

County Commission

A G E N D A Reno County Annex Conference Room 125 W. 1st Avenue Tuesday, February 14, 2023, <u>9:00AM</u>

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

- 6A. Vouchers (bills or payments owed by the county or related taxing units).
- 6B. Re-Appointments of Shannon Hauschild, Ray Hemman, Erica Rivera, and Lacy Stauffacher to the Reno County Community Corrections Advisory Board for a 2-year term effective 1/1/2023 12/31/2024
- 6C. Appointment of Carmen Booz & Hope Jordan to the Reno County Council on Aging Board for a 3-year term effective 1/1/2023 - 12/31/2025
- 6D. Appointment of Erica Rivera, Edward Bible, and Curtis Jefferis to the Reno County Public Transportation Commission for a 3-year term effective 1/1/2023 12/31/2025
- 6E. Purchase of a 2022 Caterpillar 623K Scraper from Foley Equipment, Wichita, KS in the amount of \$998,000.00
- 6F. Items to be declared as Surplus Property
- 6G. Leasing and Software Maintenance/Support Proposal from KNOWiNK for 70 iPads "Poll Pads" for the Elections Department at a first-year cost of \$17,894.10
- 6H. ARPA Subrecipient Agreement with Haven EMS for \$12,100.00
- 6I. Resolution to add Deputy Treasurer Richele Calvert on the State of Kansas Multiple Investment Pool (MIP) Account

7. Business Items

- 7A. Purchase of Tyler Technologies' Eagle Recording software for the Register of Deeds office. Total first year cost would be \$85,769.00
- 7B. Annual Update for Departments of Aging Services and Public Transit
- 7C. 2023 Annual Maintenance & Purchasing Update
- 7D. Update on HABIT and Yoder Sewer District's Engineering Cost

8. County Administrator Report

- 8A. Monthly Department Reports
- 8B. Financial Report

9. County Commission Report/Comments

10. Executive Session

- 10A. Executive Session for 15 minutes relating to the acquisition of real property
- 10B. Executive Session for 30 minutes for personnel matters of non-elected personnel

11. Adjournment



AGENDA ITEM

AGENDA ITEM #6.B

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Randy Regehr, Community Corrections Director

AGENDA TOPIC:

Re-Appointments of Shannon Hauschild, Ray Hemman, Erica Rivera, and Lacy Stauffacher to the Reno County Community Corrections Advisory Board for a 2-year term effective 1/1/2023 - 12/31/2024

SUMMARY & BACKGROUND OF TOPIC:

By State Statute the County is responsible for appointing four members to the Community Corrections Advisory Board. These current members have applied to serve another two-year term.

RECOMMENDATION / REQUEST:

Appoint Shannon Hauschild, Ray Hemman, Erica Rivera, and Lacy Stauffacher to the Community Corrections Advisory Board.



Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration

term date) Reno County Community	/ Corrections		
Name: Erica Rivera			
Residence Address: East 7th			
City: Hutchinson	State: KS	Zip: 67501	
Home Phone:	Cell-Phone:	Email:	erivera@beyondbarriersks.com
Current or Previous Employment (Name of Business & Industr	y) Beyond Barriers		
Availability during Business Hours	• Yes	O No	
Preferred method of Contact	Phone	🔘 E-Mail	

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

I feel that it is important to have representation of the disability community on the board. I bring 15 years of experience working with people with disabilities. I currently serve on the Community Corrections Advisory Board, the Reno County Area Transit Board, and the Horizons Board. It is important for me to stay involved in our community, and I hope I'm allowed the opportunity to serve another term. Thank you!

Erica Rivera

Signature of Applicant

09 / 06 / 2022

Date



Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration

erm date) Community Corrections Advisory Board								
Name: Lacy Stauffacher								
Residence Address: Foothill Dr.								
City: Hutchinson	State: KS	Zip: 67502						
Home Phone:	Cell-Phone:	Email: lacys@interfaithks.org						
Current or Previous Employment (Name of Business & Industr	y) Interfaith Housing	and Community Service						
Availability during Business Hours	Yes	O No						
Preferred method of Contact	O Phone	• E-Mail						

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

I have worked with Interfaith Housing and Community Services for eight plus years. I am involved in reintegration housing and Mentor 4 Success within the correctional facility. The Community Corrections Advisory Board gives me the opportunity to share the community resources and housing opportunities for those who are on corrections to become stable and successful.

Lacy Stauffacher

Signature of Applicant

09 / 27 / 2022

Date



Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration

term date) Community Corrections.	Expires this fall	
Name: Runold R. (Ray) Hemman Jr		
Residence Address: E. 12th Ave		
City: Hutchinson	State: KS	Zip: 67501
Home Phone:	Cell-Phone:	Email: rayhemman@gmail.com
Current or Previous Employment (Name of Business & Industr	y) USD 308 (retired))
Availability during Business Hours	Yes	O No
Preferred method of Contact	O Phone	• E-Mail

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

I worked for 23 years for Hutchinson USD 308. I know the value in different agencies working together to solve community problems. Now that I am retired, I would like to continue that service

Ray Heuman

Signature of Applicant

09 / 06 / 2022



Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration

term date) Community Corrections A	Advisory Board	
Name: Shannon Hauschild		
Residence Address: East Academ	ıy	
City: Hesston	State: Kansas	Zip: 67062
Home Phone:	Cell-Phone:	Email: shauschild@mirrorinc.org
Current or Previous Employment (Name of Business & Industry	y) Mirror, Inc	
Availability during Business Hours	Yes	O No
Preferred method of Contact	O Phone	E-Mail

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

I would like to continue to serve on the Community Corrections advisory Board to give back to the community. I am an ex-offender and Community Corrections helped me turn my life around. I have relocated to Hesston due to working in Newton, but I am still very involved in the Hutchinson community. Hutchinson will always be my home. I have struggled with addiction but have been in recovery for the past 17 1/2 years as well as working in the field of addiction for the past 15 years. I have a lot of knowledge to offer the board from both sides of my experiences. I hope that you will let me to continue to serve on this amazing board. Thank you!!

Shauuou Hayschild

Signature of Applicant

11 / 22 / 2022

Date



AGENDA ITEM



AGENDA DATE:

February 14, 2023

PRESENTED BY:

Barbara Lilyhorn, Dept of Aging & Public Transit Director

AGENDA TOPIC:

Appointment of Carmen Booz & Hope Jordan to the Reno County Council on Aging Board for a 3-year term effective 1/1/2023 - 12/31/2025

SUMMARY & BACKGROUND OF TOPIC:

GUIDELINE: There shall be nine members of the COUNCIL, all of whom shall reside in Reno County. Fifty-one percent (51%) of the COUNCIL shall be sixty (60) years of age or older. At least three (3) COUNCIL members shall reside within the corporate limits of the City of Hutchinson; at least four (4) members shall reside outside the city limits of Hutchinson; and two (2) members shall be employees of agencies within Reno County which serve older persons, such as, the County Health Department, Meals on Wheels, Retired Senior Volunteer Program, Aging Projects, Social Security, or licensed medical care providers. Members may serve successive terms. Carmen Booz is seeking reappointment.

ALL OPTIONS:

Waive the residency guideline for the Agency Representative and appoint both applicants to the Reno County Council on Aging for a 3-year term beginning on January 1, 2023 and ending on December 31, 2025.

Observe the residency guideline and reject the Agency Representative applicant and appoint the City of Hutchinson applicant.

Reject both applicants.

RECOMMENDATION / REQUEST:

Waive the residency guideline for the Agency Representative and appoint both applicants to the Reno County Council on Aging for a 3-year term beginning on January 1, 2023 and ending on December 31, 2025.

POLICY / FISCAL IMPACT:

None



APPLICATION FOR APPOINTMENT TO RENO COUNTY COUNCIL ON AGING

Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration
term date) KENU COUNCI ON Ageng
Name: CARMEN BOR
Residence Address: LENDX AUCINE
City: Hichonson State: JS. Zip: 67502
Home Phone: Email: BODZ @ AH. Not
Current or Previous Employment (Name of Business & Industry)
Availability during Business Hours No
Preferred method of Contact Phone E-Mail

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

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Signature of Applican

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APPLICATION FOR APPOINTMENT TO RENO COUNTY COUNCIL ON AGING

Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration term date) N/A

Name: Hope Lee Jordan	
Residence Address: Brentwood	
City: Hutchinson	State: KS Zip: 67502
Home Phone:	Cell-Phone: Email: hope.jordan@legendseni.com
Current or Previous Employment (Name of Business & Industr	y) Legend of Hutchinson (Current) Wesley Towers (Former 12 years)
Availability during Business Hours	Yes O No
Preferred method of Contact	O Phone 🕑 E-Mail

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

Over the past 20 years I have been able to work along side and learn the value and of the seniors within our community. This has created a passion for helping and providing resources to those I work with every day as well as those individuals in the community continue to live the most vibrant life possible. Through my employment at Legend Senior Living, I have resources of value at my fingertips for our community, as we are open to hosting educational events, providing education and other areas of need as expressed.

Please note that the email box provided did not provide enough character space for my email. Please note the correct email as follows: hope.jordan@legendseniorliving.com

Hope Jordau

Signature of Applicant

08 / 30 / 2022

Date



AGENDA ITEM

AGENDA ITEM #6.D

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Barbara Lilyhorn, Dept of Aging & Public Transit Director

AGENDA TOPIC:

Appointment of Erica Rivera, Edward Bible, and Curtis Jefferis to the Reno County Public Transportation Commission for a 3-year term effective 1/1/2023 - 12/31/2025

SUMMARY & BACKGROUND OF TOPIC:

The Public Transportation Commission shall consist of a maximum of eleven (11) members but not less than eight (8) members. Only residents of Reno County are eligible to be appointed to the commission. Representatives from the following areas or concerns shall be given consideration for appointment to the commission: City of Hutchinson, small towns, persons involved with public and private education and the business community, disabled persons and senior citizens. Members shall be appointed for terms of three (3) years. Commission members may be appointed to successive terms. Erica Rivera is seeking reappointment.

ALL OPTIONS:

Appoint all three applicants for 3-year terms beginning January 1, 2023 and ending December 31, 2025.

RECOMMENDATION / REQUEST:

Appoint all three applicants.

POLICY / FISCAL IMPACT:

None



APPLICATION FOR APPOINTMENT TO RENO COUNTY PUBLIC TRANSPORTATION COMMISSION

Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration

term date) Reno County Area Trans	it Board	
Name: Erica Rivera		
Residence Address: E 7		
City: Hutchinson	State: KS	Zip: 67501
Home Phone:	Cell-Phone:	Email: erivera@beyondbarriersks.com
Current or Previous Employment (Name of Business & Industry	y) Beyond Barriers	
Availability during Business Hours	Yes	O No
Preferred method of Contact	O Phone	E-Mail

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

I currently serve on the Reno County Area Transit board as well as other boards within the community. I believe that having representation of the disability community is important. I bring over 15 years of experience working with people with disabilities. I enjoy participating and being involved in the community, I hope that I am allowed to serve another term on the RCAT board.

Erica Rivera

Signature of Applicant

09 / 06 / 2022

Date



APPLICATION FOR APPOINTMENT TO RENO COUNTY PUBLIC TRANSPORTATION COMMISSION

Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration term date) Last term ended 12-31-2021

State: KS	Zip: 69502	
Cell-Phone:		Email: catsmeow21@cox.net
City of Hutchinso	n -Community	Development Specialist 10 yrs
Yes	No	
Phone	E-Mail	
C	Cell-Phone: City of Hutchinso	Cell-Phone:

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

I served as Community Development Specialist with the City of Hutchinson for 10 years from 2004- 2014. I worked with many groups which serve persons of need in Reno County. I have a long history serving on various non-profit boards and committies throughout my working career, covering a wide variety of community needs, including Interfaith Housing Services as Ex-Officio board member for 6 years. I have enjoyed serving on the Reno County Transit Commission for several years going back to my days of working at the City of Hutchinson. I am currently the Secretary of the Hutchinson Noon Lions Club, which among other things, help persons in need of eye exams & eyeglasses. I am a member of the American Legion & normally volunteer to work at the NJCAA Tournament. I also volunteer with United Way of Reno County.

APPLICATION FOR APPOINTMENT TO RENO COUNTY BOARDS/COMMITTEES/COMMISSIONS

Name of Board/Committee/Commissic committee membershint	on Preference (Please co	Omplete one application for each board, commission, or
Reno County Transi Are you presently serving on a car	Coam 33 10	κ.
term date) No, Last ferm (Poard, committee or co Phal-cd 12-31-j	mmission? If so, which one(s)? (Please provide expiration そっえし
Name: Edward R. Bible		
Residence Address: Circle	Dv .	
City: Hutchinson	state: KS	Zip: 67502
Home Phone:	Cell-Phone	Email: Catsmeous 21 @ Cox.nef
Are you presently employed where you <i>MD, Refired</i> ,	I may be reached for bo	pard, committee or commission purposes?
Name of Business:		
Address:		
lity:	State:	Zip:
Work Phone:	Email:	
knowledge, skills, experience, or backgr I served as Commun City of Hutchinson f with many groups whi I have a four bis	ound you possess that with Drevelops foor 10 years the serve pre	rent Specialist with The from 2004-2014 I worked rooms of need in Reno County.
Housing Services as	mmunity ne 5 Ex-Officio	eds, including at Interfaith
I have enjuged s Sor several years g the City of Hute	erving on the rving back zhinson.	working career, covering a eds, including at Interfaith board whember for Gyeors. he Rem County Transit Commiss in to my days of working at Date
Signature of Applicant		Jeb. 22, 2022 2/28/2019
	1 11 11	

Signature of Applicant

I am currently the Secretary of the Hutchinson Noon Lions Club, which among other things, help persons in need of eye exams & eyeglasses. I am a member of The American Legion & normally volunteer to work at the NJCAA Tournament. I also volunteer with United Way of Reno County.

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Signature of

APPLICATION FOR APPOINTMENT TO **RENO COUNTY PUBLIC TRANSPORTATION COMMISSION**

Are you presently serving on a County board, committee or commission? If so, which one(s)? (Please provide expiration term date) No.

Name: Curtis Jefferis						
Residence Address: W4th	1					
City: Hutchinson	State:	KS	Zip:	67501		
Home Phone:	Cell-P	hone:		Email	cjefferis14@cox.net	
Current or Previous Employment (Name of Business & Industr	y) Be	eyond Reproac	h, Am	nazon Freight Par	tner (Trucking)	
Availability during Business Hours	• Y	′es [No		
Preferred method of Contact	• F	Phone		E-Mail		

Please indicate below your reasons for wanting to serve on this board, committee, or commission. Tell what special knowledge, skills, experience, or background you possess that you believe are applicable to this board.

My way of giving back is by helping veterans in need of assistance. I am a member of several local veterans groups including American Legion Post 68 (and Legion Riders, ALR), Veterans of Foreign Wars Post 12157 and President of the local non-profit Central Kansas Veterans Community Partnership (CKVCP.ORG). In both the ALR and CKVCP I am on the committees that receive request from veterans and their families that are in need of assistance. Being on this commission would be an additional way of helping to fulfill the mission of CKVCP of helping area veterans. I currently hold and use a CDL. I have a passenger endorsement on my license. I have been driving commercially since 2003. While most of my driving has been over the road and not passenger transportation. I do feel that it gives me a better prospective on driving larger vehicles.



AGENDA ITEM

AGENDA ITEM #6.E

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Megan Davidson, Director

AGENDA TOPIC:

Purchase of a 2022 Caterpillar 623K Scraper from Foley Equipment, Wichita, KS in the amount of \$998,000.00

SUMMARY & BACKGROUND OF TOPIC:

The landfill runs three scrapers onsite. This machines function is to haul dirt from the borrow area to cover trash or construction demolition as per the KDHE regulations on a daily basis. We also use these machines to do all of the self performing work on projects we have going on at the landfill which in turns saves the county thousands of dollars not to have to hire a contractor to come in and do the dirt work . We utilize the scrapers to assist in all construction aspects of new landfill pre-cell work. The landfill has an equipment replacement schedule. The Solid Waste department uses a Certified Powertrain Rebuild Program on Scrapers, Dozers, and Compactors. The first rebuild is performed around 12,000 hours and the second rebuild is performed around 22, 000 hours. The purpose of this agenda item is to purchase a brand new 2022 CAT 623K Scraper from Foley Equipment in the amount of \$998,000.00. This machine comes with 12 months unlimited hours and 5 year/5,000 hours premier care warranty with travel time and mileage included. This amount does include a trade-in of our 1996 CAT 623F Scraper that has 31,624 hours on it and has had 2 CPT Rebuilds performed on it in years past. This machine cannot have any new rebuilds and is at the end of its life cycle. Funding will come out of our Equipment Purchase/ Solid Waste Operating budget and it has been approved within our Capitol Improvement Plan. This type of wheel tractor scraper is only manufactured by one company which is Caterpillar. Foley Equipment is the only dealer that is nearby.

ALL OPTIONS:

1. Purchase the New 2022 Caterpillar 623K Scraper from Foley Equipment in the amount of \$998,000.00

- 2. Move the purchase of a new scraper to the next year.
- 3. Table the Purchase of the scraper to a future date for further discussion

RECOMMENDATION / REQUEST:

Approve the purchase of the 2022 Caterpillar 623K Scraper in the amount of \$998,000 from Foley Equipment, Wichita, KS

POLICY / FISCAL IMPACT:

This purchase of the 2022 623K Scraper was approved in the CIP 2023 Budget by the commission and is within the approved budget amount requested for this purchase.



SALES AGREEMENT

DATE

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

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CUSTOMER	RENO COUNTY SOLID WAS	STE DEPT								
STREET ADDRESS	703 S MOHAWK RD									
S CITY/STATE	HUTCHINSON, KS		COUNTY	RENO			s			
0	67501-9031		PHONE NO.				—— й —			
L POSTAL CODE D				620 314 8194			¦			
T CUSTOMER CONTACT:		EGAN DAVIDS					т			
0	PRODUCT SUPPORT M	EGAN DAVIDS	ON				os	hipping Term: Wi	chita, KS	
INDUSTRY CODE:	AIR/WATER RESOURCE &	SOLID WST	PRINCIP	AL WORK CODE						
CUSTOMER 01430 NUMBER	95		Sales Tax Exen N/A	nption # (if applicable)				CUSTOMER	PO NUMBER (For referen	ce only)
PAYMENT TERMS:								(All terms and pa	yments are subject to Fina	ince Company - OAC approval)
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		DESCRIPT	TION OF EQUIPM	ENT ORDERED / PUR	CHASED					
MAKE: CATERPILLAR	N	ODEL: 623K					YEAR: 2022			
STOCK NUMBER: UGN13	397 S	ERIAL NUMBER:	OWTB00510							
623K WHEEL TRACTOR	R-SCRAPER HRC									
2022 MODEL										
STANDARD CERTIFICA	ATION AR									
COLD START ATTACHN	1ENT									
FAST FILL GP										
STD WORK LIGHTS										
ENGINE, C13, US EPA	TIER 4 FINAL									
STD HVAC INLET										
NON-POWERED ACCESS	5 GP									
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PRODUCT LINK, CELI	LULAR PLE641									
SEQUENCE ASSIST CE	PM									
LOAD ASSIST										
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CATERPILLAR EQUIPM		SECONT LIVIE	REGIENCEPTA	S SHOWN ABOVE.	Custome				Stime of delivery.	
			INITIAL				WARRANT		INITIAL	
and have read and unders responsible for taking oil san warranty.	s that they have received a copy o stood said warranty. Scheduled o mples at designated intervals from g expiration date where necessary: ced hours	il sampling (S.O.S	S.) is mandatory	with this warranty. Th	e Custome	er is	All used equipme specified here: Warranty applica		L and no warranty is off	ered or implied except as
60 MONTHS / 5000 INCLUDED	HOURS PREMIER CARE WA	ARRANTY WITH	H TRAVEL TI	ME AND MILEAGE						
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

Foley Equipment Company				
Smith,	Shawn			

APPROVED AND ACCEPTED ON REPRESENTATIVE RENO COUNTY SOLID WASTE DEPT

SALES MANAGER BY

SIGNATURE

PURCHASER

PURCHASER

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.

<u>9. Consignment.</u> 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.



Cat® 623K

WHEEL TRACTOR-SCRAPER

MAIN FEATURES AND BENEFITS:

- Tractor Serviceability Improvement The filter bank located at the rear of the engine compartment has undergone improvements for serviceability by raising the filter bank up for easier access.
- Engine Over Speed Protection In the event of an engine over speed situation, the compression brake or brakes will automatically engage with no operator input. The machine determines the over speed condition based on rate of acceleration and applies compression brakes automatically.
- Advanced Cushion Hitch With similar technology as the Cat® Advanced Ride Management seat suspension, this software allows the cushion hitch to prevent end stroke by having the ability to predict end stroke events and manage the rate of dampening. The desired result is improved hitch repair, reduced maintenance and improved operator ride in rough conditions.
- High Pressure Steering 620K Series steering system design requires significantly less steering effort. The reduced steering effort will allow for decreased operator fatigue and a more efficient operator resulting in possible higher rates of production late in the work cycle.
- Load Assist Option The 623K now is offered with the Load Assist option like the 621K and 627K.
- Draft Arm Overflow Guards The open bowls now come standard with bowl side overflow guards to help prevent material from flowing over the bowl sides and falling onto the draft arms where material becomes lodged between the bowl side and draft arm resulting in decreased work cycle times.
- Auto Stall In cold weather conditions the machine will use the Auto Stall feature to help warm up the transmission oil faster resulting in the machine shifting out of torque converter drive (2nd gear) faster than on previous models.

- Differential Lock Engagement Protection (Standard) This standard feature allows the machine to prevent the operator from engaging the differential lock when damage could occur.
- Cab Improved The interior of the K Series cabs has improved the operator comfort and visibility by redesigning the dash area and key pad placement.
- Machine Speed Limit This feature is designed to take the place of top gear selection. If the machine top speed needs to be limited the operator can select the top speed through the display or the top speed can be set in ET. This will allow the machine to find the correct gear that works best for the engine and transmission. Allowing the engine and transmission to select the correct gear to pull the load in most cases resulting in a lower engine load factor and lower fuel burn verses using top gear selection that required the machine to run at engine speeds at or close high idle.
- Ground Speed Control Ground Speed Control sets the desired top speed by the operator if job site conditions or segment speed limits require a speed less than full run out. Machine Speed Limit is intended for use when top speed needs to be limited for longer durations and Ground Speed Control is intended for use when the top speed needs to be reduced for shorter segments or intermediate periods of time. The operator can set the desired top speed and the machine will find the correct gear that works best for the engine and transmission. Allowing the engine and transmission to select the correct gear to pull the load in most cases will result in a lower engine load factor and lower fuel burn verses top gear selection.

Specifications

General Data Fuel Tank Refill Capacity: Scraper 763 L 201 U.S. gal Top Speed (Loaded) 53.9 km/h **Overall Width** 11'7' 3.57 m 180° Curb-to-Curb Turning Width 11.8 m 38'7" **Overall Shipping Height** 3.77 m 12'3" Tires: Scraper Capacity: **Tractor Drive** 33.25R29**E3 Struck 18.8 yd3 14.4 m³ Scraper 33.25R29**E3 Heaped 17.6 m³ 23 yd³ **Operating Weight (Empty)** 88,061 lb 39 937 kg Rated Load 25 038 kg 55,200 lb **Overall Length** 13.77 m 25.1 tonnes 27.6 tons **Elevator Flight Spacing** 520 mm Width of Cut 10'4" 3.14 m Number of Flights 15 Maximum Depth of Cut 262 mm 10.3" Maximum Floor Opening 1.34 mm Maximum Depth of Spread 465 mm 18.3"



33.5 mph

45'2"

20"

4'4"

623K Wheel Tractor-Scraper

Engine

Engine Model	Cat C13 ACERT™	
Rated Engine RPM	2,000 rpm	
Flywheel Power: Tractor	304 kW	407 hp

• Cat C13 ACERT engine meets U.S. Environmental Protection Agency (EPA) Tier 4 Final/EU Stage IV engine emission standards.

Cab

ROPS/FOPS

Meets SAE and ISO standards

• The exterior sound power level for the standard machine (ISO 6393) is 111.5 dB(A).

Safety Criteria Compliance Standards

Rollover Protection Structure (ROPS)	ISO 3471:2008 for up to 17 084 kg (37,664 lb)
Falling Object Protective Structure (FOPS)	ISO 3449:2005 Level II
Brakes	ISO 3450:1996
Steering System	ISO 5010:2007
Seat Belt	SAE J386:JUN1985
Reverse Alarm	ISO 9533:2010

Travel Speeds (Runout)

Transmission Gear:		
First	5.0 km/h	3.1 mph
Second	8.9 km/h	5.5 mph
Third	12.1 km/h	7.5 mph
Fourth	16.3 km/h	10.1 mph
Fifth	21.9 km/h	13.6 mph
Sixth	29.6 km/h	18.4 mph
Seventh	39.9 km/h	24.8 mph
Eighth	53.9 km/h	33.5 mph
Reverse	9.2 km/h	5.7 mph

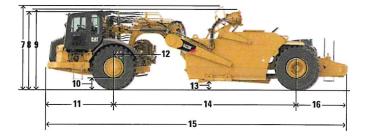
Implement Cycle Times

Bowl Raise	3.0 seconds
Bowl Lower	3.5 seconds
Ejector Extend	6.45 seconds
Ejector Retract	9.7 seconds

Service Refill Capacities

Crankcase	30.58 L	8.08 gal
Transmission System	93 L	24.76 gal
Cooling System	45 L	11.89 gal
Fuel Tank	818 L	216.09 gal
Hydraulic System	83 L	21.926 gal
Diesel Exhaust Fluid	30.5 L	8.0572 gal





Dimensions

	623K	
	mm	in
1 Width – Overall Machine	3585	141.1
2 Width – Overall Machine – Ladder Down	3790	149.2
3 Width – Tractor	3381	133.1
4 Width – Rear Tire Centers	2290	90.2
5 Width – Inside of Bowl	3048	120.0
6 Width – Outside Rear Tires	3275	128.9
7 Height – Overall Shipping	4037	158.9
8 Height – Top of Cab	3621	142.6
9 Height of Top of Elevator	3768	148.3
10 Ground Clearance – Tractor	557	21.9
11 Front of Tractor to Front Axle	3119	122.8
12 Axle to Vertical Hitch Pin	432	17.0
13 Height – Scraper Blade Maximum	520	20.5
14 Wheelbase	8370	329.5
15 Length – Overall Machine	13 767	542.0
16 Rear Axle to Rear of Machine	2278	89.7

3

- includes washers
- Door lock
- Messenger Display

STANDARD EQUIPMENT

POWER TRAIN – TRACTOR

- Cat C13 ACERT engine with MEUI[™]
- Cat engine brake
- Electric start, 24 Volt
- Air cleaner, dry type with precleaner
- Fan, hydraulic
- Ground level engine shutdown
- Radiator, aluminum unit core, 9 fins per inch
- Guard, crankcase
- Muffler (only for less or non-regulated regions engine arrangement only)
- Starting aid, ether
- Braking system:
 - · Primary and secondary, wet disc, hydraulic
 - Parking, hydraulic-released, spring-applied
 - Throttle lock
- Transmission:
 - · 8-speed planetary power shift
 - ECPC control
 - APECS software
 - Programmable top gear selection
 - Transmission hold
 - Differential lock
 - Guard, power train
 - Standard tire spin reduction
 - · Ground speed control
 - Machine speed limit
 - Differential lock protection

POWER TRAIN – SCRAPER

- Braking system:
 - · Primary and secondary, wet disc, hydraulic

ELECTRICAL – TRACTOR

- Alternator, 150 Amp
- Batteries (4), 12V, 1,000 CCA, maintenance free, high output
- Electrical system, 24V
- Lighting system:
 - Headlights, halogen
 - Turn signals with hazard function, LED floodlights, (2) cutting edge (1) bowl, halogen side vision (2)
- Starting/charging receptacle

ELECTRICAL – SCRAPER

- Alarm, backup
- Lighting system:
- Brake lights, LED
- · Turn signals with hazard function, LED

OPERATOR ENVIRONMENT – TRACTOR

- HVAC system, heat, AC, defrost
- Thermostat control of HVAC system
- Coat hook
- Lunchbox platform with holding strap
- Diagnostic connection (2)
- 12V power ports (2)
- Differential lock (1)
- Dome courtesy light
- Horn, electric
- T-Handle implement control
- Mirror, rearview
- Radio ready
- ROPS/FOPS cab, pressurized
- Keypad switches:
 - Throttle lock
 - Wipers/washers
 - Hazard lights
 - Retarding level select
 - · Work lights on, off
 - Information mode on Messenger Display
- Safety tab rocker switches: Regeneration control
 - (Tier 4 Final/EU Stage IV only)
 - · Parking brake
- Seat belt, static two-piece
- Seat, Cat Advanced Ride Management (ARM), Cat Comfort Series 3, rotates 30 degrees
- Steering wheel, tilt, telescoping, padded
- Windows, right side emergency egress
- Windows, sliding
- Windows, laminated, zipped in
- Windshield wipers, front and rear windows,

Gauges, warnings include:

623K Wheel Tractor-Scraper

- Coolant temperature
- Engine oil temperature
- Hydraulic oil temperature
- DPF temperature
- Fuel level
- Park brake
- Implement lockout
- Brake system
- Regeneration required
- Throttle lock
- System voltage
- Secondary steering
- Bail down
- Ejector auto
- Differential lock

Transmission hold

High beam lights

Engine speed, rpm

Advanced cushion hitch

Registration Number (CRN)

Heater, engine coolant 120V

Heater, engine coolant 120V

• 17.6 m3 (23 yd3), heaped

13.5 m³ (17.6 yd³), struck

Hydraulic position sensing cylinders

Extended Life Coolant to -37° C (-34° F)

OTHER STANDARD EQUIPMENT – TRACTOR

Accumulators (cushion hitch) with Canadian

OTHER STANDARD EQUIPMENT -- SCRAPER

Gear selection

• DEF fill levels

Fast oil change

Tow pin, front

Vandalism locks

Vandalism locks Elevator with 15 flights

(bowl lift and apron)

Rims (2)

Bowl

Fenders, non-metallic

FLUIDS

Apron float

Cushion hitch

Action lamp

OPTIONAL ATTACHMENTS

STEERING ARRANGEMENTS

Secondary Steering Arrangement

INTEGRATED TECHNOLOGIES

- Sequence Assist Arrangement
- Load Assist
- Cat Grade Control with Load Assist

OTHER ATTACHMENTS

- Camera arrangement WAVS
- Steering lock external
- Cab beacon
- Air horn
- Air horn and beacon
- Fender, scraper
- Wiring group

WORK LIGHT ATTACHMENTS

HID work lights

AMBIENT CAPABILITY ARRANGEMENTS

- Cooling, high ambient HRC
- Cooling, low ambient HRC
- Cooling, high ambient LRC
- Cooling, low ambient LRC

OTHER ATTACHMENTS

Year of manufacture plate

SERVICE INSTRUCTIONS

- Film arrangement U.S. (ANSI)
- Film arrangement International (ISO)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

AEHQ7224 (03-14)

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AGENDA ITEM

AGENDA ITEM #6.F

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Harlen Depew, Maintenance & Purchasing Director

AGENDA TOPIC:

Items to be declared as Surplus Property

SUMMARY & BACKGROUND OF TOPIC:

These items have outlived their usefulness to Reno County and are no longer needed. Attached is the Resolution explaining the process for disposition of surplus property.

ALL OPTIONS:

Declare items Surplus -they will be sold thru Purple Wave Auction. Decline approval - would be hauled to the landfill.

RECOMMENDATION / REQUEST:

Declare the attached list of items as Surplus Property.

POLICY / FISCAL IMPACT:

Auction proceeds will go back into the County General Fund.



Items to submitted to be declared as Surplus Property February 1, 2023

- 4 ea. Residential washing machines from Youth Services
- 4 ea. Residential dryers from Youth Services
- Approximately 300 old telephones -various departments
- 2 ea. Blodgett steam kettles -Youth Services
- 12 ea. Fluorescent light fixtures -Courthouse
- 3 ea. 4 drawer filing cabinets -Courthouse
- 2 ea. Large wood corner cabinets & 1 coffee table -District Court
- 1 ea. Couch -District Court

1 lot misc. used pipe hangers, chop saw, air compressor tank & hardware

Misc. Prisoner cages, light bars, MDT mounts & siren controllers -Sheriff's Dept.

Misc. used tires -Automotive

RESOLUTION 2007- 16

A RESOLUTION ESTABLISHING A POLICY AND PROCEDURE FOR DISPOSITION OF SURPLUS PROPERTY

WHEREAS, K.S.A. 19-211(b) authorizes county commissions to adopt a resolution establishing an alternate methodology to that prescribed at K.S.A. 19-211(a) for the disposal of property; and

WHEREAS, the Board of County Commissioners has determined the need to establish quidelines for disposition of surplus property for Reno County; and

WHEREAS, this policy supersedes all prior resolutions or policy statements by the Board of County Commissioners regarding the disposition of surplus property.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that the policy titled "Disposition of Surplus Property", attached hereto and incorporated herein, is hereby adopted and shall become effective upon passage of this Resolution.

BE IT FURTHER RESOLVED that all prior Resolutions and policy statements by the Board of County Commissioners in conflict with this Resolution are hereby repealed.

ADOPTED in regular session this $\underline{30^{-2}}$ day of $\underline{77}$ 2007.

BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS

and Frances J. Garcia, Chairman

Larry R. Sharp, Member

Francis E. Schoepf, Member

ATTEST: **Reno County Clerk**

2007-16

Disposition of Surplus Reno County Property

I. **PURPOSE**

This policy establishes guidelines for the identification and disposition of surplus property, including personal and real property owned by Reno County.

II. POLICY STATEMENT

Real and personal property owned by Reno County represents a considerable investment of public funds. Procedures and safeguards provided herein are designed to encourage efficient utilization of property, establish managerial control, and provide for the efficient disposition of property deemed as surplus in accordance with this policy or other applicable restrictions governing the disposition of such property.

It is the policy of Reno County to dispose of surplus property in a manner which provides the greatest monetary return to County government or which serves some valid public purpose.

III. <u>DEFINITIONS</u>

Surplus Property	Real or personal property owned by Reno County which is no longer needed due to changing service requirements, damage, wear, or because the property has become obsolete or redundant to the County's needs.
Personal Property	Movable items, including equipment, vehicles, machinery, furniture, fixtures, tools or other moveable, physical goods are considered personal property.
Real Property	Real estate, including land, easements, buildings and related permanent, immovable assets affixed to land are considered real property.

IV. PROCEDURES

A. Personal Property

- 1. Each Department Director respectively will determine whether department property has become Surplus Property. The director will also determine how the Surplus Property was acquired, and whether a transfer or disposition is subject to any restrictions due to the original source of funding. Examples include, but are not limited to, federal or state grant requirements or other statutory restraints.
- 2. The Director will notify the Maintenance/Purchasing Director of available Surplus Property. The Maintenance/Purchasing Director will ensure that Surplus Property is made available to other County departments before sale or other disposition in order to maintain the maximum economic utility from such property.

- 3. If Surplus Property is not transferred to another County department, the Director of Maintenance/Purchasing will determine the value of the Surplus Property. In those instances where the Maintenance/Purchasing Director determines Surplus Personal Property to be damaged, worn out, obsolete, or where the expected sale proceeds do not justify the costs of sale, the Director shall have the authority to dispose of such Surplus Property in the County's landfill or at a recycling facility, if available.
- 4. If the Maintenance/Purchasing Director determines the Surplus Property to have a value justifying the costs of sale, the Director will provide this information to the Board of County Commissioners who may declare the item or items to be "Surplus County Property" and authorize sale or disposal. Such action will be duly recorded in the official Minutes of the governing body.
- 5. After the property has been declared Surplus County Property, it may be disposed of through the most efficient and economical method likely to maximize returns, which shall include, but are not limited to, live public auction, online public auction, trade-in, sealed bid, fixed price, private negotiation or any other method deemed most beneficial to the County; Provided, if the cumulative value of Surplus Property is estimated to exceed \$10,000.00, the method of disposal shall be approved by the Board of County Commissioners. It is further provided that if the cumulative value of Surplus Property is estimated to be less than \$10,000.00, the Director of Maintenance/Purchasing may use any method of disposal which in his or her discretion is the most efficient and economical method to maximize the proceeds of sale.
- 6. Following the sale or other disposition of Surplus County Property, notification shall be provided to the Board of County Commissioners regarding the method of disposition, description of the property, the time and date of sale, the recipient of the property and the value received. Such notification may also be published on the County's website.
- 7. County Property which is traded to a vendor in exchange for new or used property of like kind, such as motor vehicles, shall not be considered Surplus Property whose sale, disposition or transfer is subject to the terms of this policy.

B. Real Property

- 1. Sale or disposition of real property shall be coordinated by the County's Fiscal Administrator. The Fiscal Administrator shall be responsible for obtaining the current fair market value of the real property and shall gather and retain information regarding the location and size of the property, zoning, and any restrictions, covenants, encumbrances, etc. that remain attached to the parcel.
- 2. Real property may be disposed of through live public auction, public online auction, sealed bid, negotiated sale, or any other method approved by the Board of County Commissioners.

- 3. Following sale or disposition of real property, notification shall be provided to the Board of County Commissioners regarding the method of disposition, description of property, time and date of sale, recipient of property and value received. Such notification may also be published on the County's website.
- 4. Following disposition of real property, the Fiscal Administrator will be responsible for updating any relevant financial records and for notifying the County's Risk Manager for the update of insurance and risk management information.

C. Public Notice

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Public notice of the sale or disposition of Surplus Property may vary depending upon the nature of the Surplus Property and the method of sale. Public notices may be given by posting on the County's website, by publication in the official County newspaper, or by any other mechanism deemed appropriate under the circumstances to allow public participation or notification. Inclusion of items on the Board of County Commissioners agenda shall constitute sufficient public notification. When the cumulative value of Surplus Property to be offered for sale exceeds \$5,000.00, the form of public notice shall be approved by the Board of County Commissioners.

D. Legal Review

All contracts, deeds, and related documents must be reviewed and approved by the County Counselor prior to the disposition of real or personal property.

E. Donations

Notwithstanding any provisions to the contrary, surplus property may be donated to other governments or non-profit organizations if, in the opinion of the Board of County Commissioners, doing so serves the best interest of the County. Donations of County owned property shall require approval of the Board of County Commissioners through the established agenda process. The agenda item shall include a description of the property, recipient, date of transfer, and estimated fair value. Donation of Surplus Property acquired with proceeds of a dedicated mill levy may be prohibited without compensating the dedicated fund for the fair market value of the Surplus Property.

F. Conflicts of Interest

County employees shall be permitted to participate as buyers in public sales of Surplus County property only. Consistent with ethical conduct, County employees shall not take advantage to gain personal benefit from such transactions.

G. Exceptions

Exceptions to or waivers of this policy may be approved by the Board of County Commissioners on an individual basis.

Revised 5-9-07 1:40 p.m.



AGENDA ITEM

AGENDA ITEM #6.G

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Jenna Fager and Donna Patton

AGENDA TOPIC:

Leasing and Software Maintenance/Support Proposal from KNOWiNK for 70 iPads "Poll Pads" for the Elections Department at a first-year cost of \$17,894.10

SUMMARY & BACKGROUND OF TOPIC:

The current Poll Pads were purchased in March, 2017 for the Elections Department. KNOWiNK has been providing software maintenance and support for the Poll Pads at an annual cost of \$8,750. The Elections Department was notified that the current Poll Pads are aging out and will become obsolete. KNOWiNK provided a proposal to lease 70 Poll Pads that will be upgraded every three years; and provide new cases and sleds (the plastic case on the pad) the first three years; and continue providing software maintenance and support. They will buy back our currently owned iPads which will provide a credit for the 1st year.

	Year 1	Year 2	Year 3
70 iPads – 9 th Gen	5,952.10	5,952.10	5,952.10
70 Sleds	436.80	436.80	436.80
70 Cases	2,755.20	2,755.20	2,755.20
BuyBack Pricing	-2,450.00	-	-
Setup & Delivery	1,400.00	-	-
Yearly Maintenance Fee	9,800.00	9,800.00	9,800.00
Annual Total	\$17,894.10	\$18,944.10	\$18,944.10
	Year 4	Year 5	Year 6
NEW 70 iPads*	5,952.10	5,952.10	5,952.10
Setup & Delivery	1,400.00	-	-
Yearly Maintenance Fee	9,800.00	9,800.00	9,800.00
Annual Total	\$17,152.10	\$15,752.10	\$15,752.10

ALL OPTIONS:

Approve leasing and software maintenance/support proposal from KNOWiNK or Purchase new iPads and utilize KNOWiNK for software maintenance and support

RECOMMENDATION / REQUEST:

Approve contract

The county counselor and county administrator have reviewed and agree with the leasing of 70 iPads.

POLICY / FISCAL IMPACT:

The six-year lease totals \$104,438.50 compared with an estimated \$108,136 cost for the county to pay for annual maintenance, along with the purchase of 70 iPads twice during the time period. Below is a summary of the additional cost per year that is over the current \$8,750 annual maintenance cost. The financing for the leasing and software maintenance/support proposal will come from the County Clerk-Elections department budget that has a line item set aside for overages. The increase will have minimal impact that can be absorbed in the annual budget for this department.

There is an additional cost of \$9,144.10 for year one and \$10,194.10 for years two and three. These costs include cases and sleds (the plastic case on the pad) for the new Poll Pads. In year four we will get new Poll Pads at an additional cost of \$8,402.10 year four and \$7,002.10 year five and six. In year one and year three there is a setup & delivery fee and that is why those years are a little higher.





	KNOWiNK Techn	ology Utiliza	tion Agree	ment and Terms	3		
Date: 2/2/2023							
KNOWiNK 2111 Olive Street Saint Louis, MO 63103							
	Sales Contact: Trisha Bandstra Phone: (423) 432-1687 E-mail: trisha.bandstra@knowink.com						
	Jurisdiction: Reno County, KS						
	Poll Pad Technology Utilization Agreement and Terms:						
	*Pricing guaranteed for 60 days from d	ate of quote. Based	on your stated ree	quirements, we propose t	the following:		
ltem	Recommended Hardware/Software	Estimated Quantity	Cost Per Unit	Year 1	Year 2	Year 3	Total Amount
1	iPads - 9th Gen WiFi 64gb	70	:	\$5,952.10	\$5,952.10	\$5,952.10	\$17,856.30
2	New Sleds for 9th Gen iPad	70	:	\$436.80	\$436.80	\$436.80	\$1,310.40
3	Nanuk 910 Case	70	:	\$2,755.20	\$2,755.20	\$2,755.20	\$8,265.60
4	BuyBack Pricing	70	-\$35.00	-\$2,450.00			-\$2,450.00
5	Setup & Delivery	70	\$20.00	\$1,400.00			\$1,400.00
6	Yearly Maintenance Fee	70	\$140.00	\$9,800.00	\$9,800.00	\$9,800.00	\$19,600.00
	Total Poll Pad Package Estimated Cost over First Three (3) Years:			\$17,894.10	\$18,944.10	\$18,944.10	\$45,982.30
	Upgraded Hardware/Software	Estimated Quantity	Cost Per Unit	Year 4	Year 5	Year 6	Total Amount
7	New iPad 64gb WiFi *price subject to change based on market rates on renewals	70	:	\$5,952.10	\$5,952.10	\$5,952.10	\$17,856.30
8	Setup & Delivery	70	\$20.00	\$1,400.00			\$1,400.00
9	Yearly Maintenance Fee	70	\$140.00	\$9,800.00	\$9,800.00	\$9,800.00	\$29,400.00
9	Yearly Maintenance Fee Total Poll Pad Package Estimated Cost Year Four (4), Fiv			\$9,800.00 \$17,152.10	\$9,800.00 \$15,752.10	\$9,800.00 \$15,752.10	
9							
	Total Poll Pad Package Estimated Cost Year Four (4), Five						
10	Total Poll Pad Package Estimated Cost Year Four (4), Fix Optional Hardware/Software):				
10 11	Total Poll Pad Package Estimated Cost Year Four (4), Fix Optional Hardware/Software Star Micronics Receipt Paper - Additional (Case of 50 rolls)): \$125.00				
10 11 12	Total Poll Pad Package Estimated Cost Year Four (4), Fix Optional Hardware/Software Star Micronics Receipt Paper - Additional (Case of 50 rolls) WebEx Training (Train the Trainer)): \$125.00 Waived				\$29,400.00 \$48,656.30

The equipment is then to be returned to KNOWiNK to receive the latest version of hardware if you renew the agreement for another three year period. This will allow you to have the most secured Hardware and Software for your Poll Pads. This also includes KNOWiNK Care - if any piece of hardware is damaged during the agreement time, you will receive a replacement free of charge. The damaged product is to be sent back to the KNOWiNK office before a replacement can be sent.

2111 Olive Street St. Louis, MO 63103 | 855-765-5723 | knowink.com



AGENDA ITEM

AGENDA ITEM #6.H

AGENDA DATE:

February 14, 2023

PRESENTED BY:

AGENDA TOPIC:

ARPA Subrecipient Agreement with Haven EMS for \$12,100.00

SUMMARY & BACKGROUND OF TOPIC:

The Reno County Board of Commissioners discussed ARPA requests on June 28, 2022, and gave staff authority to prepare a Resolution for formal approval of the ARPA funds allocations. A Resolution was adopted on September 27, 2022 that allocated the full \$12,042,385 in county ARPA funds to the various entities that had requested funding.

A copy of the allocation amounts, the sub-recipient agreement, scope of equipment, and other supporting materials are attached. Reno County staff and created the agreement with approval from our ARPA consultants iParametrics and input from Haven EMS.

ALL OPTIONS:

- 1. Approve the subrecipient agreement and authorize the county administrator to sign.
- 2. Deny the subrecipient agreement and direct staff to make changes.

RECOMMENDATION / REQUEST:

Approve the subrecipient agreement and authorize the county administrator to sign.

POLICY / FISCAL IMPACT:

The \$12,100 for Haven EMS is the amount allocated by the county commission for ARPA funds.



CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

This contract agreement ("Agreement" or "Contract Agreement") is entered into as of the <u>day</u> of <u>by</u> the County of Reno, (herein referred to as "the County of Reno") and Haven EMS (hereinafter referred to as the "Subrecipient") in connection with a certain grant to Subrecipient under the State and Local Fiscal Recovery Funds ("SLFRF"). The Subrecipient agrees to the terms and conditions of this Agreement to undertake the following: **Haven EMS purchase of certain equipment Grant will be reimbursement based to pay for equipment purchased between May 10, 2021 and December 31, 2026** (herein referred to as the "Program"). The Subrecipient shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the County of Reno and/or the United States Department of Treasury ("USDT"), perform all obligations and duties as contained in this Agreement and any/all addenda.

This Contract Agreement shall mean this agreement, any and all Exhibits hereto (including but not limited to the Program budget), and any and all loan closing documents executed in connection herewith.

Subrecipient:	Haven EMS
Organization Type:	Non-Profit Organization
DUNS #:	
Federal ID #:	84-4087844
Mailing Address:	PO Box 291, Haven, KS 67543
SLFRF (CFDA #):	21.027
Award Type	Grant \$ 12,100.00
(Grant or Loan):	
FAIN:	SLFRP1979
Federal Prime Award:	\$12,042,385.00
Federal Prime Award Date	5/10/2021
Program Address:	120 N. Kansas St., Haven, KS 67543
Final Funding Spend Down	December 31, 2026
Date:	

1. Time of Performance

The Subrecipient shall commence performance of its obligations under this Contract Agreement on May 10, 2021 and complete the Program no later than December 31, 2026, (hereinafter referred to as the "Program Expiration Date"). On or about June 30, 2024, Reno County will review current spending levels and make a determination if spending levels will result in a total grant expenditure by December 31, 2026. If Reno County decides the funding will not be exhausted by that date, they have the right to reallocate any remaining unspent funding and end the program.

2. Method of Payment

Payments will be made by the County of Reno to Subrecipient in the form of reimbursement for monies already spent on eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient's continued compliance with the provisions set forth in this Contract Agreement and any/all SLFRF Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, USDT Requirements, the County of Reno SLFRF Policies and Procedures, any applicable local, state, and federal laws, and any applicable USDT and/or County of Reno policy memo, regulation, communication or guideline, as the same may be amended from time to time.

3. Funding



It is expressly understood that in no event will the total funding exceed **\$12,100.00** unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent upon the County of Reno's receipt of full USDT federal funding and authorization from USDT to use funds in support of the Program. Any reduction in federal funding may result in reduction or elimination of funding for this Contract Agreement.

4. SLFR Regulations

The Subrecipient shall conduct all work funded under this Contract Agreement in compliance with the following:

- SLFRF's Rules and Regulations 31 CFR Part 35, as amended from time to time, and all other federal regulations cited herein;
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- All local, state, and federal laws; and
- Any subsequent USDT and/or County of Reno Policy Memos, Regulations, Communications, and guidance.

5. Program Description and Scope of Work

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, and Scope of Work as outlined in **Exhibit 1** attached hereto and made a part hereof. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Contract Agreement, the Contract Agreement will prevail.

If the Subrecipient wishes to amend the Program Description and/or Scope of Work, the Subrecipient shall seek approval from the County of Reno in writing prior to undertaking any actions relative to such change. Failure to do so may result in termination of this Contract Agreement at The County of Reno's discretion.

6. Program Budget

An approved budget is incorporated and made a part of this Contract Agreement as attached in **Exhibit 1** ("Program Budget"). The County of Reno may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by the County of Reno's upon request.

The Subrecipient shall not obligate, encumber, spend or otherwise utilize SLFRF funds for any activity or purpose not included or not in conformance with the Program Budget unless the Subrecipient has received explicit written approval from the County of Reno to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget categories include:
 - o Non-Administrative Personnel Costs
 - Non-Administrative Office Space Costs
 - Program Delivery Costs
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from The County of Reno so long as (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by the County of Reno as provided for elsewhere in this Contract Agreement.

7. Fund Disbursement



The Subrecipient may request reimbursement by submitting the SLFRF requisition form attached ("Requisition Form") with backup documentation detailing itemized expenditures by activity and cost categories. All SLFRF funds must be requested on the SLFRF Requisition Form provided.

No funds may be disbursed until all required reports and supporting documentation are submitted. The County of Reno reserves the right to request additional compliance documentation before disbursing funds.

The Subrecipient shall not request disbursement of funds until funds are needed for reimbursement of eligible costs. The amount of each request must be limited to the amount needed and the proposed use of the funds must be documented and in accordance with the Program Budget, and all SLFRF regulations/guidance.

In the event the Subrecipient fails to pay contractors, subcontractors, vendors or others with claims against the Program, the County of Reno reserves the right to withhold all remaining program funds until payments and/or all conflicts/liens are resolved. The Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of the Subrecipient and the County of Reno, such as retaining portions of contracts until completion and requiring bonds, warranties and insurance as appropriate.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts or purchases, in compliance 2 CFR 200.317-326 – Procurement Standards and the Manual.

8. SLFRF Commitment

The County of Reno agrees to disburse SLFRF funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall the County of Reno be liable for any costs incurred in excess of this commitment (hereinafter referred to as the "SLFRF commitment"), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDT and/or the County of Reno.

9. Commencement and Duration

The Subrecipient agrees that the Program shall not commence prior to execution of this Contract Agreement unless approved in writing by the County of Reno. The County of Reno has approved any applicable indirect costs associated with this program incurred on or after May 10, 2021. Any such reimbursement will be reviewed for allowability with Federal requirements, programmatic requirements, and subrecipient agreement terms and conditions.

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in **Exhibit 1** and the Time of Performance identified on page one (1) of this Contract Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by the County of Reno.

10. Drug Free Workplace

The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract Agreement.

11. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage in compliance with County of Reno requirements to protect Contract Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County of Reno. Subrecipient shall provide the County of Reno with proof of Commercial General Liability insurance in the amount of one million dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage, naming the County of Reno, its departments, employees, and/or agents, as additional insureds.



The Subrecipient shall also comply with the bonding and insurance requirements of 2 CFR 200.310- Insurance and 2 CFR 200.326, -Bonding.

12. The County of Reno and USDT Recognition

The Subrecipient agrees to recognize the role of the County of Reno and USDT in providing assistance pursuant to this Contract Agreement by referencing the support provided in all publications and media efforts that relate to this Program. All activities, facilities and items utilized pursuant to this Contract Agreement shall be prominently labeled as to this funding source.

13. Equal Employment Opportunity

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

14. Contractors and Subcontractors

All work supported under this Contract Agreement must be in compliance with the following regulations:

- a. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- b. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- c. Executive Order 11246 Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- d. Environmental Laws—All recipients of subgrants in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>).
- e. Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>)—Contractors that apply or bid for an award exceeding \$100,000 must file the certification required under the Byrd Anti-Lobbying Amendment, certifying that it 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 <u>31 U.S.C. 1352</u>, and disclosing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.



- f. Certain Telecommunications Equipment—Grant funds may not be used to contract, re-contract, procure, or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- g. Domestic Preference—As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b).
- h. Debarred and Suspended Contractors Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination by the County of Reno of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.

15. Right to Monitor

The County of Reno shall have the right to monitor Subrecipient's compliance with all applicable SLFRF Program requirements by whatever means the County of Reno deems appropriate. This right shall continue throughout and until the County of Reno's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

16. Right to Inspect

The County of Reno, its agents and designees, shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Contract Agreement and SLFRF's Rules and Regulations. Inspections of properties shall be scheduled with SCKEDD at least 72 hours in advance.

Subrecipient agrees to permit the County of Reno, its agents and designees (i) to have reasonable access to the SLFRF assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the SLFRF funds. Subrecipient further agrees to furnish such other information to the County of Reno, as and when requested, for the purpose of determining Subrecipient's compliance with this Contract Agreement and SLFRF's Rules and Regulations.

17. Record Retention and Access to Records

Subrecipient agrees that the County of Reno, USDT, the Comptroller General of the United States or any of their authorized representatives, has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until the County of Reno's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

18. Limitation of Liability

Subrecipient acknowledges that County of Reno shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Contract Agreement. Subrecipient acknowledges that should the County of Reno find a material default or noncompliance with this Contract Agreement, as determined by the County of Reno in its sole discretion and, as a result thereof, cease disbursement of SLFRF funds, the County of Reno shall incur no liability to Subrecipient.

19. Subrecipient Responsibilities and Indemnification for Non-compliance

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the SLFRF program and the guidance provide. Subrecipient represents that it has accurately and completely described the Program in its Proposal and, except as otherwise agreed in writing, is



responsible for bearing the full cost and expense of execution thereof and of continued compliance with the SLFRF program. In the event the US Department of Treasury disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend and hold the County of Reno harmless against any resulting loss, including reasonable attorneys' fees.

20. Indemnification Generally

Subrecipient shall defend, hold harmless and indemnify the County of Reno, its agents and assigns, from and against any and all claims, losses, expenses, costs, and/or damages (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) arising out of, in connection with, or resulting from the performance contemplated by this Agreement, including but not limited to (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its SLFRF Program,

(ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between the County of Reno and such third party, it being the intention of the parties hereto that no such relationships be created or established.

Subrecipient's indemnification of the County of Reno shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

21. No Delegation of Duties

Subrecipient shall remain fully obligated under the provisions of this Contract Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

22. Conflicts of Interest

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with SLFRF funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a SLFRF-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the County of Reno upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

23. Privacy Protection

Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Contract Agreement. The County of Reno shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be strictly limited to whether such policy complies with the County of Reno requirements. In no event may any statement by the County of Reno be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government or court. Nor may any statement by the County of Reno be used by Subrecipient for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices, without the County of Reno's prior written consent.

24. Minority/Women's Business Enterprises

Subrecipient agrees to develop and implement an outreach program for minority and women business enterprises. Furthermore, the Subrecipient will maintain the records of such outreach program, including the data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid with SLFRF



Funds, as well as additional details regarding the amount of the contract, subcontract, and documentation of Subrecipient's steps to assure that minority business and women's business enterprises have an equal opportunity to compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

25. Religious Organizations

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the SLFRF program. The Subrecipient shall not, in carrying out this Contract Agreement, discriminate against a potential client or tenant or vendor on the basis of religion or religious belief. If the Subrecipient engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, the Subrecipient must perform such activities and offer such services outside of any part of this Program and separately, in time and location, from the activities funded under this Contract Agreement.

26. Reliance Upon Information

The commitment of SLFRF funds under this Contract Agreement has been made in part on the basis of certain financial and other information furnished to the County of Reno by Subrecipient. SLFRF Funds may be withdrawn or recaptured by SLFRF at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if SLFRF should determine that it is inadvisable to fund the Program because of a material and adverse change in the condition of Subrecipient and/or the Program as determined by SLFRF in its sole discretion.

27. Programmatic Changes

Subrecipient will promptly notify the County of Reno in writing in the event of changes in key personnel and obtain the prior written approval from The County of Reno whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Proposal; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of SLFRF funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Contract Agreement, which are material to the management or completion of the Program, or which could be construed by The County of Reno as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement. Failure to so notify the County of Reno may result in termination of this Contract Agreement.

28. Subrecipient Reporting, Audit, and Record Keeping Requirements

The Subrecipient must retain certain records and must submit to the County of Reno quarterly, or at such other intervals as requested, any information, documents or certifications requested by the County of Reno which the County of Reno deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable SLFRF program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by the County of Reno. The County of Reno shall retain the right to change reporting requirements from time to time as it deems necessary.

Subrecipient must maintain records for inspection by the County of Reno. These include, but are not limited to:

- a. Records of all SLFRF program-related account transactions including deposits, disbursements, and balances.
- b. Records supporting requests for payment and disbursement of funds.
- c. Records indicating the source and amount of any repayment, interest and other return on investment of SLFRF funds.
- d. Records of all written agreements and contracts pertaining to SLFRF Program.
- e. Records supporting a competitive bid process of procurement
- f. Audits and resolution of audit findings.
- g. Any program fees or program income collected.
- h. Efforts to recruit MBEs and WBEs.

The following records and reports must be submitted to the County of Reno:

a) Monthly Reports with supporting documentation of program expenses to document reimbursement request. Supporting documentation may be any records requested by Reno County



- b) Close out reports shall be submitted no later than 15 days following the final drawdown of SLFRF funds on forms provided by the County of Reno.
- c) Staff payroll and benefit reports and timesheets (if requested)
- d) Financial documents, terms of agreement, and contracts upon request.
- e) Records of all transactions (if requested)
- f) Any other program information as requested by the County of Reno from time to time.

29. Close-outs

The Subrecipient's obligation to the County of Reno shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. Making final payments;
- b. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to The County of Reno; and
- c. Determining custodianship of records.

Notwithstanding the foregoing, the terms of this Contract Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

30. Audit Standards

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant ("CPA"), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for the County of Reno to determine the financial status of Subrecipient's activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to the County of Reno. If such audit contains no material findings, Subrecipient is not required to submit a copy to the County of Reno unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to the County of Reno, USDT, or any designee thereof. The County of Reno reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of amount. Subrecipient acknowledges that, in the event the County of Reno requires an audit, SLFRF administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

31. Financial Management System

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, current, and complete disclosure of the financial results of the functions and services performed under this Contract Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Contract Agreement; and d) accounting records that are supported by source documentation.

32. Repayment of Investment, Time Limits for Performance,

In the event that the Program is not completed in compliance with the requirements of this Contract Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to the County of Reno. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Contract Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for that Program to the County of Reno.

33. Uniform Administrative Requirements Page 8 of 13

Initials:



Subrecipients funded under the SLFRF program must comply with applicable uniform administrative requirements as described in 2 CFR Part 200.

34. Subrecipient's Covenants and Agreements

Subrecipient covenants and agrees with the County of Reno as follows:

- a. All SLFRF funds shall be allocated to units to be occupied by persons or families meeting the income qualifications required by the SLFRF Rules and Regulations;
- b. To complete the program by the program expiration date;
- c. To comply with the County of Reno's guidance, 2 CFR 200 Uniform Guidance, and the USDT regulations pertaining to the SLFRF Program, as amended from time to time.

35. Subrecipient's Representations.

Subrecipient represents to the County of Reno as follows:

- a. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the SLFRF Program is subject;
- b. Its execution, delivery and carrying out of the terms and conditions of the Proposal and this Contract Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition since the filing of its Proposal;
- d. The representations, warranties and statements of fact of Subrecipient as set forth in the Proposal and this Contract Agreement are true, accurate and complete in all material respects as of the date hereof;
- e. It has not failed to provide the County of Reno with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- f. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as the County of Reno may request in connection therewith; and
- g. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

36. Survival of Agreements

All agreements, covenants, representations, and warranties made in the Subrecipient's Proposal and this Contract Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Contract Agreement.

37. Events of Default and Pursuit of Remedies

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by Subrecipient with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Contract Agreement and any/all accompanying closing documents, SLFRF Rules and Regulations, 2 CFR Part 200, USDT Requirements, any applicable local, state, and federal laws, and any applicable USDT and/or County of Reno policy memo, regulation, communication or guideline as the same may be amended from time to time, as determined by the County of Reno in its sole discretion; or
- b. Any representation or warranty made herein or in any/all Subrecipient Proposals, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instruments executed in connection with this Contract Agreement is proven to be false or misleading in any respect, whether



through commission or omission.

Upon the occurrence of an Event of Default, the County of Reno may, at its option, send Subrecipient a Notice of Default stating that Subrecipient has thirty (30) days to cure said default. In the event Subrecipient fails to cure said default within thirty days, the County of Reno may, upon ten (10) business days' notice, terminate or suspend this Contract Agreement and declare the entire outstanding balance, plus any interest accruing from the date hereof, to be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Subrecipient. Subrecipient agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the County of Reno in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Contract Agreement. In addition, the County of Reno may pursue any other remedies, legal or equitable, available to it in the event of Subrecipient's default, fraud or misrepresentation, whether through commission or omission.

38. Termination

This Contract Agreement shall remain in effect for the period defined on page one (1) of this Contract Agreement.

In accordance with 2 CFR 200.338, the County of Reno may suspend or terminate this Contract Agreement if the Subrecipient materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- a. Failure to comply with County of Reno guidance and any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and USDT guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective of improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to the County of Reno of reports that are incorrect or incomplete in any material respect;
- e. Inability to demonstrate the program will use the entirety of grant funded by December 31, 2026.

In accordance with 2 CFR Part 200, Appendix II, this Contract Agreement may also be terminated for convenience by either the County of Reno or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County of Reno determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County of Reno may terminate the award in its entirety.

39. No Waiver

No delay or omission by the County of Reno to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Contract Agreement, whether The County of Reno has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the County of Reno to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

40. Benefit

This Contract Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Contract Agreement shall be of any effect unless the prior written consent of the County of Reno to such assignment has been first obtained.

41. Severability; Survivability

If any provision of this Contract Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Contract Agreement. Any provision of this Contract Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Contract Agreement shall survive the closing of any loan or grant contemplated by this Contract Agreement.



42. Governing Law

This Contract Agreement is being executed and delivered in the State of Kansas and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State, irrespective of its conflict of laws provisions.

43. Section Headings and Subheadings

The section headings and subheadings contained in this Contract Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Contract Agreement.

44. Notices

All notices to be given pursuant to this Contract Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the County of Reno:	To Subrecipient:
County of Reno, 206 West 1 st Avenue	Haven EMS PO Box 291
Hutchinson, KS 67501-5245	Haven, KS 67543

45. Changes to the Agreement

The terms of the Contract Agreement may be changed by executing an amendment or new agreement at the sole discretion of the County of Reno. Certain terms of the Contract Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by the County of Reno or as provided herein.

Amendments shall make specific reference to this Contract Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract Agreement, nor relieve or release the County of Reno or the Subrecipient from its obligations under this Contract Agreement.

The County of Reno may, in its discretion, amend this Contract Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Contract Agreement, such modifications will be incorporated only by written amendment signed by both the County of Reno and the Subrecipient.

46. Counterparts

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

47. List of Exhibits

• Exhibit 1: Program Description and Budget

The County of Reno and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

County of Reno:

Reno

Witness	Randy Partington
Withess	
	County Administrator
	Subrecipient:
	-
Witness	Tony Troyer

Tony Troyer EMS Chief, Haven Community EMS

Approved as to form and correctness:

Donna Patton, County Clerk



Exhibit 1:

PROGRAM DESCRIPTION AND BUDGET

Haven Community EMS provides emergency medical services to the residents of the City of Haven, Kansas and the surrounding area. To increase the capacity these emergency services Haven Community EMS will use program funds to purchase the following equipment:

2 Baxter Spectrum IV infusion pumps

NarcBoxes



AGENDA ITEM

AGENDA ITEM #6.I

AGENDA DATE:

February 14, 2023

PRESENTED BY: Brend

Brenda Kowitz, Reno County Treasurer

AGENDA TOPIC:

Resolution to add Deputy Treasurer Richele Calvert on the State of Kansas Multiple Investment Pool (MIP) account

SUMMARY & BACKGROUND OF TOPIC:

MIP administrator was notified that Richele Calvert is now the Deputy Treasurer and will need authorization to move funds to and from our MIP accounts.

ALL OPTIONS:

No alternative but to have only the Treasurer or County Administrator able to move funds.

RECOMMENDATION / REQUEST:

Approve the Resolution for Reno County and sign the Resolution that MIP has to keep on record for their auditors.

POLICY / FISCAL IMPACT:

No real fiscal impact. Adding the Deputy Treasurer to our account so she can run reports, view balances and move funds if she has to.

STATE OF KANSAS MUNICIPAL INVESTMENT POOL

Resolution

WHEREAS, the undersigned is a municipality (the "Depositor"), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the "PMIB"), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the *1996 Session Laws of Kansas*, and amendments thereto

NOW THEREFORE, be it resolved as follows:

1. The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor's taxpayer identification number assigned by the Internal Revenue Service is <u>48-601554</u>.

2. The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

Name (print or type) Brenda L. Kowitz	Name (print or type) Leslie Roederer
Signature Brenda L. Lowif	Signature
Title Treasurer	Title Financial Specialist (VIEW ONLY AUTHORIZATION
Name (print or type) Richele K Calvert Signature Richele K CclueD	Name (print or type) Signature
Title Deputy Treasurer	Title
 Depositor Contact: Name (print or type) Brenda Kowitz 	Email brenda.kowitz@renogov.org
Title Treasurer	Phone 620-694-2515
Street Address 125 W 1st	Fax 620-694-2766
City Hutchinson s	State Kansas VI ZIP 67501

4. This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Depositor and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on same.

This resolution is hereby introduced and adopted by the Depositor at its regular/special meeting held on

(date).	
Municipality Name (print or type)	
Name (print or type)	
Signature	
Title	
Date	Alternative of the state of the state of
Attest:	
Name (print or type)	
Signature	
Title	
Date	· · · · · · · · · · · · · · · · · · ·

Note: Original signatures are required.



AGENDA ITEM

AGENDA ITEM #7.A

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Mike Mathews and Michelle Updegrove

AGENDA TOPIC:

Purchase of Tyler Technologies' Eagle Recording software for the Register of Deeds office. Total first year cost would be \$85,769.00

SUMMARY & BACKGROUND OF TOPIC:

The IT department and Register of Deeds have been reviewing deed recording software over the past 2 years. We reviewed Tyler Eagle recording software and Fidler recording software against the software that is in place, CIC RMS. After looking at these packages we believe that Tyler Eagle is the best solution for Reno County. It will allow for better efficiencies in the ROD office and much better access of the data to the general public through web services. This package will be a cloud hosted solution by Tyler Technology; we believe that is advantageous for the county because there will be web access to the data. Tyler will be responsible for the security.

ALL OPTIONS:

1. Approve purchase of software and authorize County Administrator Randy Partington to sign the agreement.

- 2. Send back to be reviewed.
- 3. Deny and continue using the current software.

RECOMMENDATION / REQUEST:

1. Approve purchase of software and authorize County Administrator Randy Partington to sign the agreement.

2. Deny purchase and continue with current software.

The county administrator supports the purchase of this software for the Register of Deeds.

POLICY / FISCAL IMPACT:

This project would be funded by the Register of Deed Technology fund. This fund is not a levy fund but is money charged at the time a deed is filed. We currently pay CIC approximately \$8,000.00 per year for annual support. This software would increase to \$25,021.00, After speaking with Tyler, they have presented us with several revenue generating subscription models that could potentially generate \$42,000.00 per year. This would more than pay for the annual software support. In working with the vendor on the software cost we did qualify for a 10% discount through the Sourcewell Contract that we are a member of.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- "Agreement" means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as <u>Schedule 1</u> to <u>Exhibit B</u>.
- "Client" means Reno County, Kansas.
- "Data" means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as <u>Exhibit A</u>.



- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as <u>Exhibit C</u>.
- **"Statements of Work"** means the industry standard implementation plans describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statements of Work are attached as Exhibit E, Schedules 1 and 2.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at <u>Exhibit D</u>.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SAAS SERVICES

 <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,



as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

 SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. <u>Ownership</u>.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
- 6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a



summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.



6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

- 1. <u>Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
- 2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.



- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
- 9. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.



For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
- 3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the plan because of your failure to complete the items agreed to be done by you,



then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F - TERM AND TERMINATION

- <u>Term</u>. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement may be renewed for successive one (1) year renewal terms by mutual agreement at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days' written notice to us. You will not be entitled to a refund or offset of previously paid but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets,



and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense. The liability of Reno County Kansas is subject to the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR



FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

- 4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

- <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If



we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.



- 11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or



- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <u>Quarantining of Client Data</u>. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- 19. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. <u>Governing Law; Venue</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, without regard to its rules on conflicts of law. In any action arising out of this Agreement, the parties consent to venue lying with a state or federal court of competent jurisdiction serving Reno County.
- 21. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 23. <u>Data & Insights Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <u>https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service</u>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.



24. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms (Reserved)
Exhibit E	Statements of Work
	Schedule 1: Records Management Statement of Work
	Schedule 2: Recoring Access Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Reno County, KS
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	Reno County
One Tyler Drive	206 W 1 st Avenue
Yarmouth, ME 04096	Hutchinson, KS 67501
Attention: Chief Legal Officer	Attention:





Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation to be inserted prior to Agreement execution.

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Quoted By: Quote Expiration: Quote Name: David Doty 5/27/23 Preliminary SAAS

Sales Quotation For:
Reno County
206 W 1st Ave
Hutchinson, KS 67501-5204
Phone: +1 (620) 694-2595

Tyler Software

Description		# of Years	Annual Fee
Records Management			
Software			
Recorder Base Full Seat License [4] eRecording Records Public Access Ecommerce Fraud Guard			
	TOTAL	5	\$ 25,021

 Transaction Fees

 Description

 Tansaction Fees

Professional Services

Description		Extended Price Maintenance
Records Management		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Records Public Access Package		
eRecording		
Fraud Guard		
eCommerce		
Recording Access Service		
	Total Hours	272

TOTAL

\$ 52,650 \$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 25,021
Total Tyler Services	\$ 52,650	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 52,650	\$ 25,021
Contract Total	\$ 77,671	

Optional Tyler Software and Related Services - SaaS

nual Fee
\$ 7,198

Optional Professional Services

Description		Extended Price	Maintenance
Records Management			
Historical Index			
	TOTAL	\$ 900	\$ 0

Comments

Exhibit A

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below. o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Tyler Payments

• Your use of Tyler Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processingagreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

· Please see Tyler Payments fee schedule below.

Electronic Payment Costs If passing transaction costs to the payer	
<u>Technology Fee</u> – Flat fee per document, payable to Tyler Technologies. Can be passed to submitter or absorbed by County.	\$3.00
Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express	3.50% per transaction
Payer eCheck Cost – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

- <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 2. Other Tyler Software and Services.
 - 2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



- 2.6 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services, if any, are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
- <u>Transaction Fees</u>. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
- 5. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

<u>Payment</u>. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting <u>AR@tylertech.com</u>.





Exhibit B Schedule 1 Business Travel Policy

- 1. Air Travel
 - A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





Exhibit C Service Level Agreement

I. <u>Agreement Overview</u>

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. <u>Your Responsibilities</u>

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. <u>Client Relief</u>

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule							
Actual Attainment	Client Relief						
99.99% - 98.00%	Remedial action will be taken						
97.99% - 95.00%	4%						
Below 95.00%	5%						

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone for urgent or complex questions, users receive toll-free, telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website <u>www.tylertech.com</u> for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets [*]
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non- critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

^{*}*Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D Third Party Terms

Reserved.

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Exhibit E Statements of Work

Statements of Work follow.

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Exhibit E Schedule 1



Exhibit E Schedule 1 Records Management Statement of Work

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Reno County Kansas / Register of Deeds

SOW from Tyler Technologies, Inc.

12/21/2022

Presented to: Mike Matthews 125 W 1st Ave Hutchinson, KS 67501

Contact: David Doty Email: David.Doty@TylerTech.com One Tyler Way, Moraine, OH 45439

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Reno Co (collectively the "Project").

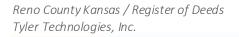
The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Provide enhanced services for online access for constituents

1.3 Methodology

This is accomplished by the Reno Co and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Reno Co's complexity and organizational needs.





Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Reno Co and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Reno Co and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Reno Co's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



Iterative Project Model

The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Reno Co collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Reno Co Steering Committee become the escalation points to triage responses prior to escalation to the Reno Co and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Reno Co and Tyler executive sponsors serve as the final escalation point.



Project Governance Relationships

Reno County Kansas / Register of Deeds Tyler Technologies, Inc.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Reno Co; for example, the Reno Co may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



Including addition of new tasks

that result from the change

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Reno Co, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Reno Co will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Reno Co). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



Estimate provided to client,

otherwise reason for denial

provided

Reno County Kansas / Register of Deeds Tyler Technologies, Inc.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Reno Co office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Reno Co will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Reno Co feedback and approval on Project deliverables will be critical to the success of the Project. The Reno Co project manager will strive to gain deliverable and decision approvals from all authorized Reno Co representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Reno Co department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Reno Co shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Reno Co does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Reno Co does not agree the Deliverable or Control Point meets requirements, the Reno Co shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Reno Co shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Reno Co does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Reno Co and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Reno Co, but are roles defined within the Project. It is common for individual resources on both the Tyler and Reno Co project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Reno Co's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Reno Co's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Reno Co management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

 The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Reno Co, the Tyler Project Manager provides regular updates to the Reno Co Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Reno Co project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



• Collaborates with the Reno Co project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Reno Co and Tyler and takes all
 necessary steps to proactively mitigate these items or communicate with transparency to the Reno
 Co any items that may impact the outcomes of the Project.
- Collaborates with the Reno Co's project manager(s) to establish key business drivers and success
 indicators that will help to govern Project activities and key decisions to ensure a quality outcome of
 the project.
- Collaborates with the Reno Co's project manager(s) to set a routine communication plan that will
 aide all Project team members, of both the Reno Co and Tyler, in understanding the goals, objectives,
 status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Reno Co through software validation process following configuration.
- Assists during Go-Live process and provides support until the Reno Co transitions to Client Services.
- Facilitates training sessions and discussions with the Reno Co and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.

- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Reno Co Roles & Responsibilities

Reno Co resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Reno Co Executive Sponsor

The Reno Co executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Reno Co steering committee, project manager(s), and functional leads to make critical business decisions for the Reno Co.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Reno Co Steering Committee

The Reno Co steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Reno Co project manager and Project through participation in regular internal meetings. The Reno Co steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Reno Co steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - o Cost
 - o Scope
 - o Schedule
 - o Project Goals
 - o Reno Co Policies
 - o Needs of other client projects

5.2.3 Reno Co Project Manager

The Reno Co shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Reno Co Project

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Exhibit E Schedule 1

Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Reno Co project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Reno Co project manager(s) are responsible for reporting to the Reno Co steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Reno Co project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Reno Co and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Reno Co staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Reno Co resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.



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- Provides guidance to Reno Co technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Reno Co Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Reno Co project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - o Task completion
 - o Stakeholder Meeting
 - o Project Management Plan development
 - o Schedule development
 - o Maintenance and monitoring of risk register
 - o Escalation of issues
 - o Communication with Tyler project team
 - o Coordination of Reno Co resources
 - o Attendance at scheduled sessions
 - o Change management activities
 - o Modification specification, demonstrations, testing and approval assistance
 - o Data analysis assistance
 - o Decentralized end user training
 - o Process testing
 - o Solution Validation

5.2.5 Reno Co Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Reno Co business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.

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Exhibit E Schedule 1

- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Reno Co staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Reno Co End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Reno Co Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Reno Co third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Reno Co's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Reno Co Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Reno Co's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Reno Co and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Reno Co Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

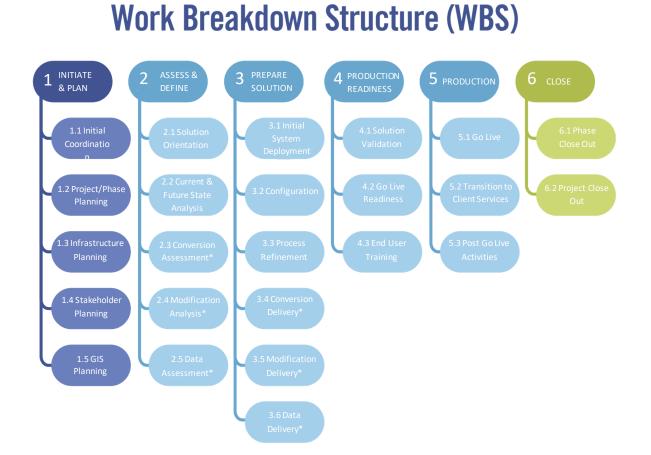


Part 3: Project Plan

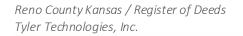
6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Reno Co.



* Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.



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6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Reno Co with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Reno Co gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Reno Co's team. During this step, Tyler will work with the Reno Co to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Reno Co project team.

STAGE 1	Init	ial C	oord	linati	on												
	Tyle	er							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	А	R	С	1	T	-	I				1						
Reno Co project team is assigned									А	I	R	-	Ι	-			
Provide initial project documents to the Reno Co		А	R	С			С		I		I						
Gather preliminary information requested			I						А		R	С		С		С	С
Sales to implementation knowledge transfer		А	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		А	R														





Inputs	Contract documents			
	Statement of Work			
Outputs/Deliverables	Working initial project documents			
	Project portal			

Work package assumptions:

Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Reno Co to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Reno Co Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Reno Co's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Reno Co Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Reno Co with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Pro	ject/l	Phase	Plan	ning												
	Tyle	r							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Schedule and														
conduct planning	А	R					1		С	С	1			
session(s)														
Develop Project	Δ	R							C	C				
Management Plan	А	К					I		C	C	1			
Develop initial	Δ	D							C	C			C	
project schedule	А	R	1	1	1	1	I	I	C	C	I	I	C	I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Reno Co provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

• Reno Co has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Reno Co to install License Software. The Reno Co is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Reno Co's infrastructure meets Tyler's application requirements.
- Ensure the Reno Co's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infras	tructur	e Plar	nning												
	Tyler							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	utive Manager	anager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads





Provide Infrastructure									
Requirements and Design	A	R	С	С		I			I
Document									
Initial Infrastructure	^	D	C	C		C			C
Meeting	A	R	С	C		C			C
*Schedule SaaS	Δ	R		C					
Environment Availability	A	ĸ		C		1			
*Schedule Hardware to									
be Available for		1		1	А	R			С
Installation									
Schedule Installation of		D		6					
All Licensed Software	A	R		C		I			I
Infrastructure Audit	А	R		С		1			С

*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements and	Delivery of Document
	Design Document	
	Infrastructure Audit	System Passes Audit Criteria

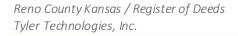
6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Reno Co Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Reno Co team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Sta	keho	lder I	Veet	ing												
	Tyle	er							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	А	R	I	I				I	I	С		I				







Review Stakeholder Meeting Presentation		I	С				А		R		С				
Perform Stakeholder Meeting Presentation	I	А	R	I	T		I	I	С	I	I	I	I	I	Ι

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Reno Co
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Reno Co business processes. This information will be used to identify and define business processes utilized with Tyler software. The Reno Co collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.



Tyler utilizes a variety of tools for the Solution Orientation, focusing on Reno Co team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Reno Co team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Reno Co for current and future state analysis.

STAGE 2		Solution Orientation																
		Tyler Reno Co																
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	mplementation Manager	Project Manager	mplementation Consultant	Data Experts	Modification Services	Fechnical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites				A	R								1					
Complete pre-requisites												А	R		С			С
Conduct orientation				А	R										1			
Inputs Solution orientation materials																		

6.2.2 Current & Future State Analysis

Training Plan

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Reno Co and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Reno Co will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Reno Co's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

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Exhibit E Schedule 1

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Cur	rent	& Fu	ture	State	Anal	ysis										
	Tyle	er							Reno Co								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			А	R	I	I	I				С	С	С	С			С
Discuss future-state options			А	R	С	С	С				С	С	С	С			С
Make future-state decisions (non-COTS)			С	С	С	С	С				А	R	T	С			С
Document anticipated configuration options required to support future state			А	R	С	С	С				I	I	I	I			I

Inputs	Reno Co current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Reno Co attendees possess sufficient knowledge and authority to make future state decisions.
- The Reno Co is responsible for any documentation of current state business processes.
- The Reno Co can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

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- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Dat	Data Conversion Assessment															
	Tyle	Tyler								Reno Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		С						А						R
Review and Scrub Source Data			I	I	I						А	R		С			I
Build/Update Data Conversion Plan			R	С	С						С	I	I	I			I

Inputs	Reno Co Source data
	Reno Co Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
Deliverables	Data Conversion Plan built/updated	Reno Co Acceptance of Data Conversion Plan, if Applicable

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Reno Co representatives to identify business rules before writing the conversion.
- Reno Co subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.





<u>Note</u>: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Reno Co against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

- All licensed software is installed and operational.
- The Reno Co can access the software.

STAGE 3	Initi	Initial System Deployment (Hosted/SaaS)*															
	Tyle	Tyler								Reno Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			А				R				I						С
Install Licensed Software with Initial Database on Server(s) for			A				R				I						С



Included									
Environments									
Install Licensed									
Software on Reno				C		٨			D
Co Devices (if		1		С		A			R
applicable)									
Tyler System									
Administration		^		D					C
Training (if		A		R		1			C
applicable)									

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Reno Co Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

- The most current available version of the Tyler Licensed Software will be installed.
- The Reno Co will provide network access for Tyler modules, printers, and Internet access to all applicable Reno Co and Tyler Project staff.

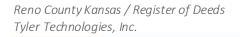
6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Reno Co to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Reno Co collaborates with Tyler staff iteratively to validate software configuration.

- Software is ready for validation.
- Educate the Reno Co Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Reno Co





RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			А	R							I	С		С			
Complete Tyler configuration tasks (where applicable)			А	R							I	I		I			
Complete Reno Co configuration tasks (where applicable)			I	С							А	R		С			
Standard interfaces configuration and training (if applicable)			А	R			С				1	С		С			С
Updates to Solution Validation testing plan			С	С							А	R		С			С

Inputs	Documentation that describes future state decisions and configuration options to support future	
	state decisions.	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

• Tyler provides guidance for configuration options available within the Tyler software. The Reno Co is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Reno Co users on how to execute processes in the system to prepare them for the validation of the software. The Reno Co collaborates with Tyler staff iteratively to validate software configuration options to support future state.

- Ensure that the Reno Co understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Pro	cess F	Refine	ement	t												
	Tyle	r							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			А	R							I	С	Ι	С			
Confirm process decisions			T	С						А	R	С	I	С			
Test configuration				С							А	R		С			
Refine configuration (Reno Co Responsible)			I	С							А	R		С			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	С			С				А	R		С			С
Update Reno Co- specific process documentation (if applicable)			I	С							А	R		С			
Updates to Solution Validation testing plan			С	С							А	R		С			С

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support
	future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Reno Co-specific process	
	documentation (completed by Reno Co)	

None



6.3.4 Conversion Delivery

The purpose of this task is to transition the Reno Co's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Reno Co will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Reno Co to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

Data is ready for production (Conversion).

STAGE 3	Dat	a Deli	ivery	& Cor	nversi	on											
	Tyle	r							Rend	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			А	С	R						I	I		I			



Populate data crosswalks/code mapping tool		I	С	С			А	R	С		
Iterations: Conversion Development		А	С	R			I				I
Iterations: Deliver converted data		А		R	I		I				I
Iterations: Proof/Review data and reconcile to source system		С	С	С			A	R	С		С

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for
		final pass

- The Reno Co will provide a single file layout per source system as identified in the investment summary.
- The Reno Co subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Reno Co project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.



Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Reno Co team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Reno Co to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Reno Co verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Reno Co organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Sol	ution	Valio	datio	n												
	Tyle	er							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			А	R	С						С	С		С			
Update test scripts (as applicable)			С	С	С						А	R		С			
Perform testing			С	С	С						А	R		С			
Document issues from testing			С	С	С						А	R		С			
Perform required follow- up on issues			А	R	С						С	С		С			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

ſ	Outputs /	Acceptance Criteria [only] for Deliverables
	Deliverables	





Solution Validation Report	Reno Co updates report with testing results

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Reno Co will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Reno Co has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Reno Co will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-	Live	Read	iness	5												
	Tyle	er							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	А	R	С	С	I	С	I	I	I	I		I				I
Conduct Go-Live planning session		А	R	С							С	С	С	С	С		С
Order peripheral hardware (if applicable)			I							А	R						С
Confirm procedures for Go-Live issue reporting & resolution		А	R	I	I	I	I				С	С	I	I	I	I	I
Develop Go-Live checklist		А	R	С	С						С	С	1	С			С
Final system infrastructure review (where applicable)			А				R				С						С

Inputs Future state decisions Go-live checklist



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Reno Co

None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Reno Co specific business process documentation. Reno Co-led training labs using Reno Co specific business process documentation if created by the Reno Co can be added to the regular training curriculum, enhancing the training experiences of the end users.

- End users are trained on how to use the software prior to go-live.
- The Reno Co is prepared for on-going training and support of the application.

STAGE 4	Enc	ind User Training															
	Tyle	er							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		А	R	С			-				С		I		С		
End User training (Tyler- led)		А	R	С							С	С	I	С	С	С	
Train-the-trainer		А	R	С							С	С	1	С			
End User training (Reno Co-led)			С	С							А	R	I	С	С	С	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Reno Co signoff that training was delivered

- The Reno Co project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Reno Co as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Reno Co departments.
- The Reno Co will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

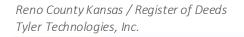
Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Reno Co will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Reno Co to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Reno Co and Tyler will complete work assigned to prepare for Go-Live.

The Reno Co provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Reno Co manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Reno Co during Go-Live activities. The Reno Co transitions to Tyler software for day-to day business processing.





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Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Reno Co data available in Production environment.

STAGE 5	Go-	Live															
	Tyle	er							Reno Co								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	mplementation Manager	Project Manager	mplementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			С		С						А						R
Final source data pushed into production environment, if applicable			A	С	R						I	С		С			С
Proof final converted data, if applicable			С	С	С						А	R		С			
Complete Go-Live activities as defined in the Go-Live action plan			С	С	С					А	R	С	I	С			
Provide Go-Live assistance			А	R	С	С		I			С	С	I	С		1	С

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Reno Co confirms data is available in production environment

Work package assumptions:

- The Reno Co will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Reno Co business processes required for Go-Live are fully documented and tested.



- The Reno Co Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Reno Co Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Reno Co teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Reno Co onto the Tyler Client Services team, who provides the Reno Co with assistance following Go-Live, officially transitioning the Reno Co to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Reno Co teams for key processes and subject areas.

STAGE 5	Tra	nsitio	onto	Clien	tSer	vices											
	Tyle	er							Reno Co								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Reno Co to Client Services and review issue reporting and resolution processes	I	I	А	I	I			R	I	I	С	С		С			
Review long term maintenance and continuous improvement			A					R			С	С		С			

Inputs Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

• No material project issues remain without assignment and plan.





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6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Pos	t Go	Live	Activ	ities													
	Tyle	Tyler									Reno Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
Schedule contracted activities that are planned for delivery after go-live		А	R	С	С	С	С	I			С	С	I	С			С	
Determine resolution plan in preparation for phase or project close out		A	R	С	С	С		1			С	С	I	С				

Inputs List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

• System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:





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- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Reno Co transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Reno Co for systems implemented in the Phase.

Objectives:

• Agreement from Tyler and the Reno Co teams that activities within this phase are complete.

STAGE 6	Pha	Phase Close Out															
	Tyle	er							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	С						
Hold post phase review meeting		А	R	С	С	С	С				С	С	С	С			С
Release phase- dependent Tyler project resources	А	R	I								I						

Participants	Tyler	Reno Co
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users,
		Technical Leads
	Technical Consultants (Conversion, Deployment,	
	Development)	
	Client Services	



Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

• Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

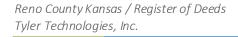
Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Reno Co may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Reno Co teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Pro	Project Close Out															
	Tyle	er							Ren	o Co							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		А	R	С	С	С	С				С	С	С	С			С
Deliver post project report to Reno Co and Tyler leadership	I	А	R						I	I	С						
Release Tyler project resources	А	R	I								I						

Statement of Work	





Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Reno Co acceptance; Completed report indicating all project Deliverables and milestones have been completed

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

Post Project Report.

Close Stage Acceptance Criteria:

• Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Reno Co will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Reno Co Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Reno Co project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Reno Co is responsible for making decisions based on the options available.





- Implementation of new software may require changes to existing processes, both business and technical, requiring the Reno Co to make process changes.
- The Reno Co is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Reno Co is responsible for managing Organizational Change. Impacted Reno Co resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Reno Co resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Reno Co resources will participate in scheduled activities as assigned in the Project Schedule.
- The Reno Co team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Reno Co will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Reno Co will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Reno Co makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Reno Co will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Reno Co will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Reno Co is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Reno Co representatives to identify business rules before writing the conversion. The Reno Co must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

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- The Reno Co will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Reno Co Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Reno Co is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Reno Co will provide dedicated space for Tyler staff to work with Reno Co resources for both onsite and remote sessions. If Phases overlap, Reno Co will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Reno Co will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off- the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
WorkPackage	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Records Conversion Specification

The proposed conversion includes converting data from a single database dump file into the Records Management application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into Records Management. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images <u>is required</u> to be provided in the same format each time the client provides data and images to Tyler.

9.1.1 **Providing Data**

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (*.dmp), accompanied by database definitions/mapping.
 - o Microsoft SQL Server ®
 - o Oracle ®
- A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row
 - Pipe delimited
 - o Tab delimited
 - o All data for a specific record in the text file should be in a single line (i.e., No line feeds)

9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white
- Single-page TIFF images should be stored with a file extension in *.001 *.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as *.tif. In both cases the * represents the document number.
- Images must be oriented correctly (right side) up

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• Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for Records Management. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

Option 1-

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved, and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Records Management. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e., in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

Option 2 –

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 - this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.



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9.1.4 Annotations

9.1.4.1 Annotation Conversion – Text and Image Stamps

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

- Image annotations only support certain types of images .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Records Management database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

Document Number	Lien Address
Book/Page/Volume or Book/Page	Transfer Tax State
Recording Date	Transfer Tax County
Total Fees	Number of Pages
Recording Fee	Flattened Stamp Date
Transfer Tax	Flattened Stamp Pages
Tax Rate Area	Verification Date
PCOR Pages	Verification User
Document Date	Modify By
Return Address	Modify Date
Requested By	Legal
Grantor	Situs
Grantee	Legal Remarks
Parcel Number	Submitter
Related Data	Location
Grantor Address	Housing State
Grantee Address	Housing Multi State
Treasurer Receipt	Housing Multi County
Affidavit	Housing County
Excise Number	Index Error Notes
Received Date	Notes

LAND RECORDS



Exempt Both	Notes Internal
Exempt State	Legal Survey
Failed Reason	Company ID
Submit Date	Order Number
Tracking Number	Vendor ID
Vendor	Consideration/Loan Amount/Sales Price
Scan Date	Mortgage Tax
Scan Modification Date	Compliance Date
Scan Page County	Documentary Fee
Lien Name	Previous Date

BIRTH CERTIFICATES

Document Number	Name	
Recording Date	Parent1 Name	
Book/Volume/Page or Book/Page	Parent2 Name	
Gender	Death Date	
Deceased	Amendment Date	
Amendment	Amendment Comment	
Notes	Place of Birth	
Notes Internal	Related Data	
Birth Date	Do Not Issue	
Number of Pages		

DEATH CERTIFICATES

Document Number	Parent1 Name
Recording Date	Parent2 Name
Book/Volume/Page or Book/Page	Amendment Date
Name of Deceased	Amendment Comment
Gender	Place of Death
Amendment	Location
Notes	Return To
Internal Notes	Return Address
Related Data	Cause of Death
Number of Pages	Race
Date of Death	Funeral Home
Date of Birth	

MILITARY DISCHARGE

Document Number	Return Address
Recording Date	Requested By
Book/Volume/Page or Book/Page	Grantor (Veteran)
Document Date	Grantee (Military Branch)



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Return To	Discharge Date

CONCEALED WEAPON

Document Number	Weight
Recording Date	Height
Book/Volume/Page or Book/Page	Eye Color
Issue Number	Hair Color
Fingerprint Date	Place of Birth
Issue Date	Country
Application Date	SSN
PASP Status	Address
Name	Mailing Address
Alias	County
Date of Birth	Phone Number
Gender	Email
Race	

NOTARY

Document Number	Phone Number
Recording Date	Status
Book/Volume/Page or Book/Page	Expiration Date
Document Date	ID Type
Name	ID Number
Bond Number/Commission Number	Signature
Bond Date/Commission Date	Business Name
Document Date	

MARRIAGE CERTIFICATE

Document Number	Marriage City
Book/Volume/Page or Book/Page	Return Date
Recording Date	Phone Number
Application Date	Notes
Marriage Date	Notes Internal
Marriage County	Related Data
Married By/Officiant	Party 1 Last Name at Birth
Married By/Officiant Address	Party 2 Last Name at Birth
Party 1 Name	Number of Pages
Party 1 Date of Birth	Party 1 Designation
Party 1 Gender	Party 2 Designation
Party 1 Age	Waiver
Party 1 New Last Name	Return Address
Party 1 Number of this marriage	Party 1 Phone Number





Party 1 Previous Marriage	Party 2 Phone Number	
Party 1 Marriage End Date	Party 1 Email	
Party 2 Name	Party 2 Email	
Party 2 Date of Birth	Party 1 Address	
Party 2 Gender	Party 2 Address	
Party 2 Age	Party 1 ID Type	
Party 2 New Last Name	Party 2 ID Type	
Party 2 Number of this marriage	Party 1 ID Number	
Party 2 Previous Marriage	Party 2 ID Number	
Party 2 Marriage End Date	Expiration Date	
Marriage State		

FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

Document Number	Withdrawal Date
Recording Date	Withdrawal Publication Date
Book/Volume/Page or Book/Page	Registrant Status
Total Fees	Туре
Filing Type	Business Transacted
FBN Publication	Business Transacted Date
Publication Date	Source
Expiration date	ID Check
Related Data	Executed By
Business Name	LLC Title
Registrant Name	Signature
Grantee Address	Notes
Registrant Type	Notes Internal
State of Incorporation	Number of Pages
Registrant Phone Number	



10. Additional Appendices

10.1 Intentionally left blank.



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11. Project Timeline

11.1 Sample Records ManagementTimeline

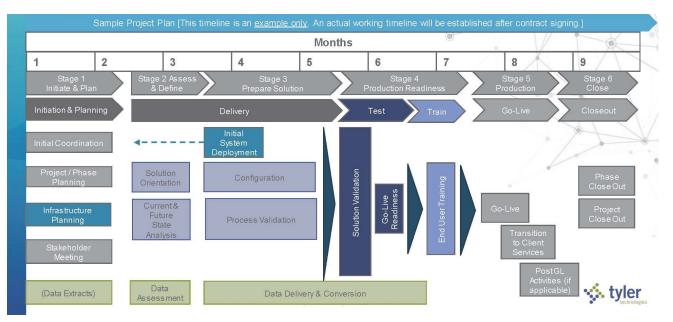


Exhibit E Schedule 1

Exhibit E Schedule 2



Exhibit E Schedule 2 Recording Access Statement of Work

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Recording Access – eRecording Portal

Project Objective

Enables local and small filers to electronically submit documents to the County Recorder office. This feature allows your local community to file documents online with Credit Card and eCheck options to streamline recordings and increase online offerings and automated processes.

Project Overview

- Create online portal access for citizens (small filers) to file documents.
- Connect citizen portal to Eagle Recorder.
- Ensure accounts and workflows are mapped.
- Configure payment options for online payments.
 - Partner with Tyler's payment services to complete this activity.

Project Prerequisites and Requirements

- Eagle Recorder must be on version 2020.2 or greater.
- Activate eRecording webservices. Requires an open portal to access the eRecording server.
 - Requires eRecording and eRecording workflows be configured.
- Requires an agreement with Tyler's merchant provider.
 - Determine payment options (credit card and/or eCheck options)
- Provide a Memorandum of Understanding (MOU), (optional). If not desired, Tyler will provide terms and conditions.
- Define document types desired for eRecording.

Standard Supported PRIA Types:

- AbstractofJudgment
- AffidavitofDeath
- AssignmentofDeedofTrust
- BargainAndSaleDeed
- BlanketAssignment
- Deed
- DeedOfTrust
- FederalTaxLien
- Judgment

- ModificationAgreementOrConsolidationAgreements
- Mortgage
- PowerofAttorney
- QuitClaimDeed
- Reconveyance
- Release of Federal TaxLien
- Release of State TaxLien
- SatisfactionOfLien
- SatisfactionofMortgage
- StateTaxLien
- SubordinateLienAgreement
- SubstitutionofTrustee
- TreasurersTaxLien
- WarrantyDeed
- o Determine fees needed for each document.
- Determine workflows desired to use for eRecording packages.

Outside of Project Scope

- Creation of county MOU is not provided by Tyler.
- Non-UCC forms. Including, new form creation filings.
- Additional document types (non-PRIA types).
- House Account support for non-government-to-government filings.
- Creation of new workflows not defined in the project scope/schedule.

Methodology/Process

Task Owner	Task
Tyler Project Manager	Project Kickoff
Tyler Implementation Consultant	Conduct Business Process Evaluation and Review
Customer	Requirements
Tyler Implementation Consultant	Recording Access Configuration
Tyler Implementation Consultant	Eagle Recorder Connection
Tyler Implementation Consultant	Connect Payment Information
Customer	Test Features, Functionality and Business Processes
Customer	Perform Acceptance Criteria



Acceptance

The following process will be used for accepting Deliverables and Control Points:

- Customer shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Customer does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld Tyler deems the Deliverable or Control Point as accepted.
- If Customer does not agree the particular Deliverable or Control Point meets requirements, Customer shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- 3. Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Customer shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Customer does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deem the Deliverable or Control Point as accepted.

Additional Notes

The enclosed scope is good-faith estimate. Any changes in scope may require an additional scope of work with additional cost. Any additional consultation from Tyler may increase scope and may require additional billable time done on a time and materials basis.



Register of Deeds Office Michelle Updegrove Reno County Registrar of Deeds

January 26, 2023

The Register of Deeds office is proposing a change in land records management software. Making the switch to Eagle Recorder, a Tyler Technologies software application, will not only improve our operational efficiencies and increase our customer service offering, but it will also be a great investment to earn extra revenue in providing subscriptions to access our documents online. Below is a short summary of reasons to switch over to Eagle Recorder.

Significant Operational Efficiencies:

- Introduction of a single platform to handle recording, storing and publishing of images and indexes.
- Integration with ORION will significantly impact productivity, data accuracy and access.
- Standardized indexing and naming conventions
- Suite of data capture and data quality processes
- Overall, more efficient recording process
- Reduction in data back-up processes
- Projected to earn up to \$42,700.00 a year with an annual growth of 12%-14% in subscription access to documents online.

Increased Customer Service Offering:

- Self Service module will allow customers and researchers easier access to recorded documents via the web, reducing office traffic and costs.
- Increased county access to images and indexes via Self Service without licensing
- Quicker return of documents with less rejections
- Increased veteran services though ID Card program. Promotes recording of DD214's.
- Constituent protection through Fraud Guard.

Michelle Updegrove

Michelle Updegrove Reno County Registrar of Deeds



AGENDA ITEM



AGENDA DATE:

February 14, 2023

PRESENTED BY: Barbara Lilyhorn

AGENDA TOPIC: Annual Update for Departments of Aging Services and Public Transit

SUMMARY & BACKGROUND OF TOPIC:

Departmental background information and summary of the activities and work performance of the Departments of Aging Services and Public Transit during FY 2022.

The Department of Aging Services & Public Transit

Annual Update February 2023 Prepared by Barbara Lilyhorn – Director

Departmental Background

1962 Legislation introduced in Congress, to establish an independent and permanent Commission on Aging. Statistics showed that there were more than 18 million Americans over age 65.

1965 The Older Americans Act was signed into law on July 14, 1965. This act established the Administration on Aging within the Department of Health, Education, and Welfare, and called for the creation of State Units on Aging.

1972 A new Title VI was created under the OAA authorizing funds for a national nutrition program for the elderly.

1973 <u>The OAA Comprehensive Services Amendments established Area Agencies on Aging (AAA).</u> The amendments added a new Title V, which created grants to local community agencies for multi-purpose senior centers. The amendments also added Title IX, which created the Community Service Employment program for low-income persons age 55 and older. Comprehensive Employment and Training Act was enacted and included older persons. Title VII OAA legislation passed which established the congregate meals program.

1974 Title XX of the Social Security Amendments authorized grants to states for social services. These programs included protective services, homemaker services, <u>transportation services</u>, adult day care services, training for employment, information and referral, nutrition assistance, and health support. <u>OAA amendments added transportation under Title III model projects</u>.

1974 <u>Reno County Board of Commissioners on February 27 passed the following Resolution on the Older American Act:</u>

WHEREAS, the United States Congress has appropriated funds to the several States under the Older Americans Act: and

WHEREAS, the Kansas Legislature has passed House Bill Number 1529, which enables Kansas counties to assess mill levies to participate in matching fund grants under the Older Americans Act, to be used for social service programs for our senior citizens; and

WHEREAS the State of Kansas, through its Agency on Aging, has received monies from the Federal Government specifically to be regranted to the counties for aging programs; and

WHEREAS, the Reno County Commission has budgeted designated monies specifically to be used as matching funds for Aging Program Grants, which is indicating a willingness to participate in aging programs set up by the State of Kansas.

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

That this request is made by the Reno County Commission that the State of Kansas Agency on Aging grant designated funds to conduct Aging Programs in Reno County.

In July 1974, OOA matching funds were requested for programs which included the purchase of two vans to provide transportation for older citizens in Reno county.

Appropriation of funds through a special mill levy was presented for a vote of the citizens of the county on August 6, 1974. The official question "Shall the Following Be Adopted? "Shall an annual tax of 1 mill be levied in Reno County to fund a service program for the elderly?" was passed.

The Reno County Department of Aging was established operated and continues to perform work for the people through the Older American Act Title IIIB Information and Assistance, Title IIIE Information and Assistance, Title IIID Disease Prevention and Health Promotion.

The need for transportation by Reno County citizens of all ages became an emerging need which resulted in the establishment of the Reno County Public Transportation Department by the Reno County Board of County Commissioners through Resolution 99-43 on August 24, 1999.

The responsibility to provide transportation for citizens over age 60 was transferred to the Reno County Public Transportation Department. The Elderly mill levy funding which had been utilized for transportation services in the Department of Aging is collected through the Department of Aging then allocated to the Department of Public Transportation. The allocation is based upon the percentage of total rides taken by citizens over age 60. The U.S.C. 49-5311 grant to the Reno County Department of Public Transportation requires all rides to be categorized as either Elderly over age 60, Disabled or General Public. Historically the Reno County Public Transportation Department ridership percentages are roughly 30% Elderly over age 60, 30% Disabled and 40% General Public.

Grant Facts

- Rcat is operated through an annual U.S.C 49-5311 Federal Transportation Administration grant administrated by KDOT. The grant period follows the Kansas state fiscal year, July 1 – June 30. Rcat is considered a sub-recipient.
- Funding is provided for Capital Awards (vehicles) at an 80% Federal 20% county match. Operating funds are 50% Federal, 20% State* and 30% county match and Administrative funds 80% Federal and 20% county match.
- * State funding is set yearly and is not guaranteed.

All grant operations and functions are regulated by the Federal Transportation Administration statutory requirements. The match dollars provided by Reno County are dedicated to the provision of public transportation as defined through Code of Federal Regulations.49 (Transportation). That means Reno County cannot decide to provide transportation locally in a manner that does not meet these regulations. **Example:** Reat is asked to provide transportation for a local tour as part of a (hypothetical) convention being held in Reno County. It appears this would provide good service to the community and be easily arranged and inexpensive. **Outcome:** Unless the tour is already on a route and time currently on the schedule, Reat would be prohibited. Why? Because it would be considered charter service outside Reat's defined work and could potentially keep a private transportation company from getting the job because their costs would be significantly more than Reat's due to the grant funds supporting the cost of operation.

County Match Funds and State FY 2023 Grant Award

Each year the cost of the transportation grant match is divided between the Elderly Mill Levy and the General Fund based upon the proportion of recorded passengers over age 60 and those passengers recorded as under age 60 for the previous grant year. In County budget FY 2023 – the passenger count was based on the state FY 2021 ridership total of 55,409 of those 31.91% were passengers over age 60 and 68% were Disabled and General Public under age 60. The percentages fluctuate slightly each year.

In the FY 2023 County budget, \$170,076 in match dollars come from Elderly Mill Levy funds and \$437,340 come from the General Fund. These dollars will be pledged as match for the FY 2024 grant.

The grant award for the current grant year is: \$596,855.00 (Federal operating), \$238,742.00 (State operating) \$140.152.00 (Federal Admin), and a Federal Capital award of 80% of the cost of 3 Cutaway buses.

- The Federal award = \$737,007.00
- The State award = \$238,742.00
- Total Operational award = \$975,749.00 (New money)
- Capital Award 189,292.00 (based on 2020 estimate actual amt undetermined due to increased cost of vehicles)
- Total Composite Award \$1,165.041.00

Reno County Match

- \$170,076,00 Elderly Mill
- \$437,340,00 General Fund
- \$607,416.00 Total

Net gain to Reno County is \$557,625.00

It is important to note that the grant award brings "new money" to the community and contributes to the overall economy of Reno County. Rcat staff positions are grant funded and include:

- 3 split time (50%) Administrative positions: Director, Assistant Director, and Administrative Assistant.
- 15 full time Bus Drivers
- 1 Transportation Coordinator
- 1 Safety Maintenance Coordinator/Driver

- 1 Operations Assistant/Driver
- 2 Dispatchers

Costs Paid Due To COVID

Due to COVID-19 the Federal Transportation Administration paid Reat's Operating expenses at 100% for the month of January 2022.

Capital And Service Provision Inventory

The Reno County Public Transportation Department, operating as Reno County Area Transit (Rcat) provides general public transportation through Fixed Route and Paratransit service limited to the cities of Hutchinson and South Hutchinson. Specialized Transportation service provides transportation to any address with a passable drive in Reno County and regional connecting service to Wichita one day a week.

Vehicle Fleet: Fifteen E450 Ford Cutaways busses, two Mini-Vans and two full-sized Ford Transits. The fleet ranges from 2013 to 2019 model years. Commercial Driver's Licenses are not required to operate the vehicles due to the vehicle weight and 15-passenger capacity. All the cutaways are configured to accommodate oversized electric mobility devices/chairs and have both stationary and folding seats which enable passengers and drivers to maneuver mobility devices/chairs easily and safely into the securement positions. Eight busses are dedicated to Fixed route - four are in service daily with 4 spares. Seven buses are dedicated to Paratransit and Demand Response service - usually four/five are in service daily with two spares, the mini vans and Ford Transits are used primarily for Rural Demand Response service but also provided limited service on Paratransit. Throughout 2022 the department experienced 4-6 ongoing position vacancies and few qualified applicants. The pandemic has had a marked effect on the number of general public passengers traveling for work purposes. The decreased number of riders coupled with the inability to fill vacant driver positions caused the decision to reduce operating hours and fixed routes. With driver safety in mind, this decision preserved the current staff from burnout/fatigue due to continually working overtime. Additionally, less buses in operation daily provided efficiency while meeting the needs of the community..

<u>Fixed Route</u>: (8) passenger busses are designated to operate four Fixed Routes within the cities of Hutchinson and South Hutchinson. Busses are online M-F from 8 a.m. –5 p.m. and Saturdays

from 9 a.m. –2 p.m. running hourly. Outbound and inbound routes are each 30 minutes long. Four busses leave the Transfer Station on the hour and meet at the Walmart transfer point on the half hour. There is a 2-3-minute layover to accommodate transfers. Passengers who wish to transfer to a different route may do so at the transfer point with no additional charge. Currently operating under "Wave and Ride" Reat has shelters near the Hutchinson Clinic, The Village Inn, Genesis, Commerce Gardens, Reno County Correctional Facility, Elmdale Senior Center, and the Hutchinson Public Library.

<u>Paratransit</u>: (6) busses operate within a 6-mile radius of 17th and Main. This encompasses the city proper for both Hutchinson and South Hutchinson and outlying neighborhoods. Busses are available for door-to-door service for those ADA eligible M-F from 8 a.m. -5 p.m. and Saturdays from 9 a.m. -2 p.m.

Demand Response: 2 mini vans, 2 Ford Transits are primarily used for rural trips, 7 cutaways used for Paratransit are dual purposed for Demand Response trips in the cities of Hutchinson and South Hutchinson. Demand Response within the cities is a new service implemented after the Cottonwood Complex fire created the need for flexible transportation not provided by Fixed Route or with the ADA qualification required by Paratransit service.

Regionalized Service: ADA equipped Ford Transit provides service to Wichita via connection with Sedgwick County Department of Aging and Wichita Transit. Service is on Tuesdays from any address with a passable drive in Reno County to Mount Hope for a 10 a.m. connection to the Sedgwick County Department of Aging vehicle. The SCDA vehicle drops off at the Wichita Transit Bus Shelter at Central and Maize at 10:47. Pick up from the Central and Maize Bus Shelter for the return trip is at approximately 4:30 p.m. Rcat vehicle meets the SCDA vehicle at 5:00 p.m. for the return trip into Reno County. Each transit charges a small fare that results in a total round trip cost of around \$25 per person, which is a barrier for many individuals.

Specialized Transportation Service: (County Demand Response)

Minivans and Ford Transits provide service to able citizens as well as those with a disability who live outside the defined Fixed Route and Paratransit service area. Hours are M-F from 8 a.m. -5 p.m.

This service has designated stops in the following town locations and will pick up at any rural address with a passable drive.

- Abbyville Post Office
- Arlington Carolyn's Essenhaus
- Buhler Mennonite Brethren Church & Buhler Sunshine Meadows
- Castleton Collingwood Grain Co-op
- Haven Former Haven IGA Parking Lot
- Langdon Front & Main Street
- Nickerson Berridges's IGA
- Partridge Public Library
- Pleasantview Dutch Kitchen
- Plevna Community Center
- Pretty Prairie Prairie Sunshine Home & Strohl's Station
- Sylvia AM Pride & Public Library
- Turon Burns & Price/& Community Center
- Yoder- Carriage Crossing

The four hourly fixed routes encompass the business and service corridors of Hutchinson and South Hutchinson and link at two (2) points. The routes pass beside or very near all major grocery stores, many convenience stores, housing complexes, retirement homes, medical facilities, shopping centers, banks and financial institutions as well as pay-day loan facilities, the Hutchinson Mall, discount centers, home improvement centers, shopping and personal service centers, disability training centers, education and recreation centers and sports and playing fields, social service agencies, schools and education centers, parks, industrial and business parks, senior centers, correctional facilities, restaurants, event venues and community event sites. Specific destinations include: The Hutchinson Regional Medical Center, The Hutchinson Clinic, Horizons Mental Health Center, Prairiestar Medical Center, Dialysis Center, Veteran's Administration Clinic, Dental Centers, Training and Evaluation Center of Hutchinson (TECH) Workforce Development Center, Department of Children & Families, County Courthouse, Courthouse Annex, Health Department and Jail. Walgreens, Walmart, Kohl's, Aldi's, Dillon's stores, The Boys & Girls Club, Hutchinson and South Hutchinson City Halls, U.S.D. 308 Hutchinson schools and facilities, U.S.D. 309 Nickerson grade school, Hutchinson Community College, Hutchinson Correctional Facility, Airport, industrial areas i.e., Palco, TSW, Arconic, Superior Boiler Works, Dillon's/Kroger corporate offices and warehouses etc. Complimentary paratransit service takes passengers to the door of the requested destination within the two cities. In grant year 2022, this included 13,263 rides.

Specialized Transportation service is provided to any rural address in Reno County that is beyond the Fixed Route and Complimentary paratransit service. Trips are made for work, medical, shopping, and personal business at the same locations listed under fixed route service. Regionalized Connecting Service is provided one day a week and to date, has been used to access medical care. Rcat in partnership with the Sedgwick County Department of Aging and Wichita Transit worked to implement a coordinated route from Reno County to Wichita via connection with a SCDA van at a pickup point in Mount Hope, KS. The route partnership began in June 2018. Each transit charges a separate fare, and although each is modest in cost (Rcat = \$4.00 each way, Sedgwick County Department of Aging = \$3.50 each way and Wichita Transit= \$3.50 each way for paratransit or \$5.00 day pass for Fixed Route) the total fare is between \$20.00 /22.00 and is a barrier for many people. Four trips were made during the FY 2022 grant cycle.



Ridership Demographics and Stats

In grant FY 2022, Rcat provided rides on all three services. While ride destinations on fixed route (44,217) are not recorded, among those on Paratransit/ Rural on Demand (13,263 rides) 32% (4,226) were for general purposes, 28% (3,783) were for employment, 39% (5,187) were for medical purposes, <1% (67) were for educational services.

	FY 20	22 July	1, 2021 - J						
	Seniors	Disabled	Gen Public	Total	Para Lifts	Route Lifts	5		
July	1,730	1,644	1,264	4,638	197	69			
August	1,749	1,762	1,195	4,706	191	58			
September	1,543	1,302	1,276	4,121	197	70			
October	1,737	1,580	1,468	4,785	234	143			
November	1,610	1,478	1,468	4,556	168	109			
December	1,505	1,362	1,627	4,494	203	105			
January	1,379	1,285	1,605	4,269	170	74			
February	1,400	1,160	1,607	4,167	152	105			
March	1,732	1,576	2,222	5,530	200	105			
April	1,596	1,556	2,052	5,204	215	96			
May	1,626	1,792	1,888	5,306	197	81			
June	1,763	1,801	2,140	5,704	225	98			
Total	19,370	18,298	19,812	57,480	2,349	1,113			

		Paratra	ansit & On D	Demand		Fixed Route				
	Seniors	Disabled	Gen Public	Total	Lifts	Seniors	Disabled	Gen Publi	Total	Lifts
July	552	484	77	1,113	197	1,178	1,160	1,187	3,525	69
August	654	517	84	1,255	191	1,095	1,245	1,111	3,451	58
September	617	445	100	1,162	197	926	857	1,176	2,959	70
October	563	510	96	1,169	234	1,174	1,070	1,372	3,616	143
November	567	478	49	1,094	168	1,043	1,000	1,419	3,462	109
December	564	465	51	1,080	203	941	897	1,576	3,414	105
January	552	509	54	1,115	170	827	776	1,551	3,154	74
February	439	397	53	889	152	961	763	1,554	3,278	73
March	618	528	54	1,200	200	1,114	1,048	2,168	4,330	105
April	561	476	66	1,103	215	1,035	1,080	1,986	4,101	96
May	491	476	52	1,019	197	1,135	1,316	1,836	4,287	81
June	522	460	82	1,064	225	1,241	1,341	2,058	4,640	98
Total	6,700	5,745	818	13,263	2,349	12,670	12,553	18,994	44,217	1,081



For safety, all Rcat vehicles graphics are made from highway grade reflective film and tape. Red and white conspicuity tape is applied nose to tail along with safety yellow florescent chevrons on the back.

Fares

Fixed Route

50¢ - Disabled, Students, Seniors, and Youth ages 6-18

\$1.00 - General public

Complimentary Paratransit

\$2.00 - All passengers

Rural on Demand including Regional Route

\$2.00 - Disabled, Seniors and Youth ages 6-18 - Pick-up at Town Bus Stop

- \$4.00 Disabled, Seniors and Youth ages 6-18 Pick-up at Town or Rural Address
- \$4.00 General public Pick-up at Town Bus Stop
- \$8.00 General public Pick-up at Town or Rural Address

Staff Training

All Reat staff participate in mandatory online Drug and Alcohol training taught by Compliance One every two years. Ten drivers and administrative staff participated in training during FY 2022. Seven Reat Drivers completed the online Customer Driven Service training through National RTAP.

Rcat drivers and agency staff are required to attend periodic Rural Transportation Assistance Training. Sessions are typically 4-8 hours in length the following topics: vehicle inspections, driving procedures, lift & securement procedures, and passenger assistance.

Our new hire training process is a layered approach. The transportation coordinator or the assistant director will spend approximately 4-8 hours going through our Policy & Procedures Manual.

Then the new hire takes the online START class through the National Transportation Assistance Program and depending on the individual this can take anywhere from 8 - 12 hours for them to complete.

The next step is to go through three training sessions approximately 2 hours each with the safety maintenance coordinator.

The first of these sessions covers vehicles, equipment & service. The objective for this session is for the new hire to become familiar with the vehicle, driver controls, seating, lift & securement equipment, emergency equipment, vehicle interlock system, two-way radio & tablet operation.

The second session covers vehicle inspections, maintenance & care. The objective for this session is for the new hire to be able to perform pre-trip, post-trip and enroute inspections according to Rcat protocol and to be familiar with maintenance and vehicle washing & cleaning procedures. The new hire becomes familiar with the documentation process for inspections, maintenance, and care of the vehicles.

The third session covers loading & unloading passengers, lift operation and securement. The objective for this session is for the new hire to be able to position the vehicle for optimum lift operation, operate the lift to load & unload passengers, perform manual operation of the lift in an emergency, perform securement of mobility device and occupant restraint devices according to Rcat protocol. The new hire will be able to distinguish between manual, power chair and scooter mobility devices. This session also covers fueling procedures as well as using two-way radio and tablet communication devices.

The next step of training is for the new hire to be assigned to ride the routes with veteran drivers, to observe and learn. After riding along, the new hire is placed in the driver's seat while the veteran driver rides with them to mentor and coach as needed.

Rcat Community Partnerships

Each year the Rcat Director sends a letter to the mayor of each town (15) in Reno County explaining Rcat's transportation services. This includes the work performed throughout the

county during the past year and inviting comments and inquiries. The letter also asks for input in identifying transportation gaps.

Reat Director is a member of the City of Hutchinson Planning Department Developmental Review Committee and provides input for construction projects requiring City permits before being submitted to the City Council affecting Reat's service. This committee considers the implementation of Complete Streets principals including public transportation.

In 2013 Reno County Community Health Improvement Plan (CHIP) identified a lack of access to health care as a barrier for positive health outcomes for some citizens. As a result, the CHIP leaders approached the Reno County Board of Commissioners and asked that a free Rcat ride voucher be developed. The Reno County Board of County Commissioners and KDOT approved a free voucher program for medical trips. Designated agencies distribute vouchers to clients they deem eligible and Rcat accepts the vouchers on Fixed Route and both specialized transportation services (Paratransit and Rural Demand Response). During the FY 2022 Rcat provided 3042 rides with a conservative estimated value of \$6,084.00 for paratransit and rural on-demand service through the voucher program.

The Department of Community Corrections utilizes Reat to provide rides to parole visits through tickets purchased interdepartmentally.

Rcat provided free rides for a Holiday Light Tour held in conjunction with Third Thursday and the KWBW live nativity presentations. Two Para buses provided tours for 54 people.

Rcat was invited by the Hyde Park Neighborhood to again provide free rides for the community during the annual December Luminaria.

The Reno County Commissioners created a Public Transportation Commission when Rcat began in 2000. This board normally meets bi-monthly and consists of members of the public, and agencies serving the community. All meetings are open to the public and information is posted on the county website.

The Reat director works with the Director of Security at the Hutchinson Regional Medical Center to plan service to the hospital when necessary. Reat works to accommodate emerging health and safety issues and supports the hospital's security protocols. Rcat is mandated to assist the community in times of emergency when declared by the Director of Emergency Management. March 5, 2022, high winds, and dry conditions led to a brush fire growing into the Cottonwood Complex wildfire that burned 12,000 acres destroying 35 homes 92 outbuildings, 110 vehicles and taking one life. As a result, Rcat was called on to provide transportation for city and county officials for a damage assessment tour with the Hutchinson Fire Chief and County Emergency Management Director the day after the fire and was on standby for Governor Laura Kelly's tour of the area.

A gas explosion at the Tenawa Haven Midstream gas facility caused the precautionary evacuation of elderly residents of Haven House at midnight April 14, 2022. Haven House had a reciprocal agreement with Cheney Golden Age care facility but did not own a vehicle large enough to transport the residents. Cheney Golden Age facility owned a vehicle but was unable to provide a driver due to the late hour. At the request of the Reno County Emergency Management Director, Rcat provided two buses and drivers to evacuate the eight elderly residents and transport them 29 miles to the Cheney Golden Age care facility.

Partnering With KDOT

Rcat Director serves as the chair for Coordinated Transit Districts #2 (CTD) and is responsible to arrange programs, agendas and distribution of financial information and minutes. Quarterly meetings are held via ZOOM.

As chairman, Lilyhorn also represents CTD #2 at statewide Rural Transportation Assistance Program (RTAP) and KDOT meetings or arranges for another officer to attend. Lilyhorn distributes and collects information from KDOT as requested, Lilyhorn maintains and updates the System for Award Management (SAM) account yearly or as needed.

Emerging Concerns

Cutaway buses are not being produced at the per-Covid level causing a back log of buses being awarded but no replacements available. KDOT predicts it will be at least another 18 months before the buses ordered in July 2021 will be delivered. This will likely continue to be the

situation for the next 5 years if not longer. The repercussion to Reno County is that we will likely receive multiple years of bus awards arriving at close to the same time. Current guidelines from KDOT require a vehicle to have 100,000 miles before it will be considered for replacement. Rcat had been on a schedule of replacement of 3 vehicles per year – this helped maintain consistent level budgeting. This current back log will cause the need for a period of proactive consistent CIP budgeting for future replacement vehicles, to avoid sharp peaks and low valleys in the budget in the coming years.

Department of Aging

The Department is home to centralized resource information for services available to people over age 60 in Reno County. We provide information and referral as needed for individuals and/or groups with various types of information concerning social service agencies, legal issues, health care, etc. as well as linking people with appropriate agencies or services. Follow up assistance is provided to help people successfully navigate the various systems. Most services fall under the Older Americans Act Title programs: IIIB, IIIE and IIID which were described earlier in this report; however, we field any call or concern brought to the department. In the FY2022 there were 495 unduplicated (new people who had not previously received assistance through the Department of Aging) contacts made for Title IIIB and IIIE.

The Department of Aging consists of 3 employees who hold 50% appointments: Director, Assistant Director, and Administrative Assistant and 2 Social and Human Service Assistants who hold 100% appointments.

Funding Sources:

The primary source of funding is the Reno County Elderly Mill Levy Tax funding (2023 rate is 0 .267) followed by Older Americans Act subcontract funding through the South-Central Kansas Area Agency on Aging. In FY 2023 those amounts will be \$669.389 and \$11.070, respectively.

FY 2023 Allocations to Partnering Organizations

\$416,076 is budgeted to be allocated to Reno County Senior Centers, The Reno County Health Department, Reno County Volunteer Center, Meals on Wheels of Hutchinson, Interfaith Housing and Community Services and Rcat. These agencies receive funding administered by the Department of Aging to provide services that were originally performed by the Department of Aging. The needs quickly outgrew the capacity of the Department of Aging and emerging County community-based organizations providing services for seniors were made partners.

Reno County Department of Aging Priorities for Elderly Mill Levy Funding Request – 2023

- Nutrition services
- Social Interaction
- Personal and Simple Health Care
- Immediate Needs
- Housing

Priorities developed with consideration to the following:

- 1. The hierarchy of need; the number and diversity of citizens served without regard to income.
- 2. The hierarchy of the need; the number and diversity of citizens served in regard to income.
- 3. The amount of money spent per individual to meet the identified need.

Attendance - 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Attendance
Abbyville	0	29	26	24	30	26	31	27	11	17	13	7	241
Buhler	300	300	175	275	300	250	300	250	225	250	230	350	3205
Elmdale	2149	2056	2717	2923	2708	2992	2511	3240	2659	3144	2996	1953	32048
Haven	225	239	300	250	277	330	222	192	291	247	128	223	2924
Nickerson	80	69	47	99	90	78	91	115	99	103	89	56	1016
Ninnescah-Arlington				12	6	14	0	229	46	17	257	17	598
Pretty Prairie	208	232	296	262	241	294	258	305	660	259	687	217	3919
Turon	89	103	127	132	229	117	185	174	229	142	151	194	1872

Senior Center Participation FY 2022

Special Programs

Grocery Delivery

In 2018, the Reno County Council on Aging identified a lack of access to food in rural parts of the county as a concern to address. The Reno County Volunteer Center's Friends in Action Shopping Team (F.A.S.T.) was/is providing a grocery shopping and delivery service but transporting groceries outside of the cities of Hutchinson/South Hutchinson creates a barrier to volunteers who use their own vehicles. This resulted in a request to KDOT for the use of a Rcat van when it had been retired from the fleet. Permission was granted. In 2018 a grant for operating costs was submitted the Hutchinson Community Foundation and \$5,200 was awarded through the Kansas Health Foundation Public Health Endowment Fund. The Reno County Grocery Delivery program was launched through partnership with RSVP and the expansion of their F.A.S.T. program in May of 2019.

Grocery Delivery Service

2022 – Cost of program \$1,168.30

Volunteers

Volunteer Van Drivers/Grocery Delivery People: 4 Volunteer Shoppers and Substitute Shoppers: 13 Total Volunteers: 17

Volunteer Hours

Van Drivers/Grocery Deliverer Hours: 204 Shopper Hours: 96 Total Volunteer Hours: 300

- Total Number of Seniors Participating: 15
- Total Number of days Groceries Were Delivered: 40
- Total Number of Individual Deliveries: 124

Senior Farmer's Market Nutrition Program

The Kansas Senior Farmers Market Nutrition Program (KSFMNP) is funded by the United States Department of Agriculture Food and Nutrition Service. The program provides a once annual benefit to low-income seniors to purchase fresh fruits and vegetables, herbs, and honey from certified farmers at Farmers Markets in Kansas. This is a highly popular program in Reno County and is available for people over age 60 who have household incomes of not more than 185% (\$25,142 per individual - \$33,874 for 2 people) of the federal poverty income guidelines. Again, this year each person received \$35 in the form of seven \$5 checks. The Department has assisted with the program for 12 years.

In June, the Department began the application and distribution. It was offered again as a phone and mail process. In Kansas, this program is offered through the Kansas Department of Aging and the Kansas Department of Health and Environment and coordinated by the South-Central Kansas Area Agency on Aging – they enlist our help each year for the distribution process. The program was publicized in the regular media outlets and extensively through 1 minute radio spots.

We continued to utilize the "touchless" process developed during the pandemic to collect information and process the vouchers. People called the office and were promptly routed to a staff member who filled out the application on a computer. The application was mailed to the person for their signature and a self-addressed stamped envelope was included. After receiving the signed application – the voucher booklet was mailed to the client. Many people expressed their gratitude for the program and the ability to handle the entire process without leaving their home. An added benefit people mentioned was no need to stand in line or be exposed to the heat. Reno County received 245 booklets and distributed all of them from mid-June through mid-July.

Medicare Part D Open Enrollment October 15 – December 7

Medicare Part D Open Enrollment period October 15 – December 7, 2022, was conducted again this year through in-person counseling appointments. Trained volunteers from the Volunteer Center began work on October 15 and assisted clients by entering their information into the Medicare.gov site to find the best plans. They provided counseling regarding how to evaluate plan options. If the person decided to change plans, the volunteer completed their enrollment on the computer. Seven trained volunteers provided 281.5 hours of counseling to participants.

Medicare Part D Open Enrollment	
Volunteers Assisted	404
Staff Assisted	296
Total Reno County Residents Served	700



AGENDA ITEM



AGENDA DATE:

February 14, 2023

PRESENTED BY: Harlen Depew, Director

AGENDA TOPIC: 2023 Annual Maintenance & Purchasing Update

SUMMARY & BACKGROUND OF TOPIC:

Presentation of the annual Maintenance & Purchasing annual update.

ALL OPTIONS: n/a

RECOMMENDATION / REQUEST: Review

POLICY / FISCAL IMPACT: n/a



Maintenance & Purchasing Dept

Annual County Commission Update

February 14, 2023

The Reno County Maintenance & Purchasing Dept. consists of 22.5 budgeted positions.

- > 1 Department Director
- > 1 Maintenance Supervisor 1st shift
- > 1 Custodial Supervisor 2nd shift
- > 1 Office Manager
- > 1 Purchasing Assistant
- ➢ 6 Maintenance Techs
- > 10 FT Custodians
- 3 PT Custodian

Over the years we have added multiple buildings, grounds, technology, security hardware, and well over 100 of pieces of mechanical equipment to our scope of responsibility, all while maintaining essentially the same overall number of employees. For many years we utilized inmate labor from the KDOC to do a lot of our groundskeeping, but we took over these duties with staff as well when that program went away around 2016.

As the department director, I am very proud of our front-line Maintenance Techs, Custodians, and division Supervisors for this accomplishment.

Some essential functions of the department are:

- > Operation of the county's Purchasing Storeroom
- Assists other departments with researching, price shopping and procuring special order items
- Processing of Department Accounts Payables
- > General building maintenance for 15 county owned buildings
- Planned /preventive maintenance program for HVAC equipment (over 300 pieces of equipment)
- > Groundskeeping and routine snow removal at eight (8) buildings
- Maintaining the county's key control program plus door and lock maintenance and repair
- > Coordination and overseeing of the county's facilities CIP program
- > Managing the county's building automation systems for HVAC controls
- Maintenance and repair of the RCCF general and detention equipment.

- > Courier services provided for various departments
- > Many misc. operational support services to our building occupants
- Provides custodial services for 12 buildings

2022 Maintenance Dept. In Review

A great deal of staff time was spent in 2022 assisting the contractors working on the courthouse window restoration, weatherization, and earthquake repair projects, and cleaning up after project related water leaks. These projects created a lot of extra dirt and debris that was cleaned up daily by our custodial staff, especially Paul Givens and BJ Alonzo.

Jennifer Lobban and Matthew Elliott, our Purchasing experts, successfully tackled ongoing challenges with supply chain issues, and wildly unstable pricing on both standard storeroom inventory items and special order items alike. For some reason, technology related supplies and equipment continued to be especially difficult to acquire in an affordable and timely manner. Matt and Jenny put a lot of effort into getting other departments the items they needed as quickly as possible.

The Reno County Correctional Facility, and all the systems and equipment involved with that building are approaching eight years old and are requiring more and more repair as time progresses. Art Miller and Nikki Phillips are our lead technicians working at that location. They, along with Garrett Drier have saved Reno County taxpayers hundreds of thousands of dollars by resolving issues with security hardware and other complex equipment in-house and avoiding having to call in specialty vendors from out of State to resolve these issues.

A couple of the larger projects we completed in 2022 were the replacement of all of the surveillance cameras at the Youth Services building, and interior painting of the District Attorney's offices on the 5th floor of the courthouse.

The Maintenance Management Software we transitioned to late in 2021 did not turn out to be as effective as we had hoped, so we made the decision to switch programs. Our new program has been well received by department staff as well as by requesters throughout our organization. We were also able to reduce the cost for this service. Since we first implemented the use of commercially available maintenance tracking software less than ten years ago, we've processed over 60,000 work orders, including around 25,000 proactively planned PM tickets. Our new system has better work scheduling and planning functionality, which is increasing department efficiency and response times.

Our 2022 operating budget closed out at 18% under budget due to a number of factors, primarily from several positions being left unfilled for extended time periods due to lack of qualified applicants. Additional factors included using custodial supplies purchased with COVID funding, and being tied up with assisting with courthouse projects and spending less time on improvements in our other facilities. Maintenance staff has continued to be conscientious on a daily basis, and they are diligent about looking for the best value on purchased goods, which becomes apparent at the bottom line.

2022 a Look to the Future

It is a great time to be a part of the Reno County organization!

The Maintenance Department is having a lot of fun transitioning into new ways of getting things done while working together to create a culture for high performance within the department. As the department director, I have been delighted with the level of engagement displayed by my team and the great ideas and perspectives they are sharing. More than ever, we are expecting and receiving leadership from all employees, and they are stepping up to the challenge in a big way!

Maintenance employees are nearing completion of updates to the Courthouse Veteran's Room in preparation for holding Commission Meetings there starting early in the spring season. Troy Kelly did a great job of leading the charge on this project!

We are also anticipating the completion of the courthouse earthquake repairs and window restoration, with the remaining details on a firm schedule to be wrapped up in March, then potentially moving forward with coordinating renovations to portions of the courthouse interior.

Our amazing IT department created a Capital Forecast program for us to use to compile long term facility related capital improvement expense projections. We've been gathering data with the plan of presenting a 20 year overview to the Board of County Commissioners during the preparation of the 2024 budget this spring.

We hoped to do some nice improvements to the lawn and landscape around the courthouse last fall, but these were delayed due to the project extension by the contractors. We were able to get some grass seed in the ground at the last minute, so hopefully it will green up as the weather warms up. Regardless, we will make sure to improve the lawn this spring, and plan to do more significant landscape updating in the fall of 2023.

Operating costs are rising faster than budgets. With this in mind, taking great care of our facilities, systems, and the equipment contained in them has never been more important. Our Maintenance team understands this and works hard to provide the best service in the most efficient and cost-effective way possible!

Special thanks to all the members of the Reno County Maintenance & Purchasing team:

BJ Alonzo	Jim Arneson	Sherry Cooper	Matthew Elliot	t Jim Ankrum
Eric Evans	Elizabeth Ewert	Greg Ford	Paul Givens	Garrett Drier
Juan Gomez	Troy Kelly	Vicki Lloyd	Jenny Lobban	Ronnie Martin
Art Miller	Nikki Phillips	Harlen Depew		



AGENDA ITEM

AGENDA ITEM #7.D

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Don Brittain, Director of Public Works

AGENDA TOPIC:

Update on HABIT and Yoder Sewer District's Engineering Cost

SUMMARY & BACKGROUND OF TOPIC:

The Reno County Commission discussed options for the sewer districts serving the HABIT and Yoder areas at last week's study session. The commission had asked staff to contact the engineers (Schwab Eaton) working on this project to receive a cost to conduct a preliminary study of what the estimated cost would be for the sewer districts to connect to the City of Hutchinson. The discussion is without knowing if the City of Hutchinson would be interested in this idea.

Staff expects to have the cost of the study on Tuesday, along with the pros and cons of each item for the two rural sewer districts.

ALL OPTIONS:

- 1. Approve the study to update the previous study for the connection and expansion of the HABIT and Yoder sewer districts, along with a cost estimate of connecting to the City of Hutchinson
- 2. Deny the joint study, and authorize staff for an engineering update for the expanded lagoon system.
- 3. Table the item to a future commission meeting.

POLICY / FISCAL IMPACT:

The two sewer districts will pay for the cost of their project with long-term financing and possibly grants.



AGENDA ITEM

AGENDA ITEM #8.A

AGENDA DATE:

February 14, 2023

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 Appraiser, Automotive, Clerk, Communications, Community Corrections, Emergency Management, and Health Department.



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

Re: Monthly report for end of January 2023

To: Randy Partington, County Administrator

Staffing changes or issues

The County Appraiser's office is fully staffed.

Financial summary

As of 1/27/23, the Appraiser will have spent approximately 7% of the year-to-date budget, with the majority of it being payroll. The remaining expenses were primarily regular or seasonal/monthly expenses.

Projects/Issues/Challenges/Concerns

Personal Property

• Staff is working renditions for tax year 2023.

Residential Department

- Staff is reviewing and validating sales as they come in.
- Staff is doing field visits, on-site hearings, and interior inspections as needed.
- Compliance is sending reports to PVD as requests come in.
- Residential valuation for 2023 is in process. We expect to be able to send out property valuation notices by March 1 as required by statute.
- Staff is collecting payment under protest hearing applications as they come in now that tax bills have been mailed by the Treasurer.
- Payment under protest hearings are in progress.

Commercial Department

- Staff is reviewing and validating sales as they come in.
- Staff is doing field visits, on-site hearings, and interior inspections as needed.
- Staff is reviewing data collected and adjusting income models for various property types.
- The result of the Kohl's BOTA decision for the 2021 valuation is still pending. The county appraiser has engaged Keller Craig Associates to perform a fee-simple appraisal for the 2022 and 2023 tax years per KSA 79-503a, 79-1460, and 74-2433(g). The BOTA hearing for the 2022 tax year has been scheduled for June 19, 2023, in Topeka.
- Commercial valuation for 2023 is in progress. We expect to be able to send out property valuation notices by March 1 as required by statute.
- Payment under protest hearings are in progress.



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

Projects/Issues

We received word that the three replacement Sheriff SUV's that were ordered on 9-6-2022 have been shipped and scheduled to arrive at the dealer on 2-4-2023. This is encouraging as a lot of agencies have had orders cancelled by the manufacturer. We are hoping to receive them the later part of February. One difference this year is we are not trading the old units and we will be selling them on Purple Wave Auction. The truck for the Fire Administrator position has been scheduled so I am fairly confident that we will get this unit as well.

Supply chain issues are still causing some problems with national backorders and long wait times for certain repair parts.

As far as fuel costs for 2022, Wex fuel card users purchased 73,441.819 gallons for a total cost of \$247,574.41 or an average price of \$3.37 per gallon. Fuel expense for 2022 was up \$49,326 over 2021 amount. U.S. Energy Administration is forecasting a 65 cent a gallon drop from 2022 average prices so we hope this holds true.



Donna Patton County Clerk RENO COUNTY 125 West 1st Ave. Hutchinson, Kansas 67501 (620) 694-2934 Fax: (620) 694-2534 TDD: Kansas Relay Center 1-800-766-3777

Clerk/Election Monthly Report for January

The Election Office is getting ready for two Special Bond Elections. USD 313 (Buhler) is having theirs on April 4th and USD 311 (Pretty Prairie) is having theirs on May 16th. We are also getting some filing paperwork in for the City/School Elections.

In the Clerk's Office we are answering questions about special assessments and some other tax questions. Jami is working on the W-2's and Valorie is working on the 1099's.

By the end of January, 7% of the year-to-date budget in the Clerk's Office and 3% in the Election's Office was used, with the majority of that for payroll.

Donna Patton



Administration 206 West First Ave. Hutchinson, KS 67501-5245 620-694-2929

Communications Monthly Report- January 2023

The main initiative for the month: Update the public on the historic events, activities and news from Reno County departments. Let them know about the great things that are going on!

Press Releases: Feb. 2nd Childcare Orientation Class, created a draft of Burn Resolution changes which will be released soon.

Graphic Design: A Burn Permit Information Flyer, animated job-recruiting graphics for Youth Services, Reno County Jail and Maintenance Dept., a graphic about Reno County being closed on Martin Luther King Jr.'s birthday, a graphic about hours of operation at the landfill during New Year's and MLK holidays, a graphic about Judge McCarville's retirement reception, a graphic about the entrance to courthouse being closed, a holiday Happy New Year graphic and a "Walk With Ease" program graphic.

Website:

Posted each new commissioner's information and photo on the website and added stories about the historic new five-member commission, the monthly Childcare Orientation class, information and photos from the trip to the Dept. of Agriculture in Manhattan, uploaded new burn ban resolution, fixed some broken web links, updated Judge Daniel Gilligan's web page. Worked with IT to upload new city and county district maps.

Videos/Photos: Videos: two time-lapse videos of scaffolding coming down from exterior of the courthouse. **Photos**: photos of the trip to the Department of Agriculture in Manhattan, portrait of Judge McCarville, commission meetings and group photos of new Board of County Commissioners, scaffolding being removed from the courthouse, employee service award reception, Sheriff Dept. field sobriety test training, Veterans' Memorial, continued photos of the renovation progress in the Veterans' Room, Walk With Ease photos.

Social Media: as of Jan. 27, 2023

- Facebook Reno County: 3686 followers (+14), 21 posts
 - Top Post: Reno County Service Award Reception (01.12.23)
 - 2,831 reach, 707 engagements, 7 shares, 84 reactions, 16 comments
- <u>Twitter:</u> 858 followers (+1), 13 tweets
 - Top post: Five-member Reno County Commission meeting (01.24.23)
 - 142 impressions, 10 engagements
- YouTube: 305 subscribers (+36) (in the last 28 days, channel had 11,289 views)
 - Top video: Reno County Commission meeting (01.09.23)
 - 247 views
- LinkedIn: 93 followers (+5) , 1 new post
- <u>Other posts</u>: Posted two posts on the Reno County Instagram account, gained 3 new followers.

Committee Meetings: Joined the Hutchinson Community Foundation Strategic Impact Committee. **Other:** Sent out information about the Battle of the Badges Blood Drive, digitized the former county commission photos we have in storage, working with Shelly Bredemeier, Director at Youth Services to get job recruitment advertising on local radio stations and their web sites, working with Helen in HR on possible television job recruiting advertising, created business cards for new commissioners, working with IT on the county's Instagram account.



COMMUNITY CORRECTIONS

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

County Commission Report

January 2023

Staffing

There are currently no open positions at Community Corrections. We are waiting until we receive our FY'24 projected grant allocation to determine if we can open the vacant secretary/receptionist position. Community Corrections used to have two full-time and one part-time front office staff, currently we have one full-time person.

Projects/Concerns

Community Corrections is primarily funded through grants from the Kansas Department of Corrections. The adult and juvenile grants should open within the next couple of weeks. This will be a focus for the director for the next couple of months. The grant applications will be brought before the County Commissioners after they are approved by the adult and juvenile advisory boards.

The adult supervision program is currently supervising just over 360 active clients. This is fairly normal level over the past few years, but is down from just under 400 at the beginning of August. There have been 150 people assigned to Community Corrections by the courts since July 1, the start of our fiscal year. There have been 129 people discharged from supervision this fiscal year. Of these, 97 were successful and 32 were revoked to prison. We're currently supervising 23 youth. Eight of these youth are in the juvenile correctional facility in Topeka. While youth are in the JCF officers are still required to meet with them in person.

Financial

The Governor's budget was released during January but did not include additional funding for Community Corrections. We are currently advocating for greater flexibility with how some of the grant money can be used. The Department of Corrections was very prescriptive with the additional grant funds we received last year which meant some agencies were unable to spend the money. We don't believe this was the legislators' intent so we're working to get it corrected.

We are also advocating with the legislators to have the ability to retain year-end unexpended adult grant funds. For the past few years we've used all our adult supervision grant funds, but this is not the case with all agencies. Some agencies don't use all their grant funds in an effort to not go over budget. Others don't use all the funds due to staff turnover and vacancy savings. The Department of Corrections has agreed to release much of the FY'22 unexpended grant funds back to Community Corrections agencies. We are hopeful to hear more information about this before the end of the month.



Emergency Management

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

Staffing changes or issues (if any)

There are no staffing changes to report.

Budget YTD summary

At the end of January, Emergency Management has used 6% of its year-to-date budget.

Projects/Issues/Challenges/Concerns

Activities:

- The rewrite of the County's Emergency Operations Plan (EOP) has been sent to the County Administrator. That plan will need approval from the BOCC Chairman to be sent to the state for review. Once the state reviews the plan, recommends changes, and approves the plan, it will be presented to the BOCC for formal adoption.
- Worked with GovBuilt on a new controlled burn permitting process. We took the Commissioners and public's feedback and tried to improve the process. With this system, you can select multiple parcels on one permit and a permit holder will be notified when their permit is expiring and given the option to renew.
- Met with Harvey County to discuss response to wildfires and completed a tabletop exercise.
- Conducted a county wide fire training. This training will now be conducted quarterly.
- The volunteer firefighter's new stipend was implemented on January 1, 2023. There has been a positive response from the fire districts.
- Other projects include:
 - Processing TIER II reports
 - Orion Damage Assessment tool training with the Appraiser's Office, CERT, and Fire Departments.
 - Working with Lexipol on policies for fire districts. This was approved with ARPA funding by the BOCC. We hope to have these policies drafted and implemented in 2023.
 - Working with fire districts to scope and quote the purchase of new fire apparatus:
 - District 4 (Arlington, Abbyville, Partridge, Plevna)- received estimates for a new tender truck. Their current tender was scheduled to be replaced in 2022. Chassis



Emergency Management

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

and delivery time is approximately one year from the order date. The BOCC will see a formal request for this purchase in the coming months.

- Reno/Harvey Joint Fire District 2 (Buhler)- received estimated for a firefighting utility terrain vehicle (UTV). This will be presented to the BOCC in coming months. If this purchase is approved, it will be the first UTV owned by rural districts. When we have fires in the sandhills or around the rivers, these UTVs are needed and highly utilized. There is a need for 3-4 of these across the county districts.
- District 3 (Nickerson, Highlands)- took delivery of their new brush truck that was approved in 2021. This truck had significant delays due to supply chain issues; we believe this delay will be standard moving forward.
- Insurance renewals was completed for all fire districts



209 West 2nd Ave. Hutchinson, Kansas 67501-5232 (620) 694-2900 Fax (620) 694-2901 TDD: Kansas Relay Center 800-766-3777 www.renogov.org/health

RE: Monthly report ending January 2023

Dear Randy Partington, County Administrator:

Staffing Vacancies:

Current vacancy is for an Older Adult Services Nurse Aide.

Program Updates:

<u>Admin/Finance/Health Information Management (HIM)</u>. One of the functions of our Electronic Health Record (EHR), CureMD, is having a patient portal. A patient portal is a way for clinical patients to communicate with us electronically and access some of our common forms. Over the past several months, we have been working with CureMD for this functionality to go live; we went live this month.

<u>Clinical – Basic Health Services (BHS), Maternal Child Health (MCH), Family Practice (FP),</u> <u>Older Adult Services (OAS), and Epidemiology.</u> As an epidemiology update, Respiratory illnesses have gone down to about 11% of emergency department (ED) visits. Both RSV and flu cases have decrease significantly over the past month to 1% or less of ED visits. Our epidemiologist started conducting animal bite investigations; she completed 5 investigations this month. Also, our Vaccines For Children (VFC) Program underwent its Site Visit and Compliance Survey; we passed with no compliance issues.

<u>COVID-19 Update.</u> As of 1/25/23, the weekly total number of cases in Reno County has decreased since the end of November. The most recent week ending on January 21st had a total of 37 cases and equal to about 59.7. The number of COVID-19 cases per day have been variable over the past few days, with the most being 11 cases and the least being 2 cases. On January 21st, there were a total of 2 new cases. The percentage of ED visits for COVID-19 have been decreasing since mid-December. Over the past few weeks, the percentage of COVID-19 ED visits have decreased from about 5% to of all visits to almost 1-2% of all visits each week. As of 1/25/23, there were 3 patients hospitalized with COVID-19. As on 1/21/23, 6,775 Covid-19 bivalent booster shots had been administered in Reno County.

<u>Vaccine Administration</u>. The Health Department is offering the bivalent covid-19 booster vaccines. The Health Department is also administering flu vaccines, which can be given at the same time as a COVID-19 vaccine.

<u>WIC – Women, Infant & Children.</u> We have 1039 active clients (have used at least 1 item on food benefits) out of 1255 participating (received benefits). Breastfeeding Peer Counselors held 2 events with 10 participants.



<u>Health Education – Chronic Disease and Risk Reduction (CDRR), Opioid Overdose to Action</u> (OD2A), Rural Response to the Opioid Epidemic (RROE), Pathways to a Healthy Kansas, and <u>Community Education</u>. CDRR-Staff presented vaping education to Fairfield middle and high school students, and South Hutchinson 5th and 6th graders. OD2A- a staff member was asked, and attended, the National Overdose Fatality Review Board Forum in Washington, D.C. RROE-Staff conducted 7 naloxone training sessions; 140 people reached. Pathways-working with HAT on CHA/CHIP development; Judy Johnson is finishing up the report. We have been selected as a mentor for the Reducing Overdose through Community Approaches (ROCA) Mentorship project through the National Association of County and City Health Officials (NACCHO).

<u>Environmental Health (EH)</u>. Staff are completing school inspections and are working on license renewals for wastewater contractors and sanitary services; there are approximately 25 wastewater contractors and 5 sanitary services contractors in Reno County. Thank you to the County Commission for approving GovBuilt; an electronic record permitting system.

<u>Licensed Child Care (LCC)</u>. Staff conducted a monthly orientation class (4 attended), 2 home annual surveys, 6 home annual surveys, 1 school age program annual survey, and 1 center complaint survey. Our Assistant Director of Population Services was asked to serve with the Childcare Taskforce group.

<u>Preparedness (PHEP)</u>. Staff are working on our building fire escape plans and reviewing our emergency radio needs.

Becoming a High(er) Performing Organization. This month, we developed a monthly education and training schedule that focuses on educating staff members and RCHD Advisory Board members on different areas in the health department, what they do, their successes, emerging issues, and how they are funded.

Sincerely, Karla Nichols, Director of Public Health





AGENDA ITEM

AGENDA ITEM #8.B

AGENDA DATE:

February 14, 2023

PRESENTED BY:

Randy Partington, County Administrator

AGENDA TOPIC:

Financial Report

SUMMARY & BACKGROUND OF TOPIC:

Attached is a report to keep the commission informed of the county's financial status for FY22. Next month, we will run financial reports for FY23.

As of	12/31/2022

		As of 12/31/20	
		Amt Received /	% Recd /
	Amended Budget	Expended	Used
001 General Fund			
00 Unclassified			
Revenue		4 400 500 00	4070/
Interest -	333,000.00	1,422,586.33	427%
Taxes	14,978,099.00	16,334,780.26	109%
Licenses, Permits, and Fees	240,250.00	340,113.18	142%
Reimbursements	818,500.00	905,762.26	111%
Other	0.00	2,628.32	
Transfers In from Other Funds	25,000.00	74,010.00	296%
Cash Balance Forward (Budgeted Resource)	10,649,892.00	0.00	0%
Prior Year Cancelled Encumbrances (KMAAG)	0.00	4,035.00	
Revenue Total	27,044,741.00	19,083,915.35	71%
Expenses			
Other Expense & Reimbursements	0.00	0.00	
Expenses Total	0.00	0.00	
01 County Commission			
Expenses			
Personnel Services	54,000.00	53,999.40	100%
Contractual Services	5,100.00	1,922.58	38%
Commodities	1,000.00	3,013.87	301%
Expenses Total	60,100.00	58,935.85	98%
02 County Clerk			
Revenue			
Reimbursements	20,000.00	19,952.09	100%
Revenue Total	20,000.00	19,952.09	100%
Expenses			4.0.004
Personnel Services	274,646.00	274,851.18	100%
Contractual Services	27,710.00	25,807.02	93%
Commodities	4,600.00	2,250.08	49%
Expenses Total	306,956.00	302,908.28	99%
03 County Treasurer			
Revenue			
Reimbursements	0.00	307.18	
Revenue Total	0.00	307.18	
Expenses			
Personnel Services	201,897.00	180,078.55	89%
Contractual Services	43,650.00	25,161.63	58%
Commodities	32,150.00	26,255.05	82%
Expenses Total	277,697.00	231,495.23	83%

		Amt Received /	% Recd
04 District Attorney	Amended Budget	Expended	Use
04 District Attorney Revenue			
Licenses, Permits, and Fees	80,000.00	155,416.10	
Revenue Total	80,000.00 80,000.00	155,416.10	1949
	80,000.00	155,410.10	134.
Expenses			
Personnel Services	1,118,003.00	1,090,614.03	98
Contractual Services	123,900.00	75,386.03	61
Commodities	40,000.00	37,388.55	93
Capital Improvement & Outlay	26,000.00	23,207.97	89
Expenses Total	1,307,903.00	1,226,596.58	94
05 Register of Deeds			
Revenue			
Licenses, Permits, and Fees	375,000.00	476,760.00	
Revenue Total	375,000.00	476,760.00	127
Expenses			
Personnel Services	155,246.00	151,536.49	98
Contractual Services	9,750.00	7,944.59	81
Commodities	6,300.00	3,909.73	62
Capital Improvement & Outlay	0.00	1,655.28	
Expenses Total	171,296.00	165,046.09	96
06 Sheriff			
Revenue			
Licenses, Permits, and Fees	47,612.00	31,805.00	67
Reimbursements	16,100.00	21,781.69	135
Grant Revenues	12,000.00	11,494.68	96
Revenue Total	75,712.00	65,081.37	86
Expenses			
Personnel Services	3,144,374.00	2,974,333.30	95
Contractual Services	356,615.00	346,281.93	97
Commodities	282,175.00	316,336.75	112
Capital Improvement & Outlay	259,080.00	215,169.06	83
Other Expense & Reimbursements	2,000.00	1,500.57	75
Expenses Total	4,044,244.00	3,853,621.61	95
07 County Administration			
Expenses	400.036.00	205 620 02	04
Personnel Services	400,026.00	395,620.03	99
Contractual Services	130,100.00	136,946.26	10

		Amt Received /	% Recd /
	Amended Budget	Expended	Used
08 District Court			
Revenue			
Reimbursements	10,000.00	18,406.18	
Revenue Total	10,000.00	18,406.18	184%
Expenses			
Contractual Services	557,640.00	495,195.32	89%
Commodities	55,100.00	46,756.54	85%
Expenses Total	612,740.00	541,951.86	88%
	_		
09 Courthouse General			
Revenue			
Reimbursements	11,000.00	16,808.83	
Revenue Total	11,000.00	16,808.83	153%
Expenses			
Personnel Services	84,781.00	86,632.83	102%
Contractual Services	358,000.00	374,194.56	105%
Commodities	0.00	960.81	
Capital Improvement & Outlay	1,049,054.00	13,426.68	1%
Other Expense & Reimbursements	15,000.00	2,496.69	17%
Outside Agencies Appropriation	0.00	0.00	
Ambulance Services	0.00	0.00	
Emergency Communications	0.00	0.00	
Economic Development Projects	0.00	0.00	
Transfers Out to Other Funds	0.00	0.00	
Commission Discretionary	0.00	0.00	
Reserve for Cash Carryover & Contingencies	0.00	0.00	
Expenses Total	1,506,835.00	477,711.57	32%
10 Country Concerci			
10 County General Revenue			
Reimbursements	0.00	1,018.36	
Revenue Total	0.00	1,018.36	
Expenses			
Contractual Services	1,048,500.00	954,087.74	91%
Commodities	1,000.00	7,157.60	716%
Other Expense & Reimbursements	0.00	330.63	,.
Outside Agencies Appropriation	559,500.00	559,500.00	100%
Ambulance Services	1,702,676.00	1,646,571.81	97%
Emergency Communications	801,058.00	628,846.75	79%
Economic Development Projects	400,000.00	23,500.00	6%
Transfers Out to Other Funds	1,091,315.00	859,985.62	79%
Commission Discretionary	20,000.00	18,224.12	91%
Reserve for Cash Carryover & Contingencies	5,656,702.00	0.00	0%
Expenses Total	11,280,751.00	4,698,204.27	42%
	11,200,701.00	.,	F270

		Amt Received /	% Recd /
44 Maintenance	Amended Budget	Expended	Used
11 Maintenance			
Revenue Reimbursements	30,000.00	46,019.57	
Revenue Total	30,000.00	46,019.57 46,019.57	153%
Revenue Total	50,000.00	40,019.57	13370
Expenses			
Personnel Services	857,620.00	701,206.60	82%
Contractual Services	84,611.00	88,738.50	105%
Commodities	74,661.00	53,151.11	71%
Capital Improvement & Outlay	30,000.00	21,239.00	71%
Expenses Total	1,046,892.00	864,335.21	83%
12 Planning & Zoning			
Expenses			
Personnel Services	85,955.00	84,131.81	98%
Contractual Services	15,700.00	12,064.18	77%
Commodities	700.00	252.60	36%
Expenses Total	102,355.00	96,448.59	94%
13 Emergency Management			
Revenue			
Reimbursements	0.00	70,250.81	
Revenue Total	0.00	70,250.81	
Expenses			
Personnel Services	295,063.00	275,650.47	93%
Contractual Services	39,375.00	30,488.78	77%
Commodities	20,850.00	25,148.06	121%
Other Expense & Reimbursements	0.00	3,554.18	
Expenses Total	355,288.00	334,841.49	94%
14 Sheriff - Jail			
Revenue			
Reimbursements	90,000.00	63,272.91	70%
Other	5,000.00	500.00	10%
Revenue Total	95,000.00	63,772.91	67%
Expenses			
Personnel Services	2,351,311.00	2,439,913.26	104%
Contractual Services	883,846.00	992,335.67	112%
Commodities	204,000.00	207,256.17	102%
Capital Improvement & Outlay	38,600.00	32,390.75	84%
Expenses Total	3,477,757.00	3,671,895.85	106%

	Amended Budget	Amt Received / Expended	% Recd / Used
15 Human Resources			
Expenses			
Personnel Services	184,349.00	182,526.89	99%
Contractual Services	56,050.00	41,174.90	73%
Commodities	18,500.00	5,661.84	31%
Expenses Total	258,899.00	229,363.63	89%
16 Appraiser			
Revenue			
Reimbursements	3,000.00	7,755.00	
Revenue Total	3,000.00	7,755.00	259%
Expenses			
Personnel Services	653,473.00	596,279.56	91%
Contractual Services	71,300.00	63,215.96	89%
Commodities	24,000.00	17,054.41	71%
Capital Improvement & Outlay	25,000.00	23,503.00	94%
Expenses Total	773,773.00	700,052.93	90%
17 County Clerk - Election			
Revenue			
Reimbursements	500.00	943.26	
Revenue Total	500.00	943.26	189%
Expenses	126 042 00	124 000 54	4070/
Personnel Services	126,043.00	134,889.51	107%
Contractual Services	232,700.00	237,288.62	102%
Commodities	18,800.00	14,069.08	75%
Transfers Out to Other Funds Expenses Total	11,371.00 388,914.00	0.00 386,247.21	0% 99%
18 Information Technology			
Revenue			
Reimbursements	28,000.00	38,987.49	
Revenue Total	28,000.00	38,987.49	139%
Expenses			
Personnel Services	502,866.00	508,937.99	101%
Contractual Services	297,425.00	286,968.27	96%
Commodities	11,000.00	9,310.72	85%
Capital Improvement & Outlay	0.00	0.00	
Expenses Total	811,291.00	805,216.98	99%

		Amt Received /	% Recd /
	Amended Budget	Expended	Used
24 Auto Center			
Revenue			
Reimbursements	20,000.00	24,915.74	
Revenue Total	20,000.00	24,915.74	125%
Expenses			
Personnel Services	164,466.00	163,877.25	100%
Contractual Services	14,755.00	14,520.10	98%
Commodities	15,505.00	10,846.18	70%
Expenses Total	194,726.00	189,243.53	97%

REVENUE TOTALS	27,792,953.00	20,090,310.24	72%
EXPENSE TOTALS	27,512,543.00	19,370,416.10	70%
Fund 001 General Fund	280,410.00	719,894.14	
	ginning Fund Balance: Ending Fund Balance:	14,428,910.17 15,148,804.31	

		Amt Received /	% Rec'd /
und	Amended Budget	Expended	Used
002 Aging & Transit Fund			
Revenue			
Taxes	292,143.00	291,971.28	100%
Licenses, Permits, and Fees	150.00	0.00	0%
Reimbursements	6,050.00	16,931.86	280%
Other	223,000.00	192,716.50	86%
Grant Revenues	1,171,236.00	1,031,188.01	88%
Transfers In from Other Funds	352,000.00	352,000.00	100%
Cash Balance Forward (Budgeted Resource)	488,712.00	0.00	0%
Revenue Total	2,533,291.00	1,884,807.65	74%
Expenses			
Personnel Services	1,321,263.00	1,115,821.21	84%
Contractual Services	566,025.00	481,531.32	85%
Commodities	287,150.00	165,710.62	58%
Capital Improvement & Outlay	263,400.00	94,364.19	36%
Other Expense & Reimbursements	425.00	0.00	0%
Reserve for Cash Carryover & Contingencies	87,216.00	0.00	0%
Expenses Total	2,525,479.00	1,857,427.34	74%
REVENUE TOTALS	2,533,291.00	1,884,807.65	74%
EXPENSE TOTALS	2,525,479.00	1,857,427.34	74%
Fund 002-Aging & Transit Totals	7,812.00	27,380.31	

Beginning Fund Balance:1,021,247.94Ending Fund Balance:1,048,628.25

		Amt Received /	% Rec'd /
Fund	Amended Budget	Expended	Used
003 Public Health Fund			
Revenue			
Taxes	986,204.00	993,649.27	101%
Licenses, Permits, and Fees	8,000.00	735.27	9%
Reimbursements	651,000.00	777,302.61	119%
Other	0.00	485.00	
Grant Revenues	1,062,000.00	2,608,880.81	246%
Cash Balance Forward (Budgeted Resource)	692,863.00	0.00	0%
Revenue Total	3,400,067.00	4,381,052.96	129%
Expenses			
Personnel Services	2,421,343.00	2,231,784.98	92%
Contractual Services	568,100.00	703,357.63	124%
Commodities	254,400.00	286,436.48	113%
Capital Improvement & Outlay	0.00	0.00	
Other Expense & Reimbursements	0.00	0.00	
Reserve for Cash Carryover & Contingencies	130,799.00	0.00	0%
Expenses Total	3,374,642.00	3,221,579.09	95%
REVENUE TOTALS	3,400,067.00	4,381,052.96	129%
EXPENSE TOTALS	3,374,642.00	3,221,579.09	95%
Fund 003-Public Health Totals	25,425.00	1,159,473.87	

Beginning Fund Balance:1,264,033.90Ending Fund Balance:2,423,507.77

und	Amended Budget	Amt Received / Expended	/ Rec'd % Used
004 Noxious Weed Fund	Amended budget	Expended	0300
Revenue			
Taxes	117,103.00	115,780.76	99%
Other	12,000.00	26,853.55	224%
Cash Balance Forward (Budgeted Resource)	26,285.00	0.00	0%
Revenue Total	155,388.00	142,634.31	92%
Expenses			
Personnel Services	82,952.00	81,361.15	98%
Contractual Services	5,400.00	2,318.45	43%
Commodities	51,400.00	48,577.49	95%
Other Expense & Reimbursements	0.00	0.00	
Transfers Out to Other Funds	10,000.00	0.00	0%
Reserve for Cash Carryover & Contingencies	2,398.00	0.00	0%
Expenses Total	152,150.00	132,257.09	87%
REVENUE TOTALS	155,388.00	142,634.31	92%
EXPENSE TOTALS	152,150.00	132,257.09	87%
Fund 004-Noxious Weed Totals	3,238.00	10,377.22	
В	eginning Fund Balance:	28,030.79	
	Ending Fund Balance:	38,408.01	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
006 Special Bridge Fund			
Revenue			
Taxes	1,231,904.00	1,234,206.70	100%
Grant Revenues	0.00	754,022.35	
Cash Balance Forward (Budgeted Resource)	2,226,527.00	0.00	0%
Prior Year Cancelled Encumbrances (KMAAG)	0.00	4,526.13	
Reimbursements	0.00	347,253.85	
Revenue Total	3,458,431.00	2,340,009.03	68%
Expenses			
Contractual Services	2,400,000.00	2,133,148.36	89%
Commodities	350,000.00	0.00	0%
Other Expense & Reimbursements	0.00	285,358.81	
Reserve for Cash Carryover & Contingencies	675,000.00	0.00	0%
Expenses Total	3,425,000.00	2,418,507.17	71%
REVENUE TOTALS	3,458,431.00	2,340,009.03	68%
EXPENSE TOTALS	3,425,000.00	2,418,507.17	71%
– Fund 006-Special Bridge Totals	33,431.00	(78,498.14)	
	Beginning Fund Balance:	3,952,204.32	
	Ending Fund Balance:	3,873,706.18	

und	Amended Budget	Amt Received / Expended	/ Rec'd % Used
007 Road & Bridge Fund	Amended budget	Expended	0360
Revenue			
Taxes	4,428,033.00	4,449,417.72	100%
Reimbursements	0.00	47,829.59	
Other	1,427,625.00	1,557,554.30	109%
Cash Balance Forward (Budgeted Resource)	1,013,461.00	0.00	0%
Revenue Total	6,869,119.00	6,054,801.61	88%
Expenses			
Personnel Services	2,251,809.00	2,060,773.38	92%
Contractual Services	311,550.00	210,227.67	67%
Commodities	3,339,000.00	3,143,796.29	94%
Capital Improvement & Outlay	550,000.00	338,906.76	62%
Other Expense & Reimbursements	0.00	0.00	
Transfers Out to Other Funds	300,000.00	0.00	0%
Reserve for Cash Carryover & Contingencies	1,713.00	0.00	0%
Expenses Total	6,754,072.00	5,753,704.10	85%
REVENUE TOTALS	6,869,119.00	6,054,801.61	88%
EXPENSE TOTALS	6,754,072.00	5,753,704.10	85%
Fund 007-Road & Bridge Totals	115,047.00	301,097.51	
	Beginning Fund Balance:	1,607,443.99	
	-		

Ending Fund Balance: 1,908,541.50

		Amt Received /	% Rec'd /
Fund	Amended Budget	Expended	Used
008 Solid Waste Fund			
Revenue			
Licenses, Permits, and Fees	5,090,000.00	5,606,543.84	110%
Reimbursements	20,000.00	116,265.47	581%
Other	5,000.00	17,015.23	340%
Cash Balance Forward (Budgeted Resource)	5,957,832.00	0.00	0%
Revenue Total	11,072,832.00	5,739,824.54	52%
Expenses			
Personnel Services	1,623,020.00	1,337,516.44	82%
Contractual Services	1,199,450.00	1,004,911.45	84%
Commodities	574,500.00	509,548.69	89%
Capital Improvement & Outlay	2,810,000.00	2,648,162.02	94%
Other Expense & Reimbursements	0.00	0.00	
Transfers Out to Other Funds	651,950.00	251,950.00	39%
Reserve for Cash Carryover & Contingencies	4,213,912.00	0.00	0%
Expenses Total	11,072,832.00	5,752,088.60	52%
REVENUE TOTALS	11,072,832.00	5,739,824.54	52%
EXPENSE TOTALS	11,072,832.00	5,752,088.60	52%
Fund 008-Solid Waste Totals	0.00	(12,264.06)	
E	Beginning Fund Balance:	7,217,794.01	

Beginning Fund Balance:7,217,794.01Ending Fund Balance:7,205,529.95

		Amt Received /	% Rec'd /
Fund	Amended Budget	Expended	Used
009 Youth Services Fund			
Revenue			
Reimbursements	1,302,220.00	1,405,024.22	108%
Grant Revenues	0.00	43,484.94	
Transfers In from Other Funds	649,315.00	475,000.00	73%
Cash Balance Forward (Budgeted Resource)	243,490.00	0.00	0%
Revenue Total	2,195,025.00	1,923,509.16	88%
Expenses			
Personnel Services	1,698,666.00	1,641,016.94	97%
Contractual Services	107,175.00	86,856.26	81%
Commodities	56,300.00	33,836.54	60%
Capital Improvement & Outlay	20,000.00	19,380.31	97%
Other Expense & Reimbursements	126,082.00	130,576.96	104%
Reserve for Cash Carryover & Contingencies	186,802.00	0.00	0%
Expenses Total	2,195,025.00	1,911,667.01	87%
REVENUE TOTALS	2,195,025.00	1,923,509.16	88%
EXPENSE TOTALS	2,195,025.00	1,911,667.01	87%
Fund 009-Youth Services Totals	0.00	11,842.15	
Ве	eginning Fund Balance:	875,998.14	
	Ending Fund Balance:	887,840.29	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
013 Solid Waste Post-Closure Fund	Amenaeu Buuget	Expended	0304
Revenue			
Transfers In from Other Funds	400,000.00	0.00	0%
Cash Balance Forward (Budgeted Resource)	5,662,037.00	0.00	0%
Revenue Total	6,062,037.00	0.00	0%
Expenses			
Contractual Services	355,000.00	194,278.56	55%
Capital Improvement & Outlay	5,707,037.00	0.00	0%
Expenses Total	6,062,037.00	194,278.56	3%
REVENUE TOTALS	6,062,037.00	0.00	0%
EXPENSE TOTALS	6,062,037.00	194,278.56	3%
Fund 013-Solid Waste Post-Closure Totals	0.00	(194,278.56)	
	Beginning Fund Balance:	6,498,694.76	
	Ending Fund Balance:	6,304,416.20	

		Amt Received /	% Rec'd /
Fund	Amended Budget	Expended	Used
015 Employee Benefits Fund			
Revenue			
Taxes	6,893,260.00	6,922,082.15	100%
Reimbursements	1,350,000.00	1,349,354.67	100%
Cash Balance Forward (Budgeted Resource)	2,986,116.00	0.00	0%
Revenue Total	11,229,376.00	8,271,436.82	74%
Expenses			
Personnel Services	4,086,532.00	3,911,342.68	96%
Contractual Services	5,000.00	5,725.00	115%
Capital Improvement & Outlay	100,000.00	0.00	0%
Other Expense & Reimbursements	4,000.00	16,061.03	402%
Transfers Out to Other Funds	5,050,904.00	4,393,477.50	87%
Reserve for Cash Carryover & Contingencies	1,800,000.00	0.00	0%
Expenses Total	11,046,436.00	8,326,606.21	75%
REVENUE TOTALS	11,229,376.00	8,271,436.82	74%
EXPENSE TOTALS	11,046,436.00	8,326,606.21	75%
Fund 015-Employee Benefits Totals	182,940.00	(55,169.39)	
E	Beginning Fund Balance:	5,042,345.42	
	Ending Fund Balance:	4,987,176.03	

und	Amended Budget	Amt Received / Expended	/ Rec'd % Used
017 TECH Center Fund		••••••	
Revenue			
Taxes	504,651.00	506,689.51	100%
Cash Balance Forward (Budgeted Resource)	18,648.00	0.00	0%
Revenue Total	523,299.00	506,689.51	97%
Expenses			
Contractual Services	510,000.00	510,000.00	100%
Expenses Total	510,000.00	510,000.00	100%
REVENUE TOTALS	523,299.00	506,689.51	97%
EXPENSE TOTALS	510,000.00	510,000.00	100%
Fund 017-TECH Center Totals	13,299.00	(3,310.49)	
В	eginning Fund Balance:	28,285.66	
	Ending Fund Balance:	24,975.17	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
018 Mental Health Fund			
Revenue			
Taxes	448,697.00	450,282.15	100%
Cash Balance Forward (Budgeted Resource)	15,148.00	0.00	0%
Revenue Total	463,845.00	450,282.15	97%
Expenses			
Contractual Services	452,025.00	452,025.00	100%
Expenses Total	452,025.00	452,025.00	100%
REVENUE TOTALS	463,845.00	450,282.15	97%
EXPENSE TOTALS	452,025.00	452,025.00	100%
Fund 018-Mental Health Totals	11,820.00	(1,742.85)	
	Beginning Fund Balance:	22,327.06	
	Ending Fund Balance:	20,584.21	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
029 Special Parks & Recreation Fund	Amenaca buaget	Experided	0300
Revenue			
Taxes	13,165.00	18,445.46	140%
Cash Balance Forward (Budgeted Resource)	409.00	0.00	0%
Revenue Total	13,574.00	18,445.46	136%
Expenses			
Contractual Services	13,165.00	13,165.00	100%
Reserve for Cash Carryover & Contingencies	409.00	0.00	0%
Expenses Total	13,574.00	13,165.00	97%
REVENUE TOTALS	13,574.00	18,445.46	136%
EXPENSE TOTALS	13,574.00	13,165.00	97%
Fund 029 Special Parks & Recreation Totals	0.00	5,280.46	
	Beginning Fund Balance:	8,291.42	
	Ending Fund Balance:	13,571.88	

		Amt Received /	
Fund	Amended Budget	Expended	% Rec'd Used
030 Special Alcohol & Drug Fund			
Revenue			
Taxes	13,165.00	21,418.05	163%
Cash Balance Forward (Budgeted Resource)	17,416.00	0.00	0%
Revenue Total	30,581.00	21,418.05	70%
Expenses			
Contractual Services	10,000.00	10,000.00	100%
Reserve for Cash Carryover & Contingencies	20,581.00	0.00	0%
Expenses Total	30,581.00	10,000.00	33%
REVENUE TOTALS	30,581.00	21,418.05	70%
EXPENSE TOTALS	30,581.00	10,000.00	33%
 Fund 030 Special Alcohol & Drug Totals	0.00	11,418.05	
	Beginning Fund Balance:	27,106.46	
	Ending Fund Balance:	38,524.51	

		Amt Received /	% Rec'd /
Fund	Amended Budget	Expended	Used
083 Bond & Interest Fund			
Revenue			
Taxes	1,064,489.00	1,052,817.56	99%
Other	54,845.00	54,844.67	100%
Transfers In from Other Funds	611,825.00	987,841.72	161%
Cash Balance Forward (Budgeted Resource)	143,618.00	0.00	0%
Revenue Total	1,874,777.00	2,095,503.95	112%
Expenses			
Contractual Services	1,694,463.00	1,695,362.50	100%
Reserve for Cash Carryover & Contingencies	150,000.00	0.00	0%
Expenses Total	1,844,463.00	1,695,362.50	92%
REVENUE TOTALS	1,874,777.00	2,095,503.95	112%
EXPENSE TOTALS	1,844,463.00	1,695,362.50	92%
Fund 083 Bond & Interest Totals	30,314.00	400,141.45	
	Beginning Fund Balance:	150,560.06	
	Ending Fund Balance:	550,701.51	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
085 Noxious Weed Capital Outlay Fund			
Revenue			
Transfers In from Other Funds	10,000.00	0.00	0%
Cash Balance Forward (Budgeted Resource)	98,568.00	0.00	0%
Revenue Total	108,568.00	0.00	0%
Expenses			
Capital Improvement & Outlay	108,568.00	0.00	0%
Expenses Total	108,568.00	0.00	0%
REVENUE TOTALS	108,568.00	0.00	0%
EXPENSE TOTALS	108,568.00	0.00	0%
Fund 085 Noxious Weed Capital Outlay Totals	0.00	0.00	
	Beginning Fund Balance:	89,776.58	
	Ending Fund Balance:	89,776.58	

und	Amended Budget	Amt Received / Expended	/ Rec'd % Used
086 Public Health Capital Outlay Fd		•	
Revenue			
Grant Revenues	220,000.00	46,667.00	21%
Cash Balance Forward (Budgeted Resource)	350,980.00	0.00	0%
Revenue Total	570,980.00	46,667.00	8%
Expenses			
Capital Improvement & Outlay	255,000.00	66,946.34	26%
Reserve for Cash Carryover & Contingencies	315,980.00	0.00	0%
Expenses Total	570,980.00	66,946.34	12%
REVENUE TOTALS	570,980.00	46,667.00	8%
EXPENSE TOTALS	570,980.00	66,946.34	12%
– Fund 086 Public Health Capital Outlay Totals	0.00	(20,279.34)	
	Beginning Fund Balance:	433,479.84	
	Ending Fund Balance:	413,200.50	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
087 Historical Museum Fund			
Revenue			
Taxes	184,312.00	184,757.86	100%
Cash Balance Forward (Budgeted Resource)	5,551.00	0.00	0%
Revenue Total	189,863.00	184,757.86	97%
Expenses			
Contractual Services	185,000.00	185,000.00	100%
Expenses Total	185,000.00	185,000.00	100%
REVENUE TOTALS	189,863.00	184,757.86	97%
EXPENSE TOTALS	185,000.00	185,000.00	100%
Fund 087 Historical Museum Totals	4,863.00	(242.14)	
	Beginning Fund Balance:	8,871.93	
	Ending Fund Balance:	8,629.79	

		Amt Received /	% Rec'd /
Fund	Amended Budget	Expended	Used
093 Special Equipment Fund			
Revenue			
Taxes	367,414.00	365,010.40	99%
Reimbursements	130,288.00	136,803.03	105%
Other	0.00	1,118.27	
Cash Balance Forward (Budgeted Resource)	45,017.00	0.00	0%
Revenue Total	542,719.00	502,931.70	93%
Expenses			
Contractual Services	0.00	116,535.70	
Capital Improvement & Outlay	432,580.00	220,705.69	51%
Transfers Out to Other Funds	0.00	0.00	
Reserve for Cash Carryover & Contingencies	100,000.00	0.00	0%
Expenses Total	532,580.00	337,241.39	63%
REVENUE TOTALS	542,719.00	502,931.70	93%
EXPENSE TOTALS	532,580.00	337,241.39	63%
Fund 093 Special Equipment Fund Totals	10,139.00	165,690.31	
Be	eginning Fund Balance:	188,808.27	
	Ending Fund Balance:	354,498.58	

und	Amended Budget	Amt Received / Expended	% Rec'd / Used
094 Special Road Fund	Amenaeu Duuget	Expended	030
Revenue			
Taxes	158,594.00	171,155.46	1089
Grant Revenues	0.00	0.00	
Cash Balance Forward (Budgeted Resource)	612,530.00	0.00	09
Revenue Total	771,124.00	171,155.46	22
Expenses			
Contractual Services	0.00	286,762.32	
Commodities	0.00	48,542.24	
Capital Improvement & Outlay	755,000.00	0.00	0
Reserve for Cash Carryover & Contingencies	13,500.00	0.00	0
Expenses Total	768,500.00	335,304.56	44
REVENUE TOTALS	771,124.00	171,155.46	22
EXPENSE TOTALS	768,500.00	335,304.56	44
Fund 094 Special Road Fund Totals	2,624.00	(164,149.10)	
Ве	ginning Fund Balance:	1,378,894.67	
	Ending Fund Balance:	1,214,745.57	

		Amt Received /	% Rec'd /
Fund	Amended Budget	Expended	Used
098 CIP Fund			
Revenue			
Taxes	601,331.00	606,388.95	101%
Reimbursements	0.00	9,691.36	
Cash Balance Forward (Budgeted Resource)	310,478.00	0.00	0%
Revenue Total	911,809.00	616,080.31	68%
Expenses			
Capital Improvement & Outlay	436,125.00	118,123.29	27%
Transfers Out to Other Funds	359,875.00	359,875.00	100%
Reserve for Cash Carryover & Contingencies	100,000.00	0.00	0%
Expenses Total	896,000.00	477,998.29	53%
REVENUE TOTALS	911,809.00	616,080.31	68%
EXPENSE TOTALS	896,000.00	477,998.29	53%
Fund 098 CIP Totals	15,809.00	138,082.02	
Be	eginning Fund Balance:	502,097.87	
	Ending Fund Balance:	640,179.89	

und	Amended Budget	Amt Received / Expended	/ Rec'd % Used
180 Internal Services Fund		••••••	
Revenue			
Reimbursements	678,000.00	640,257.55	94%
Cash Balance Forward (Budgeted Resource)	79,822.00	0.00	0%
Revenue Total	757,822.00	640,257.55	84%
Expenses			
Commodities	678,000.00	647,416.28	95%
Reserve for Cash Carryover & Contingencies	79,822.00	0.00	0%
Expenses Total	757,822.00	647,416.28	85%
REVENUE TOTALS	757,822.00	640,257.55	84%
EXPENSE TOTALS	757,822.00	647,416.28	85%
Fund 180 Internal Services Totals	0.00	(7,158.73)	
	Beginning Fund Balance:	114,909.27	
	Ending Fund Balance:	107,750.54	