,702	38,600	0
Other Expenses - COVID 19 Response	435		
Transfer to Co Equipment Reserve Fund			
Total	3,205,965	3,477,757	3,638,209
Human Resources			
Salaries	181,983	184,349	190,733
Contractual	42,200	56,050	52,950
Commodities	6,283	18,500	16,000
Total	230,466	258,899	259,683
Appraiser			
Salaries	525,342	653,473	676,347
Contractual	64,244	71,300	71,300
Commodities	16,892	24,000	24,500
Capital Outlay	8,500	25,000	
Total	614,978	773,773	772,147
Election			
Salaries	107,099	126,043	130,107
Contractual	125,466	232,700	181,810
Commodities	8,389	18,800	18,800
Capital Outlay	1,375		
Transfer of Funds		11,371	58,161
Total	242,329	388,914	388,878
Information Technology			
Salaries	353,894	502,866	548,285
Contractual	262,664	297,425	418,075
Commodities	3,664	11,000	9,500
Capital Outlay	10,162		
Total	630,384	811,291	975,860
Auto Center			
Salaries	125,443	164,466	170,223
Contractual	13,584	14,755	14,880
Commodities	7,678	15,505	15,380
Capital Outlay	562		
Total	147,267	194,726	200,483
Total - Page 7e	<b>5,071,389</b>	<b>5,905,360</b>	<b>6,235,260</b>

Reno County

2023

**FUND PAGE - GENERAL DRAFT 7-19-22**

Adopted Budget General Fund - Detail Expend	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Total - Page 7b	5,176,399	6,168,196	6,421,583
Total - Page 7c	7,837,253	6,786,435	2,953,373
Total - Page 7d	2,251,559	2,995,850	12,580,241
Total - Page 7e	5,071,389	5,905,360	6,235,260
<b>Total Detail Expenditures**</b>	<b>20,336,600</b>	<b>21,855,841</b>	<b>28,190,457</b>

\*\* Note: The Total Detail Expenditures amount should agree to the General Subtotal amounts.

Reno County

**DRAFT 7-19-22**

**FUND PAGE FOR FUNDS WITH A TAX LEVY**

Adopted Budget <b>Bond &amp; Interest</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	142,252	150,560	672,256
Receipts:			
Ad Valorem Tax	279,620	1,040,769	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	16,377		
Motor Vehicle Tax	32,042	29,937	96,421
Recreational Vehicle Tax	514	431	1,567
16/20M Vehicle Tax	351	345	1,196
Commercial Vehicle Tax	1,406	1,315	4,488
Neighborhood Revitalization Rebate	-2,255	-8,308	-5,576
In Lieu of Tax (IRB)	575		
Special Assessments	54,149	54,845	52,314
Transfer from Solid Waste	0	251,950	250,950
Transfer from Bridge Improvements		374,000	
Transfer from Landfill Improvements		112,000	
Transfer from Capital Improvement Fund	0	359,875	0
Transfer from Bond Cost Issuance Fund	970	0	0
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>383,749</b>	<b>2,217,159</b>	<b>401,360</b>
<b>Resources Available:</b>	<b>526,001</b>	<b>2,367,719</b>	<b>1,073,616</b>
Expenditures:			
Bond Principal	270,000	1,205,000	1,305,000
Bond Interest	56,055	472,338	426,888
Specials - Bond Principal	10,000	10,000	10,000
Specials - Bond Interest	8,869	7,025	6,713
Temporary Note Principal	29,225		
Temporary Note Interest	292		
Commission & Postage		100	100
Cash Basis Reserve (2023 column)			150,000
Miscellaneous	1,000	1,000	1,000
Does miscellaneous exceed 10% of Total Expendit			
<b>Total Expenditures</b>	<b>375,441</b>	<b>1,695,463</b>	<b>1,899,701</b>
Unencumbered Cash Balance Dec 31	150,560	672,256	xxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount	529,756	1,844,463	1,899,701
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			1,899,701
Tax Required			826,085
Delinquent Comp Rate:		3.0%	24,783
Amount of 2022 Ad Valorem Tax			850,868

## DRAFT 7-19-22

### FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Road &amp; Bridge</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	1,039,662	1,322,614	519,367
Receipts:			
Ad Valorem Tax	4,444,893	3,949,943	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	156,674		
Motor Vehicle Tax	412,996	476,354	365,939
Recreational Vehicle Tax	6,627	6,859	5,946
16/20M Vehicle Tax	4,436	5,488	4,538
Commercial Vehicle Tax	18,111	20,919	17,034
Neighborhood Revitalization Rebate	-35,847	-31,530	-32,118
In Lieu of Tax	9,139	8,248	
Special City & County Highway	1,721,406	1,512,831	1,536,438
Reimbursements	44,481		
Reimbursements Resulting in Qualifying Budget Credit	-32,643		
Insurance Proceeds	852		
State & Federal Grants	4,243		
Sale of Equipment	31,050		
Miscellaneous	6,485		
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>6,792,903</b>	<b>5,949,112</b>	<b>1,897,777</b>
<b>Resources Available:</b>	<b>7,832,565</b>	<b>7,271,726</b>	<b>2,417,144</b>
Expenditures:			
Salaries	1,924,719	2,251,809	2,327,125
CRF-County Wages Reimbursed			
Contractual Services	194,081	311,550	299,600
Commodities	3,483,667	3,339,000	3,682,000
Capital Outlay	515,127	550,000	466,500
Qualifying Budget Credits from Reimbursements	-32,643		
Transfer to Special Highway Improvement	425,000	300,000	400,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>6,509,951</b>	<b>6,752,359</b>	<b>7,175,225</b>
Unencumbered Cash Balance Dec 31	1,322,614	519,367	xxxxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	6,516,799	6,754,072	7,175,225
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	7,175,225
		Tax Required	4,758,081
	Delinquent Comp Rate: 3.0%		142,742
	Amount of 2022 Ad Valorem Tax		4,900,823

**BUDGET NOTE:** See 2021 Audit Report Schedule 2-2 for Adjustment for Qualifying Budget Credits:  
 Reimbursement from other county for bridge build costs = \$13,925  
 Reimbursement from K-14 Highway Fund for road maintenance = \$18,718

Reno County

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## FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Special Road Fund</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	681,589	1,378,895	782,489
Receipts:			
Ad Valorem Tax	603,948	90,096	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	24,479		
Motor Vehicle Tax	67,731	64,699	8,347
Recreational Vehicle Tax	1,087	932	136
16/20 M Vehicle Tax	721	745	104
Commercial Vehicle Tax	2,969	2,841	389
Neighborhood Revitalization Rebate	-4,871	-719	0
In Lieu of Tax	1,242		
KDOT Federal Exchange			
State & Federal Grants	3,521		
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>700,827</b>	<b>158,594</b>	<b>8,976</b>
<b>Resources Available:</b>	<b>1,382,416</b>	<b>1,537,489</b>	<b>791,465</b>
Expenditures:			
Road Construction	3,521		
Capital Outlay		755,000	755,000
Cash Forward (2023 column)			36,465
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>3,521</b>	<b>755,000</b>	<b>791,465</b>
Unencumbered Cash Balance Dec 31	1,378,895	782,489	xxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount	755,000	768,500	791,465
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	791,465
		Tax Required	0
Delinquent Comp Rate:	3.0%		0
Amount of 2022 Ad Valorem Tax			0



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## DRAFT 7-19-22

2023

### FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Special Bridge</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	2,807,432	2,591,002	2,178,454
Receipts:			
Ad Valorem Tax	813,685	1,147,781	xxxxxxxxxxxxxxxxxxx
Delinquent Tax	44,959		
Motor Vehicle Tax	133,751	87,196	106,335
Recreational Vehicle Tax	2,146	1,255	1,728
16/20 M Vehicle Tax	1,443	1,005	1,319
Commercial Vehicle Tax	5,866	3,829	4,950
Neighborhood Revitalization Rebate	-6,564	-9,162	-1,068
In Lieu of Tax	1,673		
KDOT FFE	328,561	347,000	300,000
State 19042 ARL BR 26.24 Reimbursement		200,000	
State 19032 ARL BR 17.55 Reimbursement		558,548	
Reimbursements			
Miscellaneous			
Does miscellaneous exceed 10% of Total			
<b>Total Receipts</b>	<b>1,325,520</b>	<b>2,337,452</b>	<b>413,264</b>
<b>Resources Available:</b>	<b>4,132,952</b>	<b>4,928,454</b>	<b>2,591,718</b>
Expenditures:			
Bridge Construction	1,541,950	2,750,000	2,750,000
Capital Outlay			
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total			
<b>Total Expenditures</b>	<b>1,541,950</b>	<b>2,750,000</b>	<b>2,750,000</b>
Unencumbered Cash Balance Dec 31	2,591,002	2,178,454	xxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount	2,750,000	3,425,000	2,750,000
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			2,750,000
Tax Required			158,282
Delinquent Comp Rate: 3.0%			4,748
Amount of 2022 Ad Valorem Tax			163,030

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**DRAFT 7-19-22****FUND PAGE FOR FUNDS WITH A TAX LEVY**

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Elderly</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	716,005	853,435	489,751
Receipts:			
Ad Valorem Tax	227,161	268,218	xxxxxxxxxxxxxxxx
Delinquent Tax	9,168		
Motor Vehicle Tax	22,139	24,364	24,849
Recreational Vehicle Tax	354	351	404
16/20 M Vehicle Tax	372	281	308
Commercial Vehicle Tax	991	1,070	1,157
Neighborhood Revitalization Rebate	-1,832	-2,141	-1,183
In Lieu of Tax	467		
Licenses, Permits & Fees		150	100
Reimbursements	15,362	6,050	6,125
Sale of Used Equipment		15,000	30,000
Elderly - Transportation Reimbursement	151,000	151,000	170,076
Transportation Fares	36,871	57,000	57,000
SCKAA Grant	54,899	12,030	11,070
Other State & Federal Grants		179,662	185,104
Federal Grant for Transit Operations	1,166,605	737,338	737,007
KDOT Grant for Transit Operations		242,206	238,742
Prior Year Encumbrance Cancellation	241		
Reimbursements from CRF Fund	11		
Expenses Offset by CRF Reimbursement	-11		
Transfer from General Fund - grant matching fun	352,000	352,000	437,340
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>2,035,798</b>	<b>2,044,579</b>	<b>1,898,099</b>
<b>Resources Available:</b>	<b>2,751,803</b>	<b>2,898,014</b>	<b>2,387,850</b>

# DRAFT 7-19-22

**FUND PAGE FOR FUNDS WITH A TAX LEVY**

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Elderly</b>	Actual for 2021	Estimate for 2022	Year for 2023
<b>Resources Available:</b>	<b>2,751,803</b>	<b>2,898,014</b>	<b>2,387,850</b>
<b>Expenditures:</b>			
<b>Services for Elderly:</b>			
Salaries	169,402	206,336	213,513
CRF-County Wages Reimbursed			
Contractual Services	361,448	364,450	389,051
Commodities	2,535	7,400	6,400
Capital Outlay			
Other Expenses - COVID 19 Response			
CRF-Other Expenses Reimbursed	-11		
Miscellaneous		425	425
<b>Public Transportation:</b>			
Salaries	959,060	1,084,927	1,142,227
Contractual Services	136,840	201,575	205,400
Commodities	144,694	279,750	279,750
Capital Outlay	124,400	263,400	266,292
Cash Forward (2023 column)			60,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>1,898,368</b>	<b>2,408,263</b>	<b>2,563,058</b>
Unencumbered Cash Balance Dec 31	853,435	489,751	xxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	2,270,408	2,525,479	2,563,058
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	2,563,058
		Tax Required	175,208
	Delinquent Comp Rate: 3.0%		5,256
	Amount of 2022 Ad Valorem Tax		180,464

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**DRAFT 7-19-22**

**FUND PAGE FOR FUNDS WITH A TAX LEVY**

Adopted Budget

**Public Health**

	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	1,105,802	1,126,323	1,401,406
Receipts:			
Ad Valorem Tax	1,048,720	872,937	xxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	40,071		
Motor Vehicle Tax	113,258	112,387	80,872
Recreational Vehicle Tax	1,819	1,618	1,314
16/20 M Vehicle Tax	1,071	1,295	1,003
Commercial Vehicle Tax	4,945	4,935	3,765
Neighborhood Revitalization Rebate	-8,458	-6,968	-3,871
In Lieu of Tax	2,156		
Licenses, Permits & Fees	2,624	8,000	10,500
Reimbursements	536,649	651,000	566,000
COVID Vacc Reimb from Ins & Medicare	461,374		
Donations			500
State & Federal Grants	1,057,320	864,000	1,032,000
Federal COVID Grants	142,564	456,863	
Federal RROE Grant		354,859	
Local Grants			203,500
Other Grants	261,388	198,000	5,000
Reimbursement from CRF Fund	86,190		
Reimb Resulting in Qualifying Budget Credits (see below)	-603,938		
Expenses Offset by CRF Reimbursements	-86,190		
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>3,061,563</b>	<b>3,518,926</b>	<b>1,900,583</b>
<b>Resources Available:</b>	<b>4,167,365</b>	<b>4,645,249</b>	<b>3,301,989</b>
<b>Expenditures:</b>			
Salaries	2,564,163	2,421,343	2,625,375
CRF-County Wages Reimbursed	-85,890		
Contractual Services	808,948	568,100	648,870
Commodities	234,329	254,400	249,150
Capital Outlay	63,731		
CRF-Other Expenses Reimbursed	-301		
Transfer to Capital Outlay Fund	60,000		
Qualifying Budg Credits-Covid- see below	-603,938		
Cash Forward (2023 column)			352,000
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>3,041,042</b>	<b>3,243,843</b>	<b>3,875,395</b>
Unencumbered Cash Balance Dec 31	1,126,323	1,401,406	xxxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	3,298,244	3,374,642	3,875,395
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	3,875,395
		Tax Required	573,406
Delinquent Comp Rate:	3.0%		17,202
Amount of 2022 Ad Valorem Tax			590,608

**BUDGET NOTE:** See 2021 Audit Report Schedule 2-7 for Adjustment for Qualifying Budget Credits: COVID SPARK Grants (Federal) = \$142,564 and COVID Vaccinations Reimbursement from Medicare & Insurance = \$461,374 for a total of \$603,938. Then add Reimbursements from CRF fund total \$86,190 for total budget credits \$690,128

# DRAFT 7-19-22

## FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Noxious Weed</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	55,202	25,024	14,375
Receipts:			
Ad Valorem Tax	59,631	111,180	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	1,742		
Motor Vehicle Tax	3,174	6,365	10,300
Recreational Vehicle Tax	51	92	167
16/20 M Vehicle Tax	54	73	128
Commercial Vehicle Tax	142	280	479
Neighborhood Revitalization Rebate	-481	-887	-772
Local Sales Tax	123		
In Lieu of Tax			
Sale of Chemical, Labor & Equipment	20,500	12,000	12,000
Reimbursements			
Reimbursements from CRF Fund			
Expenses Offset by CRF Reimbursement			
Miscellaneous			
Does miscellaneous exceed 10% of Total Re			
<b>Total Receipts</b>	<b>84,936</b>	<b>129,103</b>	<b>22,302</b>
<b>Resources Available:</b>	<b>140,138</b>	<b>154,127</b>	<b>36,677</b>
Expenditures:			
Salaries	79,649	82,952	85,221
CRF-County Wages Reimbursed			
Contractual Services	2,457	5,400	4,650
Commodities	33,008	51,400	51,150
Transfer to Noxious Weed Capital Outlay			10,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total Ex			
<b>Total Expenditures</b>	<b>115,114</b>	<b>139,752</b>	<b>151,021</b>
Unencumbered Cash Balance Dec 31	25,024	14,375	XXXXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amou	129,868	152,150	151,021
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	151,021
		Tax Required	114,344
Delinquent Comp Rate:	3.0%		3,430
Amount of 2022 Ad Valorem Tax			117,774

Reno County

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# DRAFT 7-19-22

## FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Employee Benefits</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	4,780,960	5,021,710	4,082,534
Receipts:			
Ad Valorem Tax	5,777,590	6,280,934	xxxxxxxxxxxxxxxxxxxx
Delinquent Tax	259,061		
Motor Vehicle Tax	704,439	619,221	581,891
Recreational Vehicle Tax	11,298	8,916	9,455
16/20 M Vehicle Tax	8,323	7,134	7,216
Commercial Vehicle Tax	31,004	27,192	27,087
Neighborhood Revitalization Rebate	-46,599	-50,137	-33,892
In Lieu of Tax	11,880		
Refunds & Reimbursements	1,461,444	1,314,000	1,314,000
Reimbursements from CRF Fund	36,564		
Expenses Offset by CRF Reimbursemen	-36,564		
Miscellaneous			
Does miscellaneous exceed 10% of Total Re			
<b>Total Receipts</b>	<b>8,218,440</b>	<b>8,207,260</b>	<b>1,905,757</b>
<b>Resources Available:</b>	<b>12,999,400</b>	<b>13,228,970</b>	<b>5,988,291</b>
Expenditures:			
Social Security	1,310,970	1,552,563	1,600,000
K.P.E.R.S.	1,386,013	1,551,294	1,650,000
K.P. & F.	594,872	600,000	815,000
Unemployment Tax	17,070	25,295	22,000
Workers' Compensation Insurance	213,386	289,380	245,321
Other Insurance	1,407	3,000	3,000
Tuition Reimbursement	2,000	5,000	5,000
Other Reimbursement	137	4,000	4,000
Contractual Services	56,118		
Capital Outlay		0	0
Wellness Program/Consultant	81,901	65,000	65,000
Risk Management Fund Transfer	4,350,380	5,050,904	4,800,000
Transfer to Other Funds - Salary Study			
CRF County PR Tax Benefits Reimburse	-36,564		
Cash Forward (2023 column)			1,800,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Ex			
<b>Total Expenditures</b>	<b>7,977,690</b>	<b>9,146,436</b>	<b>11,009,321</b>
Unencumbered Cash Balance Dec 31	5,021,710	4,082,534	xxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amo	11,312,000	11,046,436	11,009,321
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	11,009,321
		Tax Required	5,021,030
Delinquent Comp Rate:	3.0%		150,631
	Amount of 2022 Ad Valorem Tax		5,171,661

Reno County

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## DRAFT 7-19-22

### FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>TECH Center</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	15,859	28,286	22,937
Receipts:			
Ad Valorem Tax	451,321	456,584	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	19,116		
Motor Vehicle Tax	51,036	48,336	42,300
Recreational Vehicle Tax	819	696	687
16/20 M Vehicle Tax	601	557	525
Commercial Vehicle Tax	2,246	2,123	1,969
Neighborhood Revitalization Rebate	-3,640	-3,645	-3,001
In Lieu of Tax	928		
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>522,427</b>	<b>504,651</b>	<b>42,480</b>
<b>Resources Available:</b>	<b>538,286</b>	<b>532,937</b>	<b>65,417</b>
Expenditures:			
Appropriations - T.E.C.H.	510,000	510,000	510,000
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>510,000</b>	<b>510,000</b>	<b>510,000</b>
Unencumbered Cash Balance Dec 31	28,286	22,937	xxxxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	510,000	510,000	510,000
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	510,000
		Tax Required	444,583
Delinquent Comp Rate:	3.0%		13,337
	Amount of 2022 Ad Valorem Tax		457,920

Reno County

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**FUND PAGE FOR FUNDS WITH A TAX LEVY DRAFT 7-19-22**

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Mental Health</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	11,791	22,327	18,999
Receipts:			
Ad Valorem Tax	402,438	405,807	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax	16,046		
Motor Vehicle Tax	43,416	43,118	37,596
Recreational Vehicle Tax	697	621	611
16/20 M Vehicle Tax	477	497	466
Commercial Vehicle Tax	1,906	1,893	1,750
Neighborhood Revitalization Rebate	-3,246	-3,239	-2,668
In Lieu of Tax	827		
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>462,561</b>	<b>448,697</b>	<b>37,755</b>
<b>Resources Available:</b>	<b>474,352</b>	<b>471,024</b>	<b>56,754</b>
Expenditures:			
Appropriations - Mental Health	452,025	452,025	452,025
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>452,025</b>	<b>452,025</b>	<b>452,025</b>
Unencumbered Cash Balance Dec 31	22,327	18,999	XXXXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount:	452,025	452,025	452,025
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	452,025
		Tax Required	395,271
Delinquent Comp Rate:	3.0%		11,858
	Amount of 2022 Ad Valorem Tax		407,129



Reno County

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## DRAFT 7-19-22

### FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Museum</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	4,720	8,872	8,184
Receipts:			
Ad Valorem Tax	163,356	166,952	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	6,625		
Motor Vehicle Tax	18,838	17,473	15,467
Recreational Vehicle Tax	302	252	251
16/20 M Vehicle Tax	189	201	192
Commercial Vehicle Tax	824	767	720
Neighborhood Revitalization Rebate	-1,318	-1,333	-1,177
In Lieu of Tax	336		
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>189,152</b>	<b>184,312</b>	<b>15,453</b>
<b>Resources Available:</b>	<b>193,872</b>	<b>193,184</b>	<b>23,637</b>
Expenditures:			
Appropriations - Museum	185,000	185,000	197,950
Capital Outlay			
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>185,000</b>	<b>185,000</b>	<b>197,950</b>
Unencumbered Cash Balance Dec 31	8,872	8,184	xxxxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	185,000	185,000	197,950
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	197,950
		Tax Required	174,313
	Delinquent Comp Rate: 3.0%		5,229
	Amount of 2022 Ad Valorem Tax		179,542

Reno County

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## DRAFT 7-19-22

### FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Capital Improvement Prgm</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	476,206	502,098	307,429
Receipts:			
Ad Valorem Tax	548,433	542,760	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	27,376		
Motor Vehicle Tax	84,086	58,798	50,284
Recreational Vehicle Tax	1,350	847	817
16/20 M Vehicle Tax	835	677	624
Commercial Vehicle Tax	3,677	2,582	2,341
Neighborhood Revitalization Rebate	-4,424	-4,333	-3,367
In Lieu of Tax	1,128		
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>662,461</b>	<b>601,331</b>	<b>50,699</b>
<b>Resources Available:</b>	<b>1,138,667</b>	<b>1,103,429</b>	<b>358,128</b>
Expenditures:			
Capital Outlay		150,000	
Building Maintenance & Improvements	48,447	199,000	757,000
Capital Lease - Public Works Bldg - 2007/2014	413,122	87,125	
Transfer to Bond & Interest		359,875	
Transfer to CIP Reserve Fund	175,000		
Cash Forward (2023 column)			100,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>636,569</b>	<b>796,000</b>	<b>857,000</b>
Unencumbered Cash Balance Dec 31	502,098	307,429	xxxxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	1,062,000	896,000	857,000
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	857,000
		Tax Required	498,872
Delinquent Comp Rate:	3.0%		14,966
	Amount of 2022 Ad Valorem Tax		513,838

Reno County

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2023

## FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget <b>Special Equipment Fund</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	684,313	163,395	228,517
Receipts:			
Ad Valorem Tax	192,572	348,117	xxxxxxxxxxxxxxxxxxxxxx
Delinquent Tax	7,505		
Motor Vehicle Tax	21,069	20,635	32,251
Recreational Vehicle Tax	339	297	524
16/20 M Vehicle Tax	141	238	400
Commercial Vehicle Tax	911	906	1,501
Neighborhood Revitalization Rebate	-1,553	-2,779	-3,889
In Lieu of Tax	396		
Reimbursements - New World/Civic Plus	130,289	130,288	130,288
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>351,669</b>	<b>497,702</b>	<b>161,075</b>
<b>Resources Available:</b>	<b>1,035,982</b>	<b>661,097</b>	<b>389,592</b>
Expenditures:			
Information Services	97,868	258,580	
New World Software Maintenance - LEC	173,719	174,000	
Contractual Services			319,800
Commodities			
Capital Improvement & Outlay			495,959
Transfer to Co Equipment Reserve Fund	601,000		
Cash Forward (2023 column)			150,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditure			
<b>Total Expenditures</b>	<b>872,587</b>	<b>432,580</b>	<b>965,759</b>
Unencumbered Cash Balance Dec 31	163,395	228,517	xxxxxxxxxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	1,005,500	532,580	965,759
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	965,759
		Tax Required	576,167
	Delinquent Comp Rate: 3.0%		17,285
	Amount of 2022 Ad Valorem Tax		593,452

Reno County

## DRAFT 7-19-22

## FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget <b>Solid Waste</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	5,716,921	6,838,928	5,095,008
Receipts:			
User Fees	4,048,821	4,125,000	4,125,000
Tipping Fees from Other Counties	1,023,737	865,000	865,000
Special Waste Fees	79,736	100,000	100,000
Rent	11,939	5,000	5,000
Reimbursements	119,827	20,000	55,000
Insurance Proceeds Reimbursement	261,867		
Cancellation Prior Year Encumbrance	15,883		
Reimbursements from CRF Fund			
Expenses Offset by CRF Reimbursement			
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>5,561,810</b>	<b>5,115,000</b>	<b>5,150,000</b>
<b>Resources Available:</b>	<b>11,278,731</b>	<b>11,953,928</b>	<b>10,245,008</b>
Expenditures:			
Salaries	1,268,460	1,623,020	1,683,838
CRF-County Wages Reimbursed			
Contractual Services	784,397	1,199,450	1,216,950
Contr Srvcs Equip Repairs (Insurance Filed)	275,588		
Commodities	353,463	574,500	609,500
Capital Improvements	681,449	2,810,000	2,050,000
Other Expenses - COVID 19 Response	36		
CRF-Other Expenses Reimbursed			
Series 2021 Bond Interest	52,674		
Transfer to Bond & Interest		251,950	250,950
Transfer to Solid Waste Postclosure	1,023,736	400,000	400,000
Salary Compression			
Salary Pool			
Cash Forward (2023 column)			4,033,770
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>4,439,803</b>	<b>6,858,920</b>	<b>10,245,008</b>
Unencumbered Cash Balance Dec 31	6,838,928	5,095,008	0
2021/2022/2023 Budget Authority Amount:	8,737,830	11,072,832	10,245,008

Reno County

**FUND PAGE FOR FUNDS WITH NO TAX LEVY DRAFT 7-19-22**

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Youth Services</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	607,578	809,307	752,619
Receipts:			
Youth Shelter:			
Misc. Reimbursements	189	1,500	1,500
RES Per Diem Reimbursements	874,755	849,720	849,720
RES Misc. Reimbursements	143	1,500	1,500
Misc. Contributions	1,950	500	500
Employee Misc. Reimbursements	18		
Reimbursement by CRF Fund	50		
Expenses Offset by CRF Reimbursement	-50		
Detention Center:			
RES Per Diem Reimbursements	516,510	438,000	465,375
RES Misc. Reimbursements	2,363	4,000	4,000
Reimbursement by CRF Fund	50		
Expenses Offset by CRF Reimbursement	-50		
Transfer from General Fund	504,279	649,315	400,000
Grants:			
State Grant Misc. Refunds	12,000	7,000	7,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>1,912,207</b>	<b>1,951,535</b>	<b>1,729,595</b>
<b>Resources Available:</b>	<b>2,519,785</b>	<b>2,760,842</b>	<b>2,482,214</b>
Expenditures:			
Youth Shelter:			
Salaries	717,754	762,324	787,257
Contractual Services	38,388	53,425	56,205
Commodities	13,891	30,250	27,050
Miscellaneous	1,150		
Reimbursement - Youth Shelter Food Srv	40,550	63,041	63,041
Other Expenses - COVID 19 Response	50		
CRF-Other Expenses Reimbursed	-50		
Detention Center:			
Salaries	793,451	936,342	966,652
Contractual Services	34,076	47,550	51,340
Commodities	12,167	25,250	28,450
Capital Outlay	14,246	20,000	
Reimbursement - Youth Shelter Food Srv	40,550	63,041	63,041
Other Expenses - COVID 19 Response	50		
CRF-Other Expenses Reimbursed	-50		
Grants:			
Contractual Services	3,865	6,200	6,200
Commodities	390	800	800
Cash Forward (2023 column)			432,178
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>1,710,478</b>	<b>2,008,223</b>	<b>2,482,214</b>
Unencumbered Cash Balance Dec 31	809,307	752,619	0
2021/2022/2023 Budget Authority Amount:	2,112,731	2,195,025	2,482,214

Reno County

## DRAFT 7-19-22

## FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Solid Waste Postclosure</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	5,617,037	6,017,913	6,062,913
Receipts:			
Transfer from Solid Waste	1,023,736	400,000	400,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>1,023,736</b>	<b>400,000</b>	<b>400,000</b>
<b>Resources Available:</b>	<b>6,640,773</b>	<b>6,417,913</b>	<b>6,462,913</b>
Expenditures:			
Contractual Services	622,860	355,000	330,000
Postclosure Costs			
Temporary Note			
Cash Forward (2023 column)			6,132,913
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>622,860</b>	<b>355,000</b>	<b>6,462,913</b>
Unencumbered Cash Balance Dec 31	6,017,913	6,062,913	0
2021/2022/2023 Budget Authority Amount:	5,800,782	6,062,037	6,462,913

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Special Parks &amp; Recreation</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	409	8,291	8,291
Receipts:			
Private Club Liquor Tax	18,151	13,165	18,965
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>18,151</b>	<b>13,165</b>	<b>18,965</b>
<b>Resources Available:</b>	<b>18,560</b>	<b>21,456</b>	<b>27,256</b>
Expenditures:			
Contractual Services	10,269	13,165	10,000
Cash Forward (2023 column)			17,256
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>10,269</b>	<b>13,165</b>	<b>27,256</b>
Unencumbered Cash Balance Dec 31	8,291	8,291	0
2021/2022/2023 Budget Authority Amount:	10,408	13,574	27,256

Reno County

2023

**DRAFT 7-19-22****FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget <b>Special Alcohol &amp; Drug</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	17,147	27,106	30,271
Receipts:			
Private Club Liquor Tax	19,959	13,165	18,965
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>19,959</b>	<b>13,165</b>	<b>18,965</b>
<b>Resources Available:</b>	<b>37,106</b>	<b>40,271</b>	<b>49,236</b>
Expenditures:			
Contractual Services	10,000	10,000	10,000
Cash Forward (2023 column)			39,236
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>10,000</b>	<b>10,000</b>	<b>49,236</b>
Unencumbered Cash Balance Dec 31	27,106	30,271	0
2021/2022/2023 Budget Authority Amount:	27,386	30,581	49,236

Adopted Budget <b>Noxious Weed Capital Outlay</b>	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	89,776	89,776	89,776
Receipts:			
Transfer from Noxious Weed Fund	0	0	10,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>0</b>	<b>0</b>	<b>10,000</b>
<b>Resources Available:</b>	<b>89,776</b>	<b>89,776</b>	<b>99,776</b>
Expenditures:			
Capital Outlay			
Cash Forward (2023 column)			99,776
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>99,776</b>
Unencumbered Cash Balance Dec 31	89,776	89,776	0
2021/2022/2023 Budget Authority Amount:	109,776	108,568	99,776

Reno County

# DRAFT 7-19-22

## FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Health Capital Outlay</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	378,480	433,480	433,480
Receipts:			
Transfer from Public Health Fund	60,000	0	0
Sale of Equipment			
State & Federal Grants		0	
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>60,000</b>	<b>0</b>	<b>0</b>
<b>Resources Available:</b>	<b>438,480</b>	<b>433,480</b>	<b>433,480</b>
Expenditures:			
Capital Outlay	5,000	0	25,000
Cash Forward (2023 column)			408,480
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>5,000</b>	<b>0</b>	<b>433,480</b>
Unencumbered Cash Balance Dec 31	433,480	433,480	0
2021/2022/2023 Budget Authority Amount:	336,041	570,980	433,480

Adopted Budget	Prior Year	Current Year	Proposed Budget
<b>Internal Services Fund</b>	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	79,822	75,846	75,846
Receipts:			
Maintenance - Purchased Services	233,505	250,000	240,000
Law Enforcement Center Reimbursements	17,479		
Auto Center Services	267,954	428,000	275,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Rec			
<b>Total Receipts</b>	<b>518,938</b>	<b>678,000</b>	<b>515,000</b>
<b>Resources Available:</b>	<b>598,760</b>	<b>753,846</b>	<b>590,846</b>
Expenditures:			
General Supplies	255,558	250,000	260,000
Parts, Tires, and Other Supplies	70,504	108,000	75,000
Fuel and Oil	196,852	320,000	255,846
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
<b>Total Expenditures</b>	<b>522,914</b>	<b>678,000</b>	<b>590,846</b>
Unencumbered Cash Balance Dec 31	75,846	75,846	0
2021/2022/2023 Budget Authority Amount:	749,568	757,822	590,846



Reno County

# DRAFT 7-19-22

## NON-BUDGETED FUNDS (A) (Only the actual budget year for 2021 is reported)

Non-Budgeted Funds-A

Fund Number:	005	012	032	033	034	035	036	037	038	039	040	
Fund Name:	Motor Vehicle Special	Capital Project-Courthouse	K-14 Highway Fund	Special Highway Improv.	Community Corrections	Comm. Corr JISP Juvenile	Comm Corr Juv Grant Ben Payout	Juvenile - Prevention Programs	Juv. Grant Benefit Payroll Fund	Comm. Corr. Juv. Case Mgr	Juv Justice Reinvestment Fund	
Unencumbered												Total
Cash Balance Jan 1	57,988	-2,205,087	3,025,591	778,130	166,930	11,854	2,000	0	45,730	3,323	4	1,886,463
Receipts:												
Interest		46										
State Payments & Grants				45,527	928,241	249,884		30,004		62,174	79,992	
Fees	510,043											
Reimbursements	29	724,167			8,022							
Motor Veh Reg	20,896											
From G.O. Bonds		2,350,950										
Reimbursements from CRF Fund	50											
Expenses Offset by CRF Reimbursement	-50											
Miscellaneous				2,356	25,041							
Transfer from Other Funds				425,000								
Total Receipts	530,968	3,075,163	0	472,883	961,304	249,884	0	30,004	0	62,174	79,992	5,462,372
Resources Available:	588,956	870,076	3,025,591	1,251,013	1,128,234	261,738	2,000	30,004	45,730	65,497	79,996	7,348,835
Expenditures:												
Salaries and Benefits	408,638				756,287	243,095			8,999	60,773		
Contractual Services	29,591		18,717		163,687	15,313		30,004		3,918	79,992	
Commodities	6,273				40,061	452				232		
Capital Outlay	12,457	862,254										
Other Expenses - COVID 19 Response	50											
CRF-Other Expenses Reimbursed	-50											
Transfer to Other Funds	57,987											
Total Expenditures	514,946	862,254	18,717	0	960,035	258,860	0	30,004	8,999	64,923	79,992	2,798,730
Cash Balance Dec 31	74,010	7,822	3,006,874	1,251,013	168,199	2,878	2,000	0	36,731	574	4	4,550,105
												4,550,105

Reno County

**NON-BUDGETED FUNDS (B)**

**DRAFT 7-19-22**

*(Only the actual budget year for 2021 is reported)*

Non-Budgeted Funds-B

Fund Number:	042	043	044	046	050	051	052	053	055	056	058	060	
Fund Name:	Jail Commissary Proceeds	Comm. Corr. Juv. Reimb. Fund	Comm. Corr. Substance Abuse	Emergency Mgmt Citizens Corp	District Atty Traffic Diversions	Clerk Technology	DA Drug Endangered Children	Treasurer Technology	Register of Deeds Technology	County Tech. Equip & Services	Bridge Improvements 2019 Fund	Drug Court	
Unencumbered													Total
Cash Balance Jan 1	213,127	41,176	51,446	16,293	184	50,668	1,119	71,368	299,137	83,047	-1,058,691	72,099	-159,027
Receipts:													
Fees						24,031		24,032	96,126				
Reimbursements			70										130
Interest											118		
GO Bonds Proceeds											7,796,875		
Cancellation of Prior Year Encumbrance											4,170		
Miscellaneous	98,711												39,405
Transfer from Other Funds										100,000			
Total Receipts	98,711	0	70	0	0	24,031	0	24,032	96,126	100,000	7,801,163	39,535	8,183,668
Resources Available:	311,838	41,176	51,516	16,293	184	74,699	1,119	95,400	395,263	183,047	6,742,472	111,634	8,024,641
Expenditures:													
Salaries and Benefits	42,449												
Contractual Services						12,296			11,967				26,364
Commodities		46											5,033
Capital Outlay								4,800	740		4,267,201		
Other Expenses - COVID 19 Response										423			
Transfer to Other Funds									100,000				
Bond Principal											6,250,000		
Bond Interest											170,772		
Encumbrance Expenses											-4,219,891		
Miscellaneous	21,411				184					57,365			
Total Expenditures	63,860	46	0	0	184	12,296	0	4,800	112,707	57,788	6,468,082	31,397	6,751,160
Cash Balance Dec 31	247,978	41,130	51,516	16,293	0	62,403	1,119	90,600	282,556	125,259	274,390	80,237	<b>1,273,481</b>
													<b>1,273,481</b>

Reno County

# DRAFT 7-19-22

## NON-BUDGETED FUNDS (C)

(Only the actual budget year for 2021 is reported)

Non-Budgeted Funds-C

Fund Number:	063	064	080	089	097	099	199	861	862	863	864	865	
Fund Name:	Juvenile Intake & Assessment	Youth Shelter Food	Economic Development Reserve Fund	Field Corr Office Special Rental	County Equipment Reserve Fund	CIP Reserve Fund	Landfill Improvement Fund	Court Electronic Fees	Prosecuting Atty Training Fund	Alcohol & Drug Safety	D.A.R.E.	Law Enforcement Drug Unit	
Unencumbered													Total
Cash Balance Jan 1	26,446	17,282	0	363,172	325,000	1,430,000	0	193,804	9,001	9,325	5,110	36,302	2,415,442
Receipts:													
State Payments & Grants	247,543	34,940											
Taxes													8,592
Reimbursements		82,812											
Interest							74						
GO Bond Proceeds							3,315,318						
Rent				97,917									
Transfer from Other Funds			350,000		755,000	2,675,000							
Miscellaneous								51,947					1,250
Total Receipts	247,543	117,752	350,000	97,917	755,000	2,675,000	3,315,392	51,947	6,925	0	0	9,842	7,627,318
Resources Available:	273,989	135,034	350,000	461,089	1,080,000	4,105,000	3,315,392	245,751	15,926	9,325	5,110	46,144	10,042,760
Expenditures:													
Salaries and Benefits	216,484	51,107											
Contractual Services	13,622	441		32,866				10,158	8,858				32,561
Adjust Contractual to Cash Basis for Agency Fund	0	-59											
Commodities	2,023	75,093		692									
Adjust Commodities to Cash Basis for Agency Fund	-144	1,495											
Capital Outlay					251,005	104,612	3,097,851						
Total Expenditures	231,985	128,077	0	33,558	251,005	104,612	3,097,851	10,158	8,858	0	0	32,561	3,898,665
Cash Balance Dec 31	42,004	6,957	350,000	427,531	828,995	4,000,388	217,541	235,593	7,068	9,325	5,110	13,583	<b>6,144,095</b>
													<b>6,144,095</b>

Reno County

**DRAFT 7-19-22**

**NON-BUDGETED FUNDS (D)**  
(Only the actual budget year for 2021 is reported)

Non-Budgeted Funds-D

Fund Number:	866	867	870	871	873	874	877	878	879	880	973	992	993	
Fund Name:	Spec. Prosecutor Drug Trust	Self Insurance Fund	Prosecutor Admin. Fees	Judicial Dist Juv Incentive Fund	Domestic Violence Program	Sheriff's Grant Fund	Sheriff's Conceal Carry	Sheriff's Offender Registration	Juv Immediate Intervent. Prgrm	Sheriff Trust Fund - Forfeitures	CDBG-CV Grant Fund	American Rescue Plan Act (ARPA)	Coronavirus Relief Fund (CRF)	
Unencumbered														Total
Cash Balance Jan 1	24,462	3,389,419	830	1,750	3,220	-23,148	49,135	32,590	12,645	0	0	0	327,452	3,818,355
Receipts:														
State & Federal Grants				500		52,863					14,067	6,021,193		
Reimbursements		1,259,471			300									
Interest		18,899										72	11	
Forfeiture Proceeds	6,591													
Fees, Donations			114			66,260	4,615	33,780	50					
Reimbursements from CRF Fund														
Transfer from Other Funds		4,350,380												
Total Receipts	6,591	5,628,750	114	500	300	119,123	4,615	33,780	50	0	14,067	6,021,265	11	11,829,166
Resources Available:	31,053	9,018,169	944	2,250	3,520	95,975	53,750	66,370	12,695	0	14,067	6,021,265	327,463	15,647,521
Expenditures:														
Salaries & Benefits		5,253,570						30,899						
Contractual Services											14,067		1,360	
Commodities						67,742	879	8,366						
Capital Outlay														
Miscellaneous	10,584		395											
Adjust Misc. to Cash Basis for Agency Fund						1,000		283						
Expenses Pd by COVID 19 Grants													326,103	
CRF-Other Expenses Reimbursed		-24,023												
Total Expenditures	10,584	5,229,547	395	0	0	68,742	879	39,548	0	0	14,067	0	327,463	5,691,225
Cash Balance Dec 31	20,469	3,788,622	549	2,250	3,520	27,233	52,871	26,822	12,695	0	0	6,021,265	0	<b>9,956,296</b>
														<b>9,956,296</b>



## **AGENDA ITEM**

## **AGENDA ITEM #8.A**

**AGENDA DATE:** July 26, 2022

**PRESENTED BY:** Randy Partington, County Administrator

**AGENDA TOPIC:**  
Monthly Department Reports

**SUMMARY & BACKGROUND OF TOPIC:**

Every month, departments have been asked to provide an update on the previous month's major activities. The reports are intended to keep the county commission informed about the appointed and elected departments. Attached are reports for Health Dept., Human Resources, Information Technology, Maintenance, Public Works, Solid Waste, Treasurer and Youth Services.

**ALL OPTIONS:**

n/a

**RECOMMENDATION / REQUEST:**

Discussion Only

**POLICY / FISCAL IMPACT:**

n/a

RE: Monthly report ending June 2022

Dear Randy Partington, County Administrator:

**Staffing changes or issues**

Current vacancies include a Women Infant Children (WIC) Dietitian and Older Adult Services Nurse Aide.

**Financial summary**

Our Accounting Specialist continues to work with the auditors on their requests. Fiscal Associates continue to process medical claims and payments in CureMD and finalize claims in KIPHS.

**Projects/Issues/Challenges/Concerns**

Electronic Health Record (EHR) - CureMD. We are continuing to work through implementation process improvement items, including establishing a patient portal.

Clinical – Basic Health Services (BHS), Maternal Child Health (MCH), Family Practice (FP), Older Adult Services (OAS), and Epidemiology. Staff are continuing to learn CureMD. We continue to work with staff and CureMD on process improvement, documentation of Maternal Child Health (MCH) clients, and Older Adult Services (OAS) documentation and charge flow.

WIC – Women, Infant & Children. We are providing services in Reno and McPherson counties and providing contracted Registered Dietitian services in Rice County. Since the WIC grant is from October 1<sup>st</sup> to September 30<sup>th</sup>, Staff we are working on finalizing the budget for next year.

Health Education – Chronic Disease and Risk Reduction (CDRR), Opioid Overdose to Action (OD2A), Rural Response to the Opioid Epidemic (RROE), Pathways to a Healthy Kansas, and Community Education. CDRR-Staff collaborated with different community organizations on the Kan Quit program and completed Walk with Ease sessions at Elmdale & Delos Centers (23 participants). OD2A-Staff presented at Boys and Girls Club for professional development of staff and vision leaders. RROE-Continued Narcan education in the community; 60 people reached. Pathways-Coordinating efforts to identify schools to sign youth tobacco prevention and education pledges. Community Education-Staff helped with Vitality Team and Third Thursday Bike Rodeo and Race (gave away 30 helmets to kids).

Environmental Health (EH). Staff worked with Preparedness to increase awareness of mosquito dunks available to the public, conducted 3 well sites for fire victims, and updated the County-wide contractor list. The EH supervisor presented at the BOCC study session.



Licensed Child Care (LCC). Staff taught an orientation class via the TEAMS app, and we have been interviewing new staff.

Preparedness (PHEP). Staff has organized a Health Department Safety Committee to review and update departmental safety/preparedness drills and processes. Staff participated in a Fire Drill on June 29<sup>th</sup>.

Covid-19 Update. For the last several weeks, we have been seeing 2 COVID-19 patients in the hospital, this week it jumped to 6; all over the age of 61. Last week (June 17<sup>th</sup> to 23<sup>rd</sup>) we had 104 new cases, while the previous week (10<sup>th</sup> to 16<sup>th</sup>) had 83 cases. The average number of new cases per day is 14.9 as of June 23<sup>rd</sup>. According to the KDHE dashboard at [www.coronavirus.kdheks.gov/160/COVID-19-in-Kansas](http://www.coronavirus.kdheks.gov/160/COVID-19-in-Kansas), Reno County is in the Substantial Community Level for Covid-19.

Vaccine Administration. The Health Department still encourages vaccination as an important mitigation measure. All Reno County residents 6 months and over are eligible for a COVID-19 vaccination. Walk-ins are accepted for ages 12 and over, but appointments are required for children 11 years or younger, by calling 620-694-2900, ext. 6. The Health Department is open Monday, Tuesday, and Thursday from 7:30am to 6pm, Wednesday from 9am to 6pm, and Friday from 7:30am to noon.

Sincerely,

Karla Nichols, Director of Public Health





**RENO COUNTY**  
206 West First Ave.  
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**Board of Commissioners - Department Update**  
**Human Resources – June 2022**  
**Helen Foster – Human Resources Director**

**Employment Activity**

We currently have 23 job openings. For the month of June, we have had Five (5) separations and gained seven (7) new employees. Submitted applications received for open positions was 61 applications completed through June 28th. The average daily views for the month of June were 340 and the heaviest day was a total of 576 views. Our job openings posted have increased due to vacancies created in May. The applicant activity has increased though over the stats from May.

**New Carriers**

Payer Matrix notices have been sent to those employees and dependents that are utilizing infusible drugs. Payer Matrix has been in contact with all members and has started the application process with majority of the members. BML and Payer have been working on the full implementation for an effective date of August 1<sup>st</sup>.

We are still working with BML on resolving issues. There has been some movement on a few of our old outstanding issues, but members are still reporting issues with claims processing. BML did complete the audit of the claims we asked them to review and reported that all claims were processed correctly with the exception of the one that we brought to their attention. There have been a few members that we have asked BML to go back and review their claims since the member records and BML records do not match for the deductible accumulator. I expect we should have a report on this by the middle of July.

**Open Enrollment**

Human Resources has begun the process of planning our open enrollment. We will be utilizing the same platform through Benefits Direct that we used last year. Employees will have the opportunity to enroll over the phone or online. It will be an active enrollment which will mean that each employee will have to complete the process even if they are making no changes. This ensures that all employees are given an opportunity to make changes to coverage during this period and reassures Human Resources that each of them were informed of the options. Our open enrollment period is planned for August 15<sup>th</sup> through August 26<sup>th</sup>. USI and Human Resources will be teaming up to bring back in-person enrollment meetings. This gives us the opportunity to educate the employees on all the options they have available to them and for them to ask questions.

**Digitalizing Records**

Corey with Information Technology is still working on our active personnel files. He is about 2/3 of the way through the current files. At this time he has another pressing project so our record completion will be delayed by a few months. We are still on track though to have completion of the active files by the end of the year.

**Internships**

Karla and I are working on a program to implement county wide for unpaid internships within all Reno County departments. We will be meeting with staff from HCC in July to work with them on a plan moving forward.



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July 5, 2022

Monthly Report Information Services

Michael Mathews

### **Staffing changes or issues**

Recently the Data Analyst position that was located in the Health Department has been Transferred to Information Technology, the position is vacant and we are currently advertising the opening.

### **Budget YTD summary**

IT always has a lot of large expenditures at the first of the year as we must pay many of our software support contracts. These contracts come due through the month of April then our expenses tend to go down. We work diligently to remain within our adopted budget. We are currently at 60% of our budget but our spending will decrease quite a lot now.

### **Projects/Issues/Challenges/Concerns**

We are now working on a number of other projects; we are still working on the time keeping project with the Clerk's office and the Health department. We are also reconfiguring our entire domain this project will take several months to complete. Document Management is going well. We are currently working with Deed, HR and the district court. The district court project is the beginning of trying to scan and clear the 5<sup>th</sup> floor documents. We will not be able to complete all the documents by fall but do have a plan to get them all electronic. As part of that we will be moving to Square 9 and away from Docuware in the next couple of months. In June we developed an asset tracking/ maintenance application for the Maintenance department, it is deployed and in the testing phase now. We are also developing an application for Environmental Health to track all their activities and keep track of billing. We also completed a major upgrade to the law enforcement software and that seems to be going well.

**Issues that we dealt with the past month include.** We had a few challenges this month.



## Maintenance & Purchasing Monthly Report 7/1/2022

**Harlen Depew, Director**

**Staffing:** Maintenance has two new custodians on board, but had one leave after graduating trade school and getting a job as an equipment mechanic. We continue to take applications for custodians.

### **Budget YTD summary**

The department has spent 41% of our operating budget at the end of the first half of the year. This is due primarily to vacant positions and a vehicle purchase we haven't yet received pr paid for.

Maintenance & Purchasing employees are diligent about finding the best value they can when purchasing goods and services. However, inflation we're seeing right now is remarkable. Parts and materials are up anywhere between 20% and 100% over what we've been accustomed to over the past number of years. Labor rates for outside contractors are also going up quickly.

### **Projects/Issues/Challenges/Concerns**

**Courthouse Remodel:** All departments have reviewed the conceptual plans and a number of minor changes have been made to accommodate last minute requests. Each department will sign off of the plans that affect their space this week. At that point the plans will become final and work on bid documents will continue in earnest.

**Courthouse Earthquake Repairs:** Courthouse window restoration and interior plaster repairs and painting should be done by the end of July.

The additional work on the dome is moving along nicely. The original slab over the roof area has been removed, and the new slab was poured on Tuesday, June 28. Concrete testing will occur on July 5, and then the waterproofing membrane can be installed and stones can be reset to wrap up the project.

**R-cat/Automotive:** A full exterior paint job was completed at the R-cat building in June. All work was done by maintenance employees, saving approximately 50% or \$12,000 over contracting it out.

**Other:** Maintenance employees did a lot to help with the picnic in June and enjoyed the opportunity to get to work with people from other departments in the process. And the food was good too!

Jim Arneson, Ronnie Martin, and I all participated in the HPO training held at HCC this month, and came away with both affirmation that we're doing a lot of things right, and an increased awareness of things we want to do better. The instructors were excellent, and gave us a lot to think about!



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

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June 2022 Monthly Report

### **Equipment**

Skid Steer and Sign Truck is yet to be delivered. The Sign Truck will be delivered in 2023

### **Projects**

**Asphalt Crew** is overlaying Langdon Rd.

**Mowing/Sign** is mowing county road right – of - way.

**Dirt Crew** replaced a low water crossing on Smoots Creek Rd. and is replacing culverts under roadways scheduled for the 2022 overlay season and cleaning ditches throughout the County.

**Bridge Crew** is permanently removing Lerado Rd, 870 bridge and will start building Fairview Rd. bridge 1.60, 2.4 miles south of Pretty Prairie Road.

**Planning & Zoning** staff is working on possible new subdivision located within the southeast portion of the county and addressing zoning violations.

### **Contracted Projects**

Willowbrook Bridge construction will begin this summer or fall.

69<sup>th</sup> Ave. Bridge construction will begin this fall.

Construction on the Arlington Rd. bridge within the Arlington city limits will be completed and open on July 8th.

Construction on the Arlington Rd. bridge eight miles east of the City of Arlington has been completed and opened.

### **Challenges**

District 201 Yoder and Sewer District 202 Habit rehabs are being redesigned because of the growth of the Law Enforcement Training Center. I'm talking with landowner to purchase property for sewer system expansion.

Test well for Water District 101 has been drilled and are waiting for nitrate test results.

Short three full time positions within Public Works.

Need to consider and start the process of transitioning the ownership and maintenance of Water and Sewer Districts 8 to the city of The Highlands.



Reno County Solid Waste  
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Solid Waste Monthly Update June 2022  
Prepared by Megan Davidson, Director

**Staffing:** We currently have a General Laborer position open; we have two positions that are going through the hiring process and should start sometime in July.

**Projects/Issues/Challenges/Concerns:** Employees have begun dirt work construction at the Gun Range, the entrance to the gun range has been completed and now the dirt work to construct the berms has begun.

Landfill staff has been busy maintaining the sites, hauling cover dirt, mowing, weed eating, etc. We did begin charging for construction demolition June 1<sup>st</sup>. We have had some issues/complaints here and there regarding the fees etc. Looking at the preliminary numbers we are averaging around \$200-250 a day on debit/credit transactions. We are estimating a revenue source of approximately \$6,000-\$7,500 monthly from the Construction Demolition fees from residential and commercial accounts.

Parts continue to be an issue on equipment when parts need to be replaced which makes for more downtime on equipment when they break.

**Budget:** We are awaiting the arrival of the two pickup trucks that we ordered earlier in the year. The scraper that was approved for a rebuild is currently in the shop and everything is moving along with the rebuild as expected.



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TDD: Kansas Relay Center 1-800-766-3777

June 23, 2022

## **MONTHLY REPORT**

### **STAFFING CHANGES OR ISSUES:**

We have lost another employee to the same employer who pays more and lets them work from home. We have now lost three employees to this same employer. We are now down three employees in the tag department and one in the treasurer side. I do have a new employee starting 6/21/22 and still hoping to find a few more.

### **BUDGET YTD SUMMARY:**

As of this day, we are running around 34 % of my year-to-date budget with most of it coming from payroll, contractual services and gas. Again, some of the larger expenses will be late in the year (Lockbox which has gone to \$10,000 and the printing/processing and mailing of the tax statements \$ 23,500.00). I will continue to watch expenses and do my part in keeping our costs down.

### **PROJECTS/ISSUES/CHALLENGES/CONCERNS:**

My department's major projects for the month of June is sending out the 14 day notices on the 2<sup>nd</sup> half delinquent personal property taxes and then sending 2<sup>nd</sup> half warrants to the sheriff's office. We are always issuing tags and processing title work. The sales tax figures bounced back this month, in fact, they exceeded last year by about \$74,000.00.



## RENO COUNTY YOUTH SERVICES

219 West Second Ave.  
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(620) 694-2500  
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JUVENILE DETENTION CENTER  
JUVENILE INTAKE & ASSESSMENT  
BOB JOHNSON YOUTH SHELTER

TDD: Kansas Relay Center 1-800-766-3777

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## Youth Services Monthly Report

June 2022

### Staffing changes or issues (if any)

We're currently seeking to fill the stand-by Youth Care Specialist/Juvenile Detention Officers, a 40-hour male Youth Care Specialists, a 40- hour female Juvenile Detention Officer, an on-call Juvenile Intake and Assessment Officer and a 20-hour Youth Care Specialist. All positions, except standby and on-call positions, offers insurance benefits and KPERS. Those interested in the open positions can apply online at [Renogov.org](http://Renogov.org).

The employee of the month for June is Brent Rome. He started his career October 2008 as a Juvenile Detention Officer. Brent is being recognized for being a positive role model for both juveniles and his coworkers. He's engaged and focus when supervising the juveniles and communicates with his coworkers to ensure a safe environment for all. Brent frequently checks with his supervisor for extra work or projects needing completed. Congratulations Brent, for being selected Employee of the Month.

### Budget YTD Summary

As of 6/29/2022, we have spent 38% of our Shelter budget (Dept.90). The expenses are routine and are mostly due to salaries. The total shelter budget is \$1,151,760. We have spent 42% of our detention budget (Dept.91). Detention expenditures consists of mostly salaries. The total detention budget is \$1,036,265.

### Projects/Issues/Challenges/Concerns

Shelter youth are engaged daily with community service and enjoy the opportunity to help. They complete community service in the morning and have activity in the afternoon. On Friday afternoon the youth listen to guest speakers.

Our detention youth participate in structured learning in the morning followed with structured activities throughout the day.

A large percentage of our employees attended the Defensive Driving training provided by Reno County.