



REGULAR SESSION

County Commission

Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

A G E N D A

**Reno County Courthouse Veterans Room
206 W. 1st Avenue
Hutchinson, KS 67501
Wednesday, July 12, 2023, 9:00 AM**

1. **Call to Order**
2. **Pledge of Allegiance to the American Flag and Prayer**
3. **Welcome and Announcements by Commission Chair**
 - 3.A Reno County 4-H Ambassadors invitation to the Reno County Fair with events beginning July 15th and continuing through July 24th.
4. **Public Comment on Items not on the Agenda**

Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.
5. **Determine Additions or Revisions to the Agenda**
6. **Consent Agenda**
 - 6.A Vouchers (bills or payments owed by the county or related taxing units).
 - 6.B Agreement between the Kansas Department of Transportation and Reno County. This County Special Maintenance Agreement ("Agreement") upon completion of tied projects KA 1007-02 and KA 1007-03. The anticipated completion date of these projects is June 16, 2023. The Secretary will provide the County with written notice of the Transfer Date through the issuance of D.O.T. Form No. 375 "Transferring Route Maintenance" fourteen (14) days in advance of the Transfer Date.
 - 6.C Planning Case #2023-03 - A resolution approving a request for a conditional use permit for Lawrence Street Properties, LLC (Mark & Kendra Horst) to establish a warehouse/office land use on a parcel of land located at the southwest corner of Switzer Road and S. Halstead Street.
 - 6.D Declare Public Works' 2008 Ford F650 2T Truck and Autocrane VIN#3FRWF65F78V688349 with 339,615 miles as of July 3, 2023, as surplus to be auctioned on Purple Wave and authorize County Administrator Randy Partington to sign the title once the truck is sold.
7. **Executive Session**
 - 7.A Executive Session for privileged legal matters (30 minutes)
8. **Business Items**

Randy Parks
District 1

Ron Hirst
District 2

Daniel P. Friesen
District 3

John Whitesel
District 4

Don Bogner
District 5

- 8.A FY 2024 Funding for the Reno County Conservation District, community and economic impact
- 8.B Reno County Special Districts Budget
- 8.C Presentation of [2022 Audit Report](#)
- 8.D Approval of Resolution No. 2023-15, authorizing the issuance of general obligation bonds for the payment of a land purchase in HABIT for a joint sewer project and approval of Resolution No. 2023-16, authorizing and directing the issuance, sale and delivery of taxable general obligation temporary notes.
- 8.E Sign the RNR Intent to Not Exceed RNR; and set a budget hearing date of August 9, 2023 for the FY24 Reno County Budget.

9. County Administrator Report

- 9.A Monthly Department Reports

10. County Commission Report/Comments

11. Adjournment



AGENDA ITEM

AGENDA ITEM #3.A

AGENDA DATE: July 12, 2023

PRESENTED BY: Ambassadors Noah Miller and Brayden Blubaugh; and Advisors Karolyn Kellogg Howey and Meghan Miller

AGENDA TOPIC:

Reno County 4-H Ambassadors invitation to the Reno County Fair with events beginning July 15th and continuing through July 24th.

SUMMARY & BACKGROUND OF TOPIC:

The Dog Show will be held on July 15th, Cowboy Church and Horse Show on July 16th, the Fashion Review on July 18th, and the remainder of the



AGENDA ITEM

AGENDA ITEM #6.B

AGENDA DATE: July 12, 2023

PRESENTED BY: Don Brittain, Director of Public Works

AGENDA TOPIC:

Agreement between the Kansas Department of Transportation and Reno County. This County Special Maintenance Agreement ("Agreement") upon completion of tied projects KA 1007-02 and KA 1007-03. The anticipated completion date of these projects is June 16, 2023. The Secretary will provide the County with written notice of the Transfer Date through the issuance of D.O.T. Form No. 375 "Transferring Route Maintenance" fourteen (14) days in advance of the Transfer Date.

SUMMARY & BACKGROUND OF TOPIC:

This Agreement is related to Agreement No. 217-20 State Route Transfer (Turnback). As allowed under K.S.A. 68-169, as amended, KDOT and the County hereby set forth the maintenance responsibilities of each governmental entity in areas where the right of way of a state highway intersects with a Local County Road within the County. The topography or geophysical conditions and the type of maintenance activity being performed may require that the Line of Maintenance vary for specific maintenance activities such as mowing, snow removal, cleaning drainage structures and other maintenance functions.

ALL OPTIONS:

Approve and sign.

Return to Staff for revision

RECOMMENDATION / REQUEST:

Approve and sign as recommended by the Public Works Director.

POLICY / FISCAL IMPACT:

None

**COUNTY SPECIAL MAINTENANCE AGREEMENT
RENO COUNTY**

THIS AGREEMENT is between the Secretary of Transportation for the State of Kansas, Kansas Department of Transportation (KDOT) (the “Secretary”) and Reno County, Kansas (“County”), collectively referred to as the “Parties”.

RECITALS:

- A. KDOT enters into County Special Maintenance Agreements with counties when it is in the best interest of the county and KDOT to do so.
- B. County Special Maintenance Agreements are designed to set out the maintenance responsibility of each governmental entity in areas where the right of way of a state highway intersects with a Local County Road within a county.
- C. County Special Maintenance Agreements are not intended to interact with, replace, or otherwise effect City Connecting Link Resolutions, City Connecting Link Agreements, or other Agreements with the County made in the past unless otherwise specified.

NOW, THEREFORE, the Parties agree as follows:

EFFECTIVE DATE: The Parties shall be mutually obligated to perform in accordance with this County Special Maintenance Agreement (“Agreement”) upon completion of tied projects KA 1007-02 and KA 1007-03. The anticipated completion date of these projects is June 16, 2023. The Secretary will provide the County with written notice of the Transfer Date through the issuance of D.O.T. Form No. 375 “Transferring Route Maintenance” fourteen (14) days in advance of the Transfer Date.

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

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the parties
- 2. **“County”** means Reno County, Kansas with its principal place of business located at 206 W. 1st Avenue, Hutchinson, Kansas 67501.
- 3. **“Effective Date”** means the date that the Parties shall be mutually obligated to perform in accordance with this Agreement after the completion of tied project KA-1007-02 and KA-1007-03. The anticipated date of completion for these projects is June 16, 2023.

4. **“KDOT”** The Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603.
5. **“Grade Separation”** means the crossing of a State Highway and Local County Road or Local Township Road at different levels with no access between the two.
6. **“Inside the Line of Maintenance”** means the area on the side of the Line of Maintenance, which is adjacent to the State Highway, and maintained by KDOT.
7. **“Interchange”** means a system of interconnecting roadways in conjunction with one or more grade separations, providing for the movement of traffic between two or more roadways on different levels.
8. **“Intersection”** means the at-grade crossing or joining of a State Highway and Local County or Local Township Road.
9. **“Line of Maintenance”** means a line used solely to delineate the boundary of maintenance responsibilities for the County and KDOT as depicted on the generic and specific attachments. The topography or geophysical conditions and the type of maintenance activity being performed may require that the Line of Maintenance vary for specific maintenance activities such as mowing, snow removal, cleaning drainage structures and other maintenance functions.
10. **“Local County Roads”** means all highways or roads outside the limits of an incorporated city with a population over 5,000 except for State Highways, including all rights of way thereof over which the County has jurisdiction or the County maintains pursuant to any County maintenance policy and or procedure.
11. **“Local Township Roads”** means all township-maintained road and culverts.
12. **“Maintenance”** means the preservation and upkeep of a highway or road, including all of its elements, in as nearly as reasonable to its as built condition or its subsequently improved condition, this can include snow and ice event related maintenance such as plowing.
13. **“Outside the Line of Maintenance”** means the area on the side of the Line of Maintenance which is away from the State Highway and maintained by the County or Township.
14. **“Parties”** The Secretary of Transportation and KDOT, individually and collectively, and the County.
15. **“Right(s) of Way”** means any property interest, including surface, overhead, or underground interests, granted or prescribed by deed, easement, plat, or other dedication, for construction and maintenance of an existing highway or roadway, including any and all allowed and incidental uses.

16. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.
17. **“Transfer Date”** means the effective date of the transfer of all ownership jurisdiction and maintenance responsibilities of the routes subject to this agreement from the Secretary to the County, as designated by the Secretary.
18. **“State Highway”** means a highway or road currently or subsequently designated by the Secretary as a State Highway, including all rights of way thereof. A highway or road will not be considered a State Highway if it has been removed by resolution from the State Highway System.

TERMS OF AGREEMENT: As allowed under K.S.A. 68-169, as amended, KDOT and the County hereby set forth the maintenance responsibilities of each governmental entity in areas where the right of way of a state highway intersects with a Local County Road within the County.

The COUNTY agrees:

Except for those items specifically noted as part of KDOT’s maintenance responsibility, or those items addressed by attachments to this Agreement, to maintain the following:

1. At intersections, to maintain all parts of the Local County Roads as they currently exist or are modified outside the Line of Maintenance to the Counties current road standards. In addition, the County will maintain all traffic control pertaining to the Local County Road within the Line of Maintenance, except that which KDOT specifically agrees to maintain in this Agreement or written amendments to this Agreement.
2. At grade separation structures, to maintain all parts of the Local County Roads as they currently exist or are modified outside the Line of Maintenance to the Counties current road standard. In addition, the County will maintain all traffic control on the Local County Road within the Line of Maintenance, except that which KDOT specifically agrees to maintain in this Agreement or written amendments to this Agreement. In addition, the County will perform snow and ice control on the Local County Road inside the Line of Maintenance, except if noted differently on an attachment. In addition, the County will inform KDOT in a timely manner of known major maintenance needed inside the Line of Maintenance. (See Attachments.)
3. At interchanges, to maintain all parts of the Local County Roads as they currently exist or are modified outside the Line of Maintenance to the Counties current road standards. In addition, the County will inform KDOT in a timely manner of known major maintenance needed inside the Line of Maintenance. In addition, the County will maintain all traffic control on the Local County Road within the Line of Maintenance, except that which KDOT specifically agrees to maintain in this Agreement or written amendments to this Agreement. In addition, the County will perform snow and ice control on the Local County Road inside the Line of Maintenance, except if noted differently on an attachment. (See Attachments.)

4. That maintenance of guardrail is covered in the following “**KDOT agrees**” section.
5. By entering into this Agreement, KDOT specifically grants authority to the County to perform maintenance, pursuant to the terms of this Agreement, on State Highway rights of way.
6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 76-6101, *et seq.*) as applicable, the County shall defend, indemnify, hold harmless, and save the Secretary, and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County’s agents, employees, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.
7. At KDOT’s request, the County’s designated representative will meet with KDOT officials to discuss this Agreement. The County, if requested by KDOT, will act as a facilitator with townships in order to obtain KDOT – townships Agreements in the County.

KDOT agrees:

Except for those exceptions specifically noted as part of the County’s maintenance responsibility, or those exceptions specifically amended to this Agreement, to maintain the following:

1. At intersections, to maintain all parts of Local County Roads as they currently exist or are modified within the Line of Maintenance. In addition, KDOT will maintain stop and stop ahead signs, if any, on Local County Roads that control traffic entering the state highway inside of the Line of Maintenance.
2. At grade separation structures, to perform all maintenance on all parts of the Local County Road inside the Line of Maintenance and the approach embankment slopes outside the Line of Maintenance, within a reasonably timely manner after receiving notice from the County of the need for the major maintenance, or after KDOT determines the need for the major maintenance. (See Attachments.) (82nd Street)
3. At interchanges to perform major maintenance on all parts of the Local County Road inside the Line of Maintenance and the approach embankment slopes outside the Line of Maintenance. In addition, KDOT will maintain State Highway route guide signs that are located inside and outside the Line of Maintenance. (See Attachments.) (56th Road & Nickerson Road.)

4. In addition, KDOT will maintain all guardrail outside the Line of Maintenance if any portion of the guardrail begins inside the Line of Maintenance and extends outside the Line of Maintenance, as noted on the Attachments.
5. By entering into this Agreement, the County specifically grants authority to KDOT to perform maintenance, pursuant to the terms of this Agreement, on Local County Road rights of way.
6. To save the County and its authorized representatives harmless from any and all costs, liabilities, expenses, damages, suits, judgments and claims of any nature arising out of or in connection with KDOT's modification or maintenance of all parts of the Local County Roads or state highways modified or maintained by KDOT pursuant to the terms of this Agreement. KDOT and the County do not need to make any indemnity claim under this agreement until final resolution has been reached on the underlying claim.
7. At the County's request, KDOT's designated representative will meet with the County officials to discuss this Agreement.

The COUNTY and KDOT mutually agree:

1. That the County and KDOT representatives have reviewed intersections and interchanges listed on Attachments to determine the Line of Maintenance. The County and KDOT agree that the generic, specific and other attachments generally depict normal maintenance responsibilities. However, without waiving the other provisions in this Agreement, both Parties agree that each may perform some maintenance activities inside the other's area or maintenance due to the topography or geophysical condition of the land and the type of maintenance activity being performed, and that the maintenance responsibilities established by this Agreement will be controlling regardless of title ownership of rights of way.
2. That the County agrees to maintain all structures listed in Attachment II and III. KDOT will conduct an inspection and perform load ratings on all structures listed in Attachment II and III prior to turnover to the County. Such turnover to the County will be documented with a letter from KDOT. KDOT agrees to turn over to the County available documentation, such as plans, specifications, inspection reports, hydraulic check lists(s), and maintenance history. The COUNTY agrees to inspect the bridges as required by 23 CFR 650 Subpart C- National Bridge Inspection Standards (NBIS). The County agrees to provide appropriate reports to KDOT's Bureau of Local Projects no later than 180 days from the time of transfer.
3. The generic attachments to this Agreement provide guidance for interpretation and location of the Line of Maintenance. Additional Attachments showing maintenance at specific intersections, grade separation structures, interchanges, and other Local County Roads located on KDOT-owned right of way, may be included as part of this Agreement, and any such additional Attachment is incorporated into this Agreement by this reference. Specific Attachments will control over generic attachments. Unless otherwise noted in the

Attachments hereto, for intersections, grade separation structures, and interchanges not subject to specific attachments, the generic attachments will control.

4. The County will review construction or reconstruction of Local County Roads included in State Highway Project plans approved by KDOT. Construction, reconstruction or rehabilitation of Local County Roads done as part of a State Highway improvement will be coordinated with the County. After construction or reconstruction of the Local County Road as part of a State Highway project the Local County Road and State highway will be maintained in accordance with this Agreement.
5. Signs installed on future KDOT projects will be installed by KDOT and maintained as per the terms of this Agreement, unless otherwise specified in a project-specific agreement.
6. In the event any intersection, grade separation, or interchange between a State Highway and Local County Road is constructed or reconstructed after the effective date of this Agreement or in the event of any other change of circumstances, the County and KDOT agree to meet and negotiate in good faith to make appropriate amendments to this Agreement and any attachments hereto as reasonable to reflect changes in laws or circumstances.
7. This County Special Maintenance Agreement shall be binding upon the parties hereto and their successors and assigns and supersedes any previously executed County Special Maintenance Agreements covering portions of Local County Roads and state highways within the limits of this Agreement.
8. This County Special Maintenance Agreement shall not supersede any County State Agreement previously entered into with the County regarding maintenance, control, and/or ownership of Local County Roads nor shall it prevent the Parties from entering into future County-State Agreements regarding maintenance, control, and/or ownership of Local County Roads.

APPROVAL RECOMMENDED:

Don Brittain
County Official

Reno County Public Works Director
Title

KDOT District 5 Engineer

ACCEPTED OR ADOPTED BY:

Board of Reno County Commissioners

Secretary of Transportation
Kansas Department of Transportation

Chairperson (Date)

BY: _____
Clay Adams, P.E.,
Director, Division of Operations

(SEAL)

ATTEST:

County Clerk

INDEX OF ATTACHMENTS:

1. Attachment 1: Resolution of State Highway Adoption
2. Attachment 2: Maintenance Zone Designations
3. Attachment 3: List of Structures
4. Special Attachment 1 No. 1, Contractual Provisions Attachment, Form DA-146a

ATTACHMENT 1

PAGE _____ OF _____

Pursuant to K.S.A. 68-406, the SECRETARY has designated, adopted, and established the following as State Highways within Reno County, Kansas. Such list is considered amended upon the completion of a resolution adopted by the SECRETARY removing or adding a roadway to the State Highway System, whether or not such resolution is noted in this County Special Maintenance Agreement.

<u>State Highway Route Number</u>	<u>Description (Beginning and Ending)</u>
<u> K-14/K-96 _____</u>	From 4.45 miles Southeast of Nickerson, North & West to the Reno / Rice County Line. _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name

Date

Attachment 2

INDEX OF VOLUMES

- VOLUME 1 - ROADWAY & DRAINAGE
 - VOLUME 2 - BRIDGES
 - VOLUME 3 - FENCING, EROSION CONTROL, SEEDING, LIGHTING
SIGNING, PAVEMENT MARKING, CONSTRUCTION
SEQUENCE & TRAFFIC CONTROL
 - VOLUME 4 - CROSS SECTIONS
 - VOLUME 5 - FUTURE INTERCHANGES
- SEE SHEET NO. 290 FOR INDEX SHEET

STATE OF KANSAS
DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY

FEDERAL AID PROJECT
RENO COUNTY

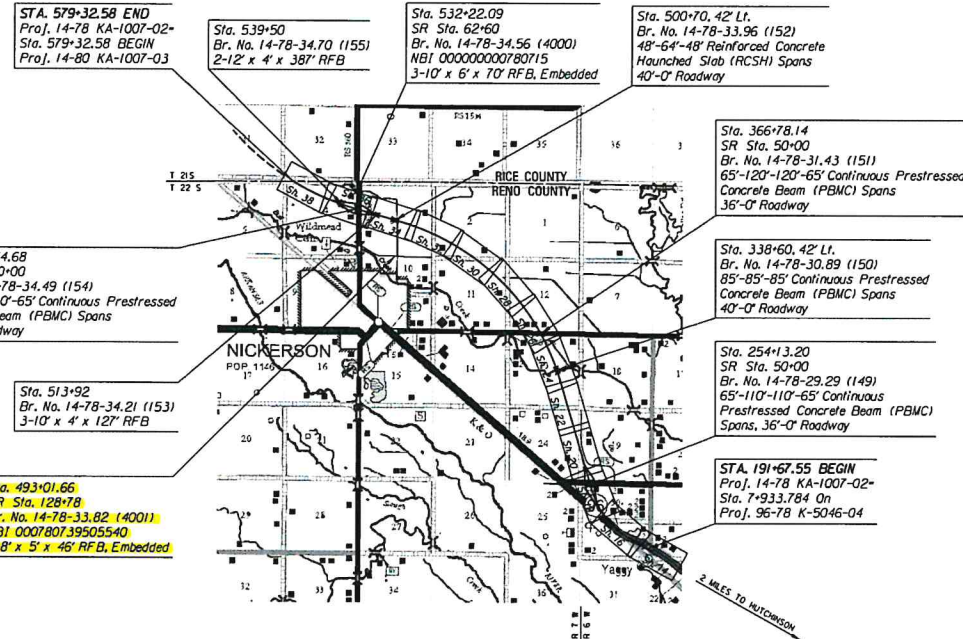
K-14

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	289	827

PROJ. NO. 14-78 KA-1007-02
FED. NO. NHPP-A100(702)

GRADING & SURFACING (ASPHALT)
BRIDGES
FENCING
SEEDING
LIGHTING
SIGNING
PAVEMENT MARKING

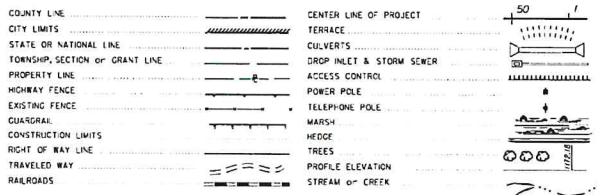
Scale: 1" = 4,000'



DESIGN DESIGNATION

- AADT (2016) = 5700
- AADT (2036) = 8700
- DHV = 10%
- D = 60%
- T = 12%
- V = 75 mph
- C of A = Full
- Clear Zone = 34'

CONVENTIONAL SIGNS



GROSS LENGTH OF PROJECT 38,765.03 FT. (Includes Easements)

EXCEPTIONS 0 FT.

NET LENGTH OF PROJECT 38,765.03 FT. 7.34 MILES
NET LENGTH OF BRIDGES 420.50 FT. 0.080 MILES
NET LENGTH OF ROAD 38,344.53 FT. 7.26 MILES

TRAFFIC TO BE CARRIED THRU
CONSTRUCTION ON EXISTING
HIGHWAY AND SHOOLLY DETOUR.
FOR CONSTRUCTION SEQUENCE
SEE SH. NO. 445

PLANS PREPARED BY :



Approved _____ Date _____

State Transportation Engineer

By: _____

Chief, Bureau of Design

KANSAS DEPARTMENT OF TRANSPORTATION

Attachment I

DATE	BY
2021	W. J. [unclear] - [unclear]
	CADD TECHNICIAN
	DESIGNERS
	SUBMITTAL

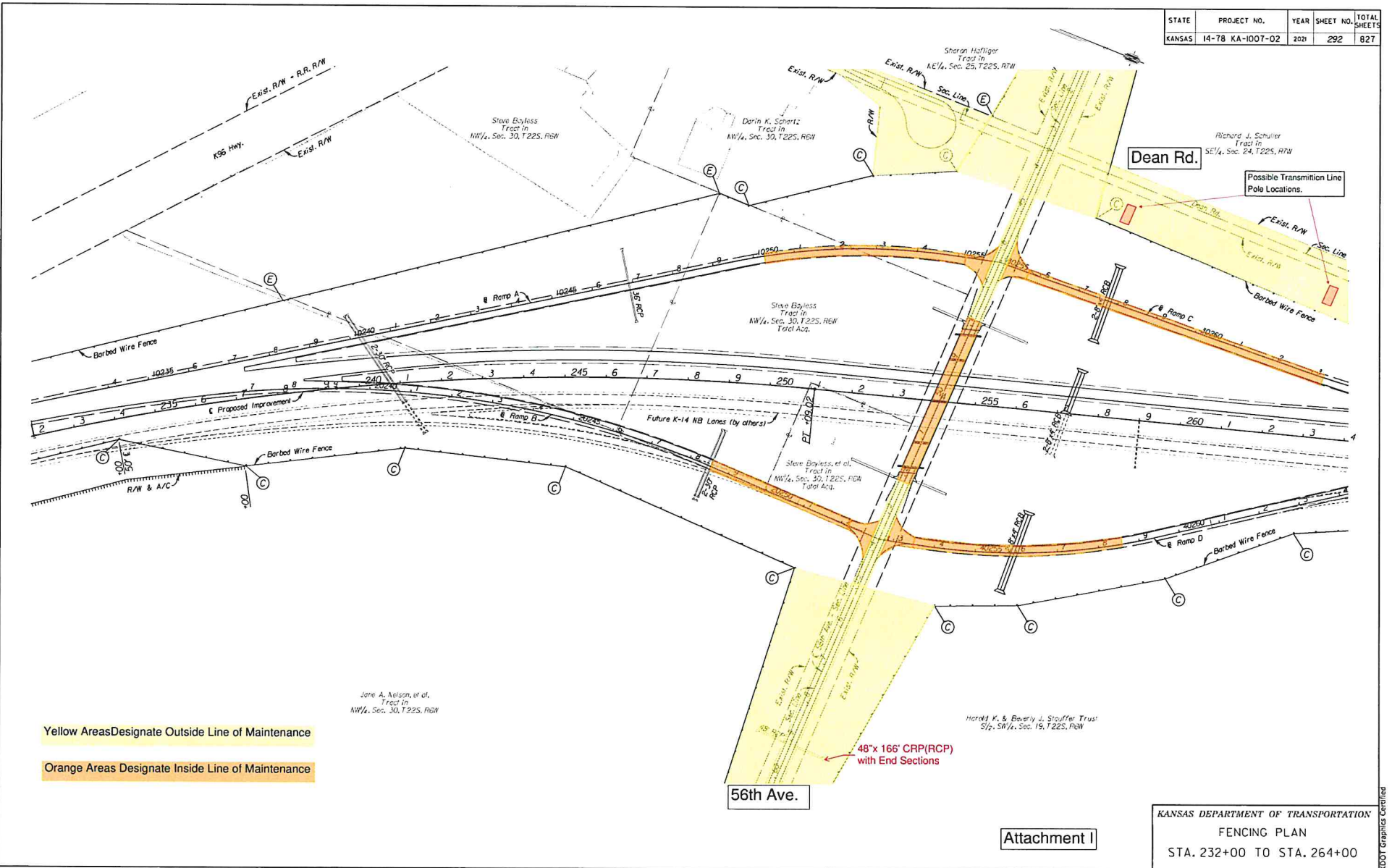
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Plotted: 11/02/2020

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	292	827

DATE	BY
2-13	D. Williams
2-13	A. Conliffe

REFERENCES WOLD
 REFERENCES CHECKED
 M. W. Williams
 A. Conliffe

Date: 10/21/2020
 File: T:\35788A-K14\Cadd\Sheets\Roadway\Fencing\Ka100702\Fc02.dgn



Yellow Areas Designate Outside Line of Maintenance
 Orange Areas Designate Inside Line of Maintenance

56th Ave.

Dean Rd.

Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
 FENCING PLAN
 STA. 232+00 TO STA. 264+00

KDOT Graphics Certified

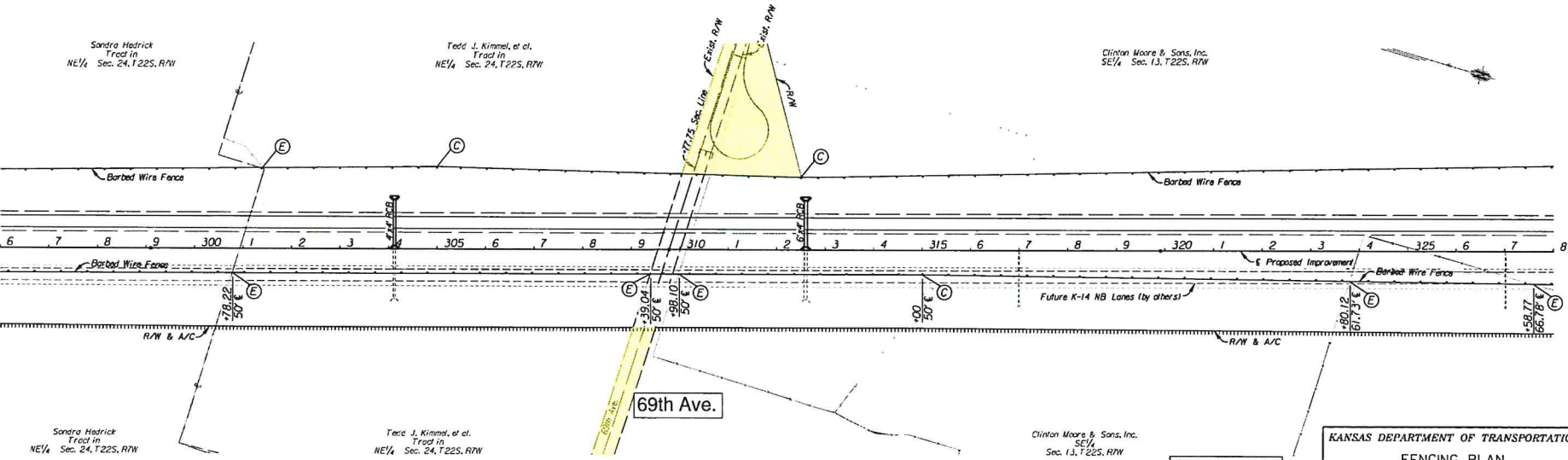
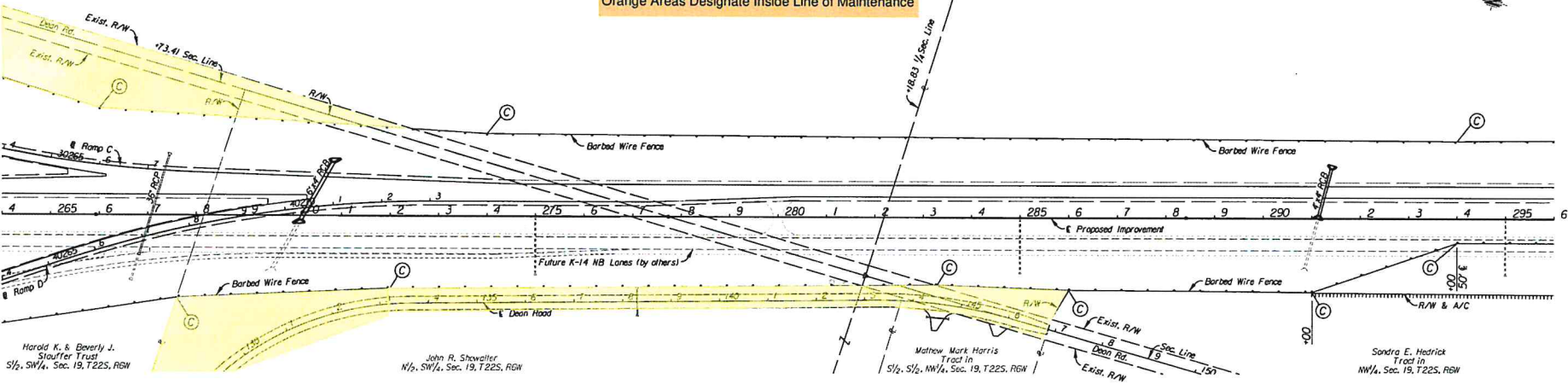
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	202	29J	827

Yellow Areas Designate Outside Line of Maintenance

Orange Areas Designate Inside Line of Maintenance

Richard J. Schuller
Tract in
SE 1/4 Sec. 24, T22S, R7W

Sandra Hedrick
Tract in
NE 1/4 Sec. 24, T22S, R7W



DATE	BY
2-13	D. Williams
2-13	A. Conner

REFERENCES NOTED
M. Winkelman

Plotted: 10/17/2020
File: T:\S7884-K14\Cadd\Sheet\Fencing\100702rnc03.dgn

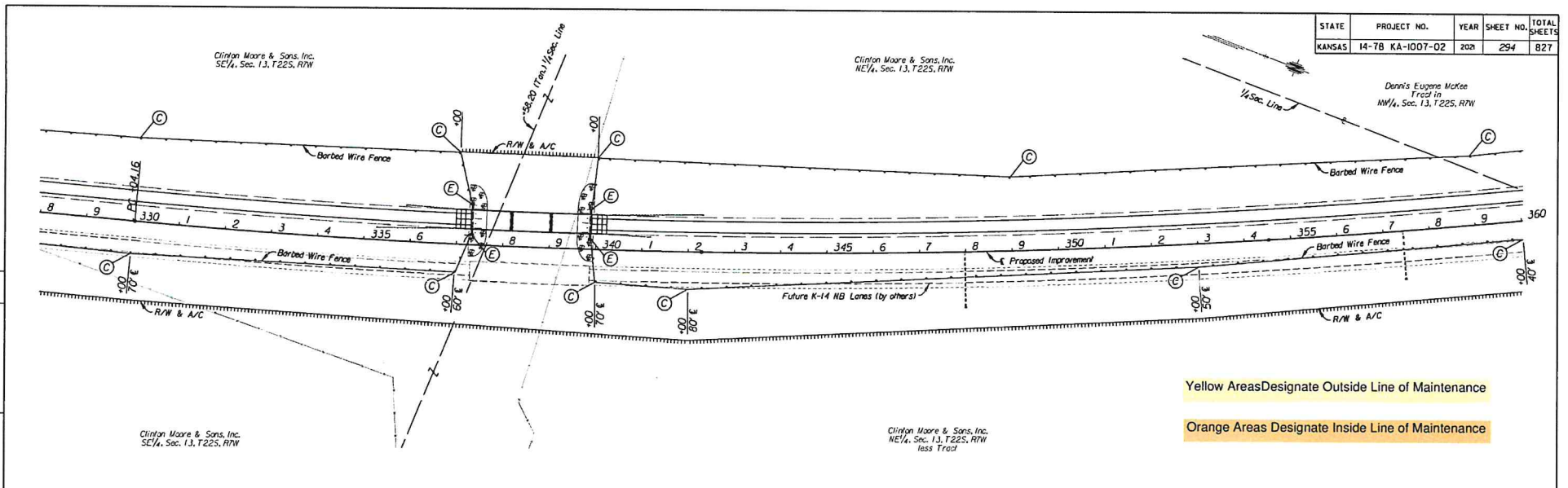
Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
FENCING PLAN
STA. 264+00 TO STA. 328+00

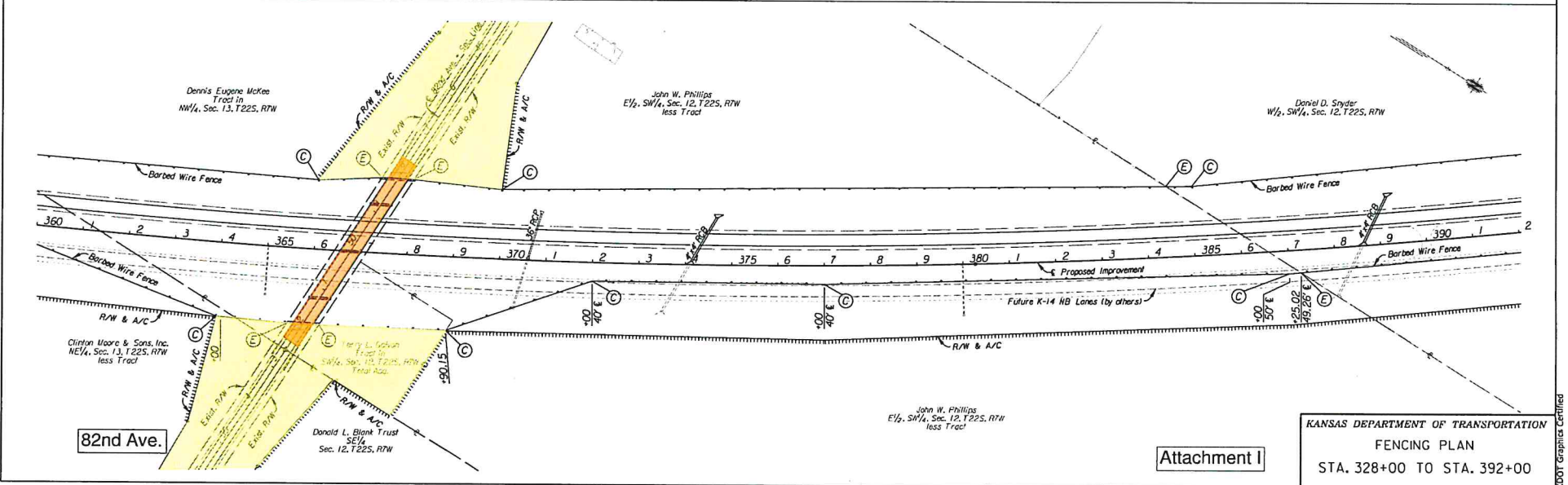
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KANSAS	14-7B KA-1007-02	2021	294	827

DATE	BY
2-11	
2-13	

REFERENCES NOTED: D. Williams
REFERENCES CHECKED: M. Wainwright - A. Coulter



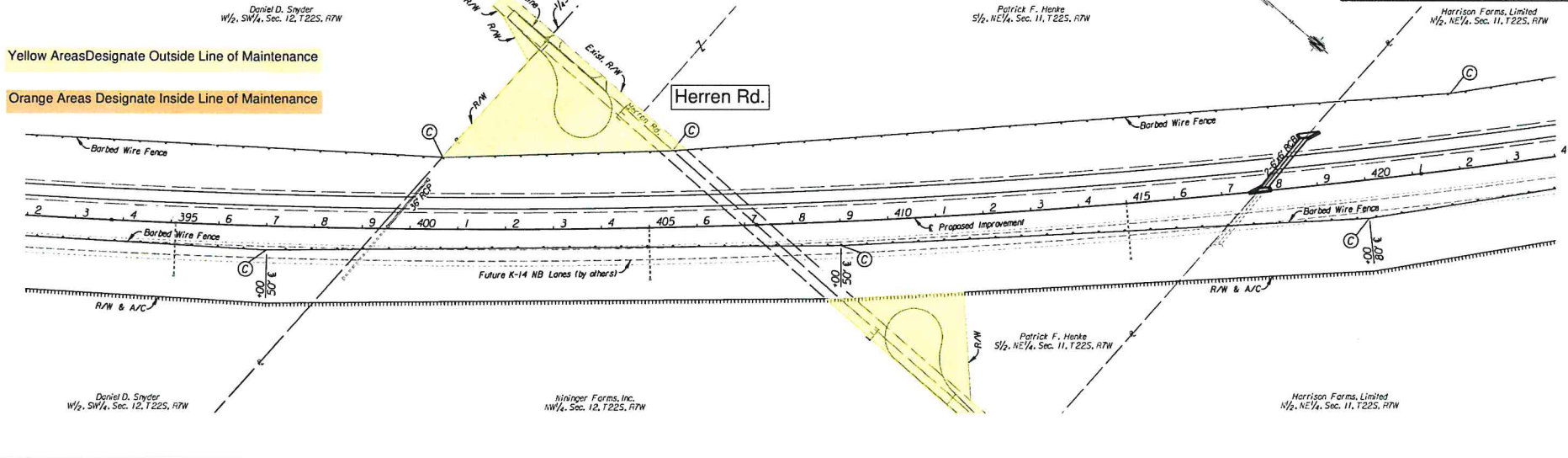
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Attachment I

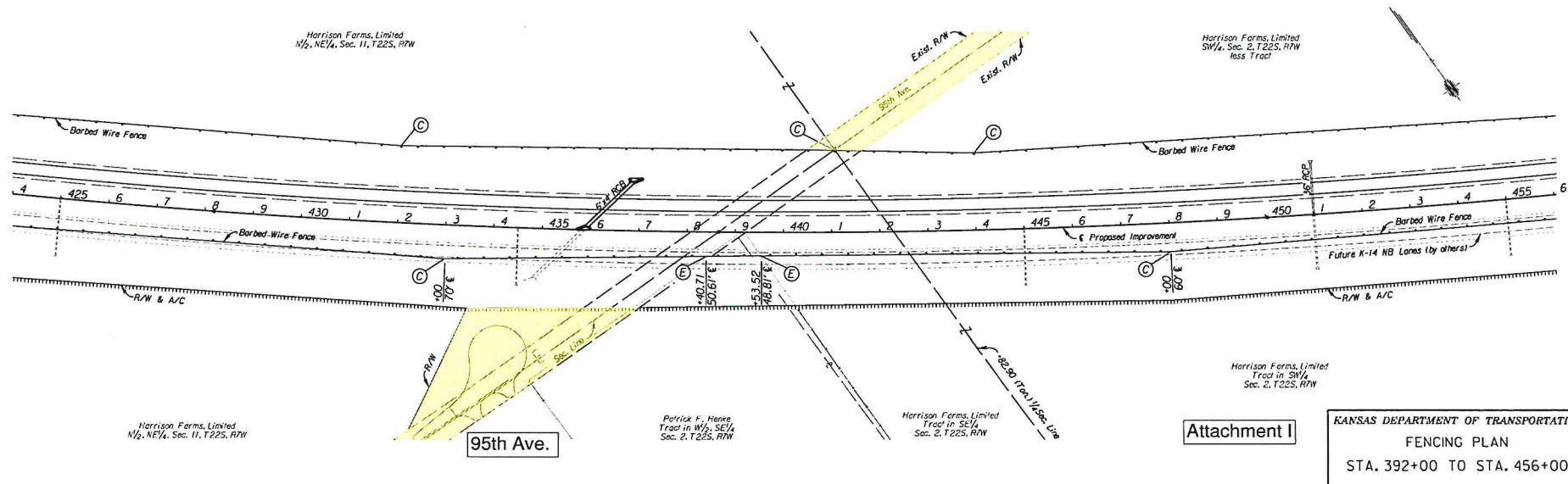
KANSAS DEPARTMENT OF TRANSPORTATION
FENCING PLAN
STA. 328+00 TO STA. 392+00

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2020	295	827



DATE	BY
2-11	D. Williams
2-11	M. Williamson - A. Cozart

REFERENCES: METO
REFERENCES CHECKED

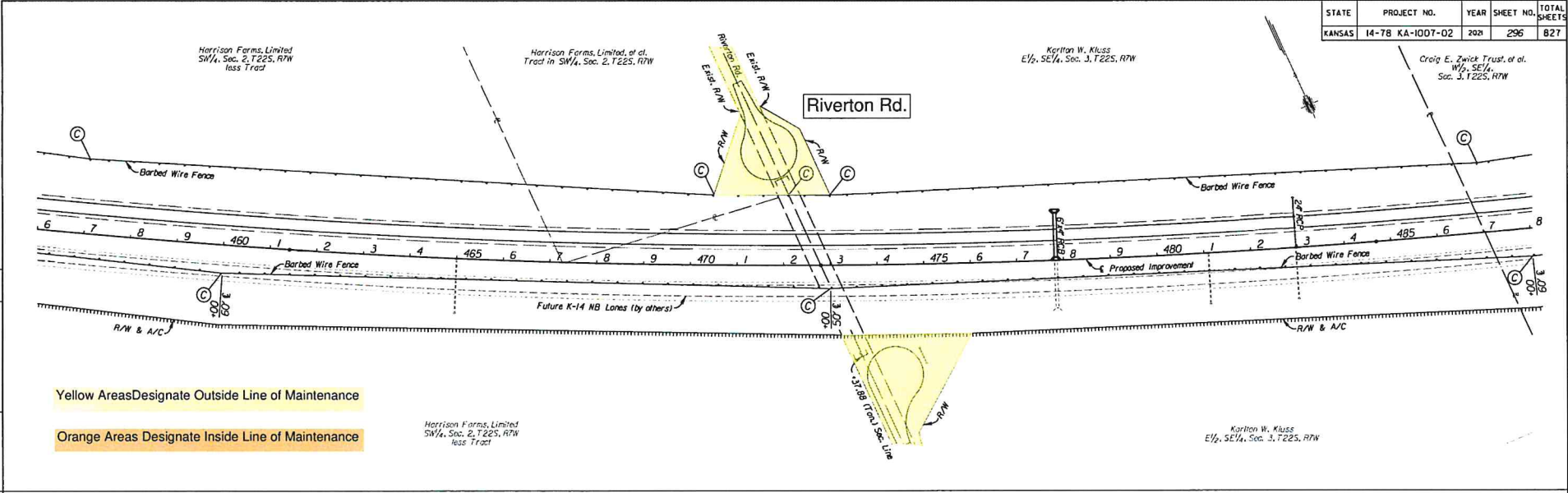


Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
FENCING PLAN
STA. 392+00 TO STA. 456+00

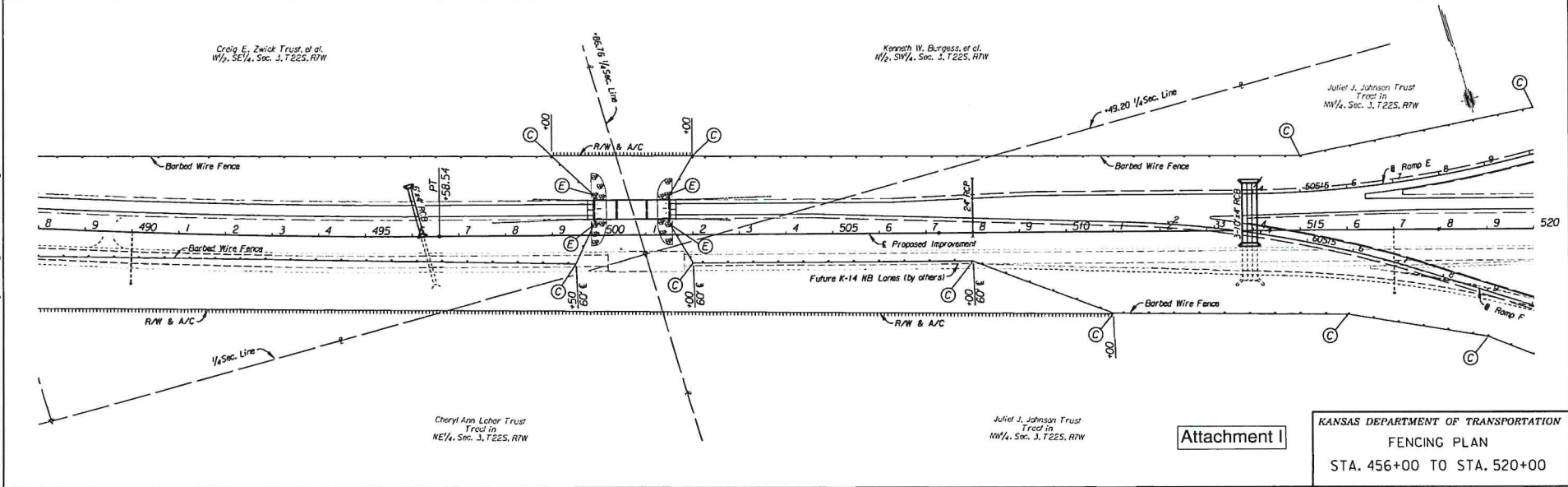
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STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-D2	2021	296	827



DATE	BY
2-13	D. Williams
2-13	M. Winkelman - A. Conroy

REFERENCES NOTED
REFERENCES CHECKED



Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
FENCING PLAN
STA. 456+00 TO STA. 520+00

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KDOT Graphics Certified

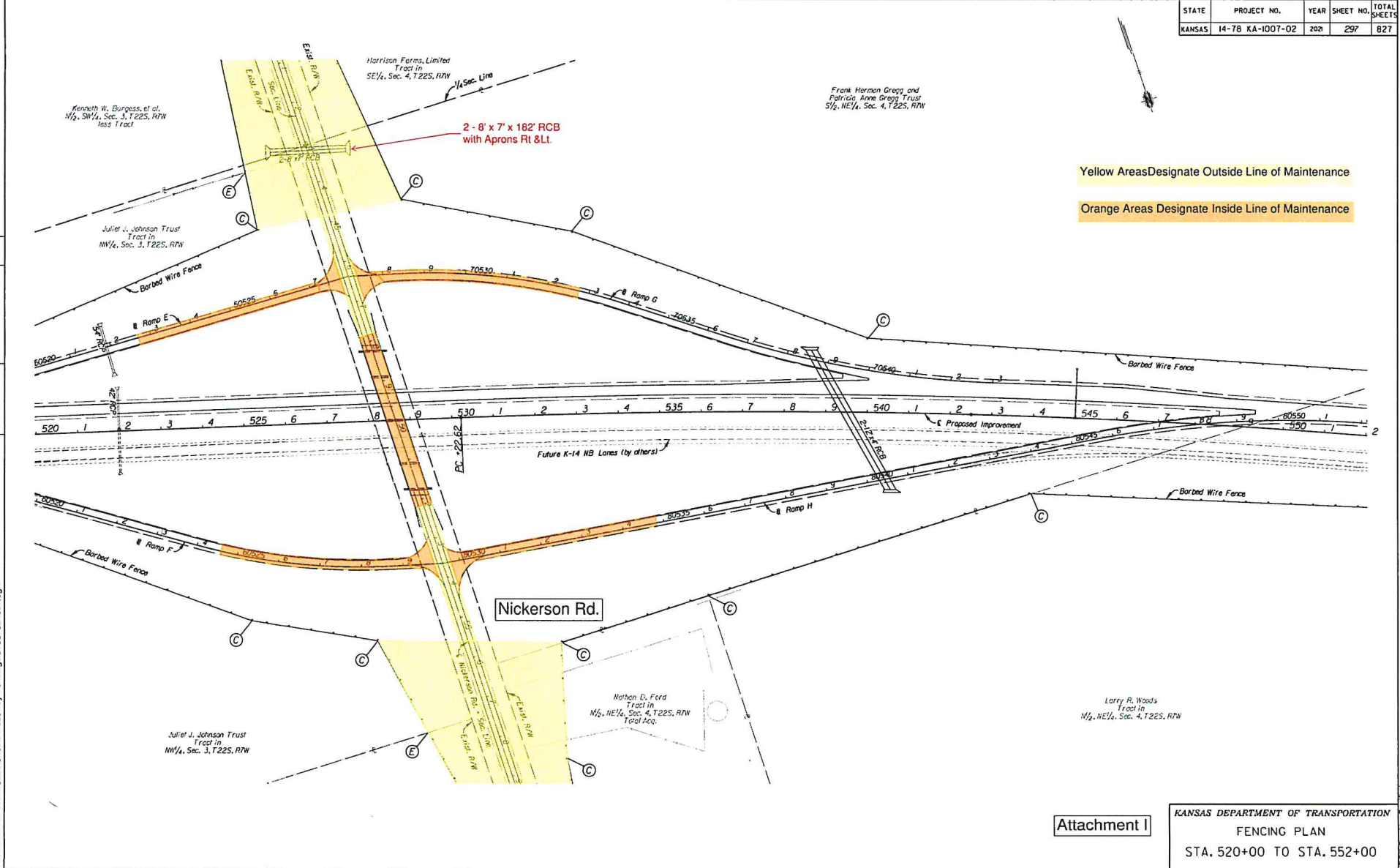
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	297	827

Yellow Areas Designate Outside Line of Maintenance

Orange Areas Designate Inside Line of Maintenance

DATE	BY
2-11-21	D. Williams
2-11-21	A. Coulter

Plotted: 10/21/2020
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Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
 FENCING PLAN
 STA. 520+00 TO STA. 552+00

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	298	827

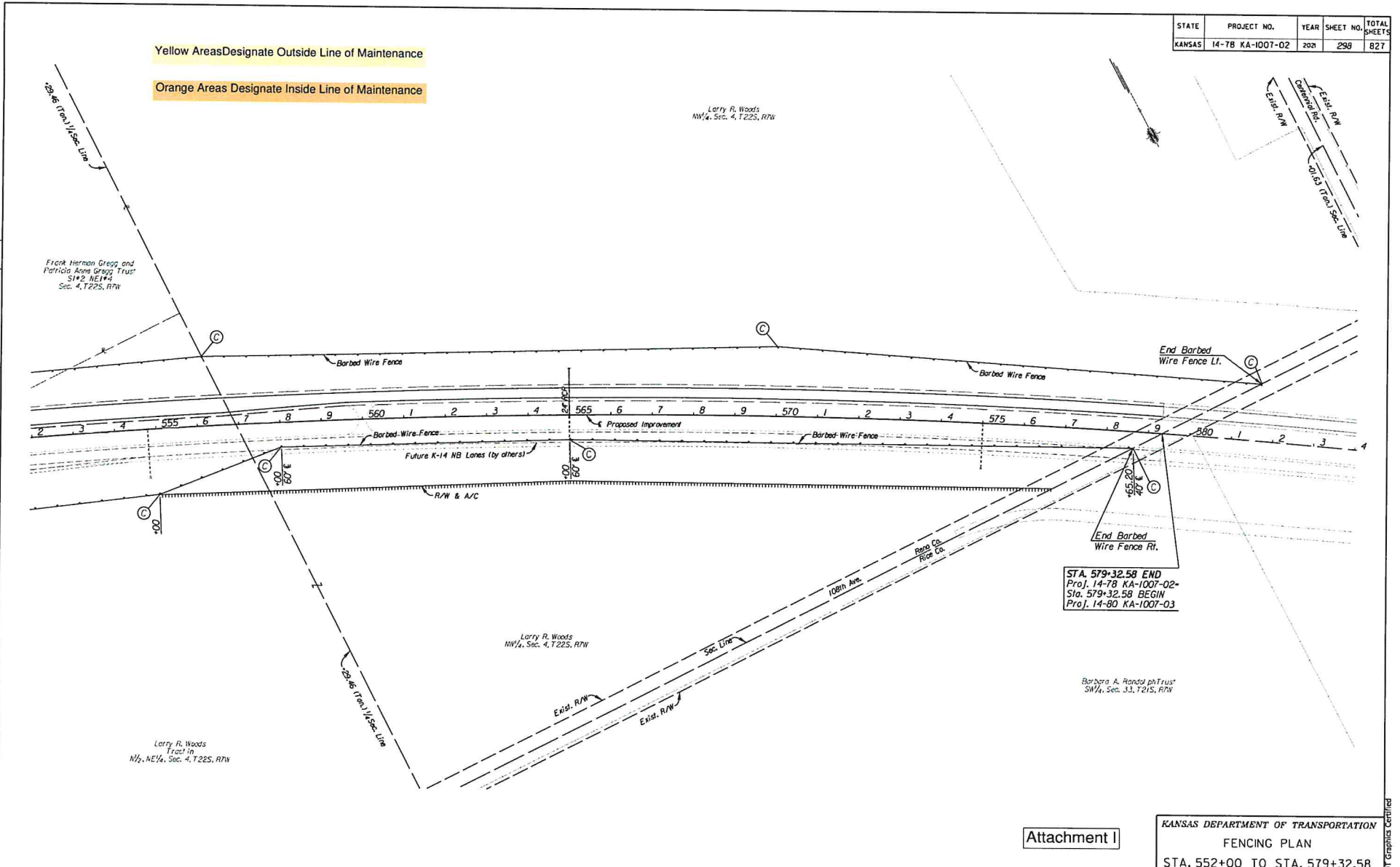
Yellow Areas Designate Outside Line of Maintenance

Orange Areas Designate Inside Line of Maintenance

DATE	BY
2-13	D. Williams
2-13	M. Whitcomb - A. Coulter

REFERENCES NOTED	REFERENCES CHECKED

Date: Plotted - 10/21/2020
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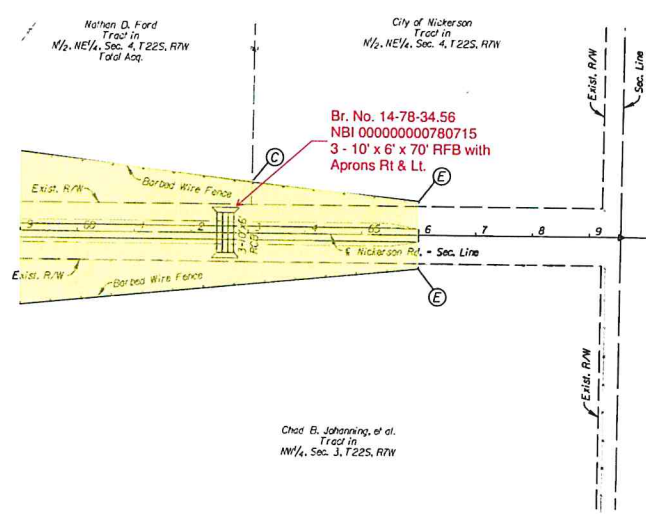
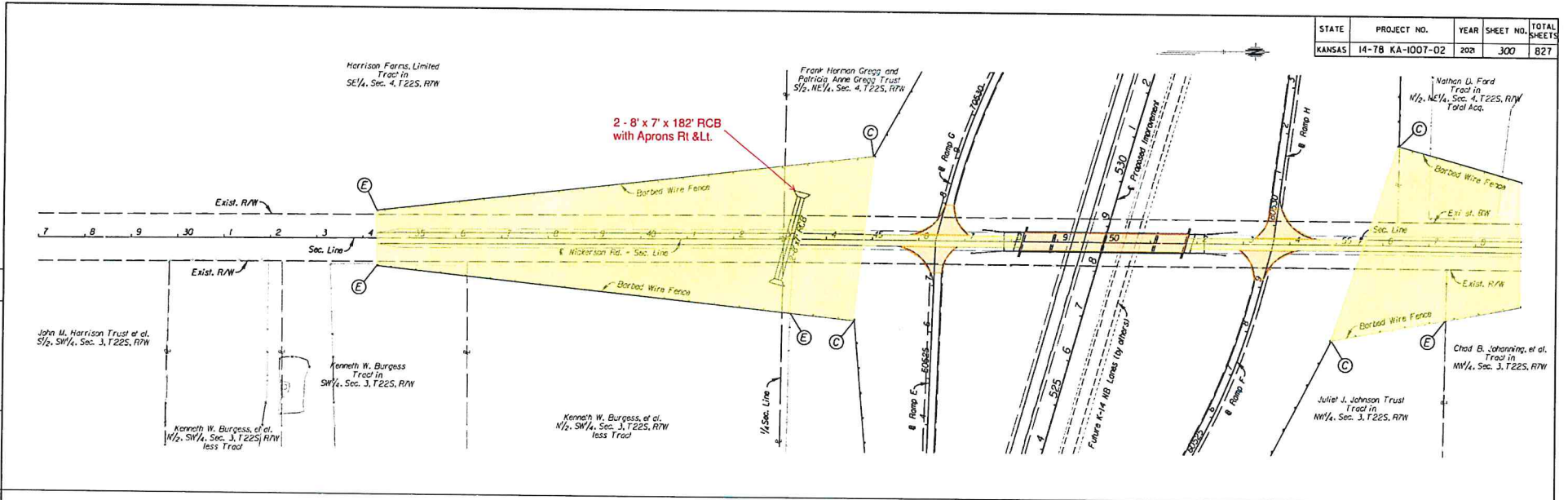
Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
 FENCING PLAN
 STA. 552+00 TO STA. 579+32.58

KDOT Graphics Certified

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	300	827

DATE	BY
8-13	D. Williams
8-13	M. Winkelman - A. Coulter



Yellow Areas Designate Outside Line of Maintenance

Orange Areas Designate Inside Line of Maintenance

Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
 FENCING PLAN
 NICKERSON ROAD
 STA. 34+30 TO STA. 66+00

Date: 10/21/2020
 File: T:\32788A-K14\Cadd\Sheets\Roadway\Fencing\140702\Fen-01.dgn

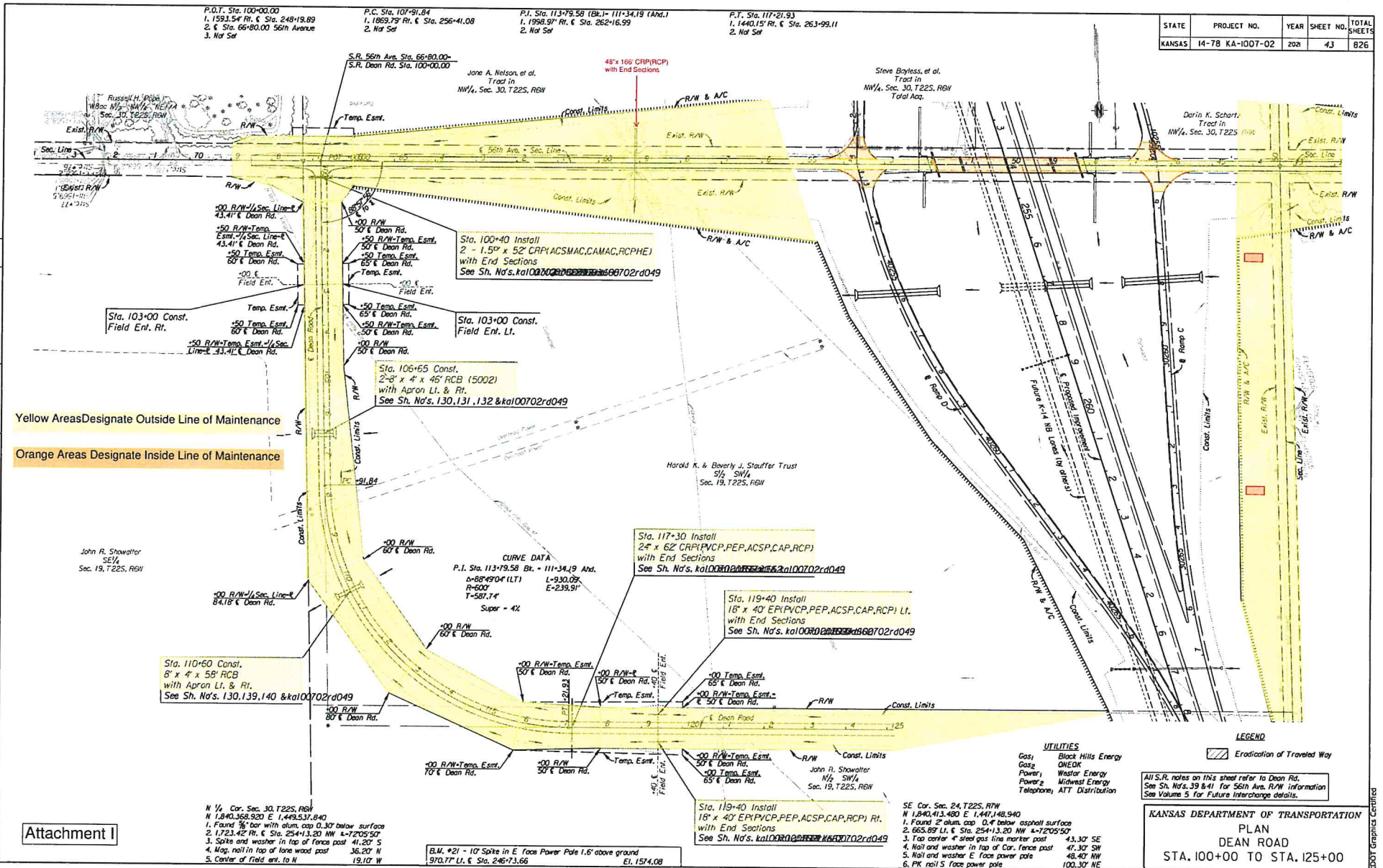
KDOT Graphics Certified

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	43	826

DATE	BY
2-13	A. Cozart

REFERENCES NOTED	CHECKED
D. Williams	M. Whitcomb
A. Cozart	

Plotted: 2/28/2020
 File: T:\35788A-K14\Cadd\Roadway\Ka100702\rdp\rd01.dgn



Attachment I

- N 1/4 Cor. Sec. 30, T22S, R6W
 N 1,840,368.920 E 1,449,537.840
 1. Found 3/4" bar with alum. cap 0.30' below surface
 2. 1/2" x 4" R. & S. Sta. 254+13.20 NW 4-7209507
 3. Spike and washer in top of fence post 41.20' S
 4. Mag. nail in top of fence post 36.20' N
 5. Center of field ant. to N 19.10' W

B.M. #21 - 10" Spike in E. face Power Pole 1.5' above ground
 970.77' L. & Sta. 246+73.66
 El. 1574.08

- UTILITIES**
- Gas1 Black Hills Energy
 - Gas2 ONEOK
 - Power1 Wastar Energy
 - Power2 Midwest Energy
 - Telephone, ATT Distribution

LEGEND

- Erosion of Traveled Way

All S.R. notes on this sheet refer to Deam Rd.
 See Sh. No's. 39 & 41 for 56th Ave. R/W information
 See Volume 5 for Future Interchange details.

KANSAS DEPARTMENT OF TRANSPORTATION
PLAN ROAD
STA. 100+00 TO STA. 125+00

P.C. Sta. 126+12.25
1. 393.65' Rr. & Sta. 266+74.98
2. Not Set

P.I. Sta. 130+43.20 (Bk. = 129+28.75 (Ahd.))
1. 183.91' Rr. & Sta. 266+08.51
2. Not Set

P.T. Sta. 133+59.70
1. 179.61' Rr. & Sta. 272+39.45
2. Not Set

P.C. Sta. 143+20.96
1. 168.52' Rr. & Sta. 282+00.66
2. Not Set

P.I. Sta. 144+68.63 (Bk. = 144+66.51 (Ahd.))
1. 168.52' Rr. & Sta. 283+48.32
2. Not Set

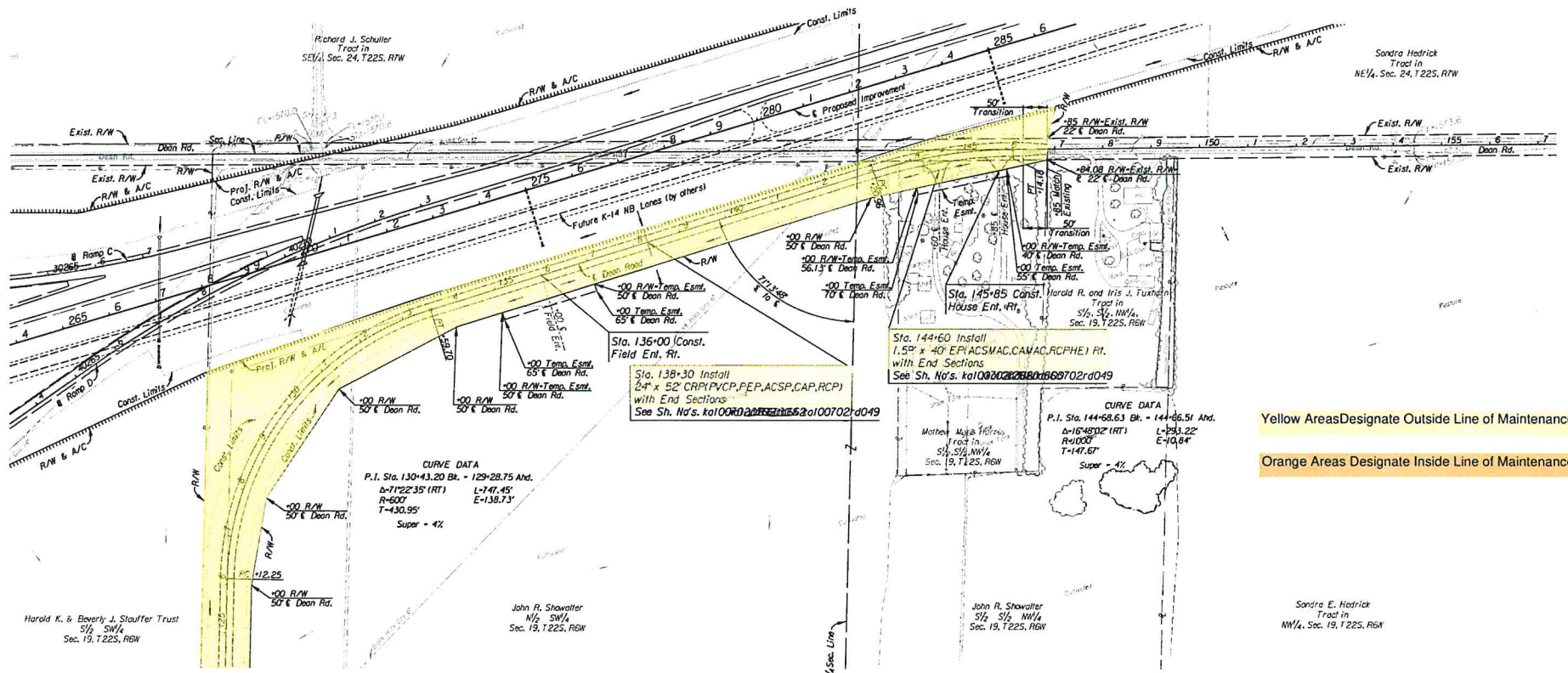
P.T. Sta. 146+14.18
1. 209.78' Rr. & Sta. 284+90.11
2. Not Set

P.O.T. Sta. 169+22.42
1. 854.59' Rr. & Sta. 307+05.57
2. Not Set

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	45	826

DATE	BY
2/11	2/11
2/11	2/11

REFERENCES NOTED: D. Williams
REFERENCES CHECKED: M. Winters/KOOP - A. Cowler



Yellow Areas Designate Outside Line of Maintenance
Orange Areas Designate Inside Line of Maintenance

UTILITIES
Gas: Black Hills Energy
Power: Westar Energy
Telephone: ATT Distribution

LEGEND
Eradication of Traveled Way

See Volume 5 for Future Interchange details.

- E 1/4 Cor. Sec. 24, T22S, R10W
N 1.843,085,220 E 1,447,127,840
1. Found #1" flt bar, 0.8' below sand road
2. 125.64' Rt. & Sta. 282+18.83 NW 4-7235+99
3. Top center of gas line marker post 24.70' WNW
4. 60d nail in W face power pole 25.80' E
5. Top center of 3" steel post 44.10' SE
- NE Cor. Sec. 24, T22S, R10W
N 1.845,714,130 E 1,447,100,010
1. Found #6 bar 0.3' below sand road
2. 896.87' Rt. & Sta. 309+77.75 SW 4-10739+58
3. Top center of telephone pedestal 38.80' NW
4. 60d nail in S face power pole 56.50' NE
5. 121.60d nails in W face power pole 32.60' SE

Attachment I

B.M. #22 - 3" U-Post driven flush to surface, 0.6' E. of N. leg "H" frame Power Pole, located NW intersection of W. 56th Ave. and Dean Rd. 648.71' L. & Sta. 256+82.34 E. 157.270

KANSAS DEPARTMENT OF TRANSPORTATION
PLAN
DEAN ROAD
STA. 125+00 TO STA. 146+85
KOOP Graphics Certified 09-12-2017 Sheet No. 45

Date: 2/28/2020
File: 14-78-02-KA-1007-02-Plan02.dgn

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2021	49	826

P.O.T. Sta. 100+00.00
1. 2467.19' Lt. & Sta. 521+45.12
2. & Sta. 24+30.00 Nickerson Rd.
3. Not Set

P.C. Sta. 101+00.00
1. 2438.93' Lt. & Sta. 520+49.20
2. Not Set

P.L. Sta. 102+69.22 (Bk. 1- 102+60.65 Ahd.)
1. 2391.12' Lt. & Sta. 518+86.87
2. Not Set

P.T. Sta. 104+29.87
1. 2435.16' Lt. & Sta. 517+23.49
2. Not Set

P.C. Sta. 114+96.60
1. 2712.82' Lt. & Sta. 506+93.53
2. Not Set

P.L. Sta. 116+60.27 (Bk. 1- 116+52.49 Ahd.)
1. 2755.42' Lt. & Sta. 505+35.50
2. Not Set

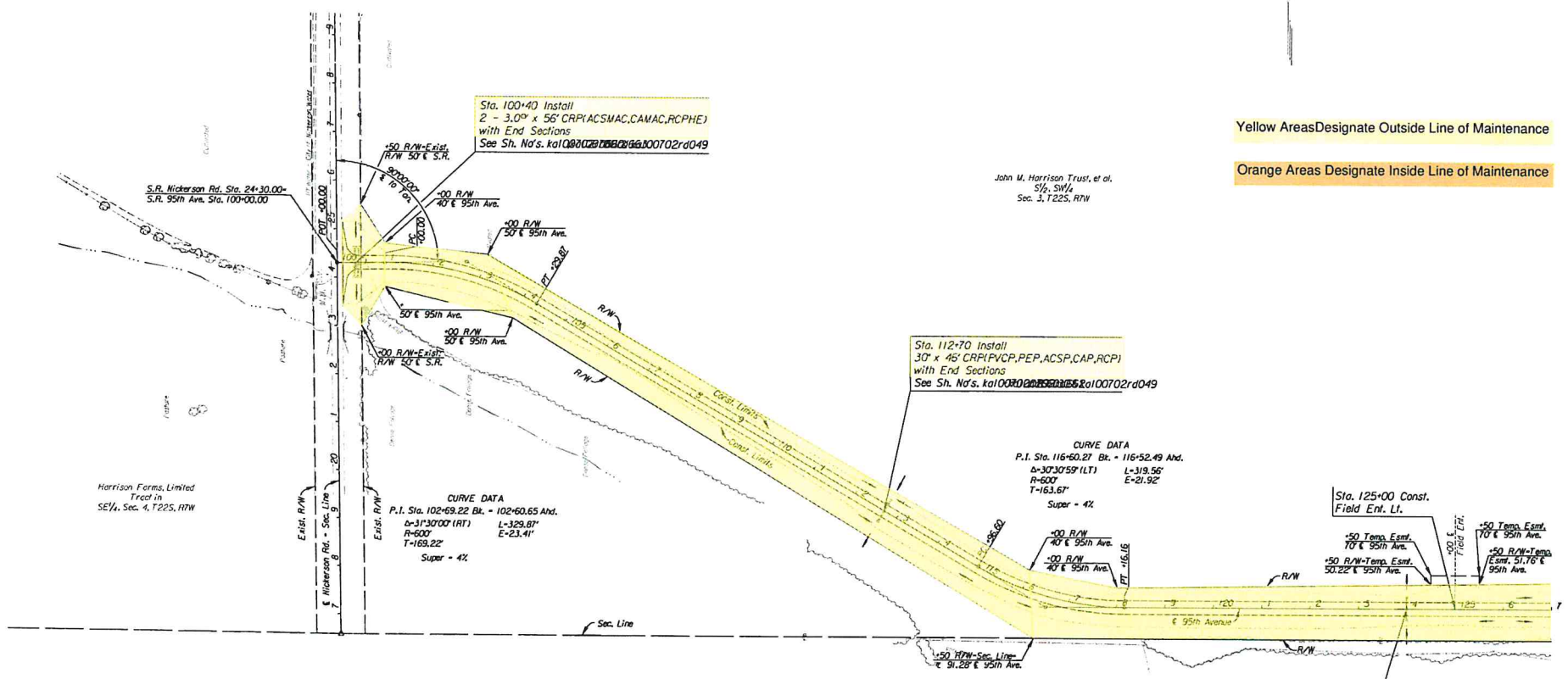
P.T. Sta. 118+16.16
1. 2711.88' Lt. & Sta. 503+77.73
2. Not Set

Yellow Areas Designate Outside Line of Maintenance
Orange Areas Designate Inside Line of Maintenance

DATE	BY
2-13	D. Williams
2-13	A. Conifer

REFERENCES NOTED
REFERENCES CHECKED IN WIN/MAN/APP - A, Conifer

Date: 2/28/2020
File: T:\35788A-K14\CaddSheet_Roadway\k100702r09s5-01.dgn



Attachment I

- E 1/4 Cor. Sec. 4, T22S, R7W
N 1,858,956.370 E 1,431,100.940
1. Found 3/8" bar with ENB Cap 0.40' below surface
2. Chiseled "X" in W Headwall 51.55' WNW
3. Chiseled "X" in E Headwall 52.05' NNE
4. 60d nail in top of fence post 52.55' E
- SE Cor. Sec. 4, T22S, R7W
N 1,856,308.060 E 1,431,150.810
1. Found 3/8" bar 0.60' below surface
2. Double Spike in W face Power Pole 58.90' SE
3. Double Spike in E face Power Pole 70.90' SW
4. Double Spike in top Brace Post 55.00' NE
5. Double Spike in top Corner Post 56.70' NW

B.M. #37 - Rival in N. end of E. headwall of RCB on Nickerson Rd.
22.34" Bk. Nickerson Rd. Sta. 62+74.34 El. 1600.42

UTILITIES
Gas: Black Hills Energy
Power: Westar Energy
Telephone: ATT Distribution
Water: City of Nickerson

KANSAS DEPARTMENT OF TRANSPORTATION
PLAN
95TH AVENUE
STA. 100+00 TO STA. 127+00

P.C. Sta. 128+00.00
1. 2422.64' Lt. & Sta. 492+88.19
2. Not Set

P.I. Sta. 131+69.66 (Bk. 1- 131+69.03) And.
1. 2138.67' Lt. & Sta. 489+76.07
2. Not Set

P.R.C. Sta. 134+48.69
1. 2283.04' Lt. & Sta. 486+57.58
2. Not Set

P.I. Sta. 137+28.45 (Bk. 1- 132+27.81) And.
1. 2121.03' Lt. & Sta. 483+41.63
2. Not Set

P.T. Sta. 140+07.57
1. 2121.03' Lt. & Sta. 480+39.92
2. Not Set

P.O.T. Sta. 154+95.38
1. 1524.08' Lt. & Sta. 465+07.51
2. Not Set

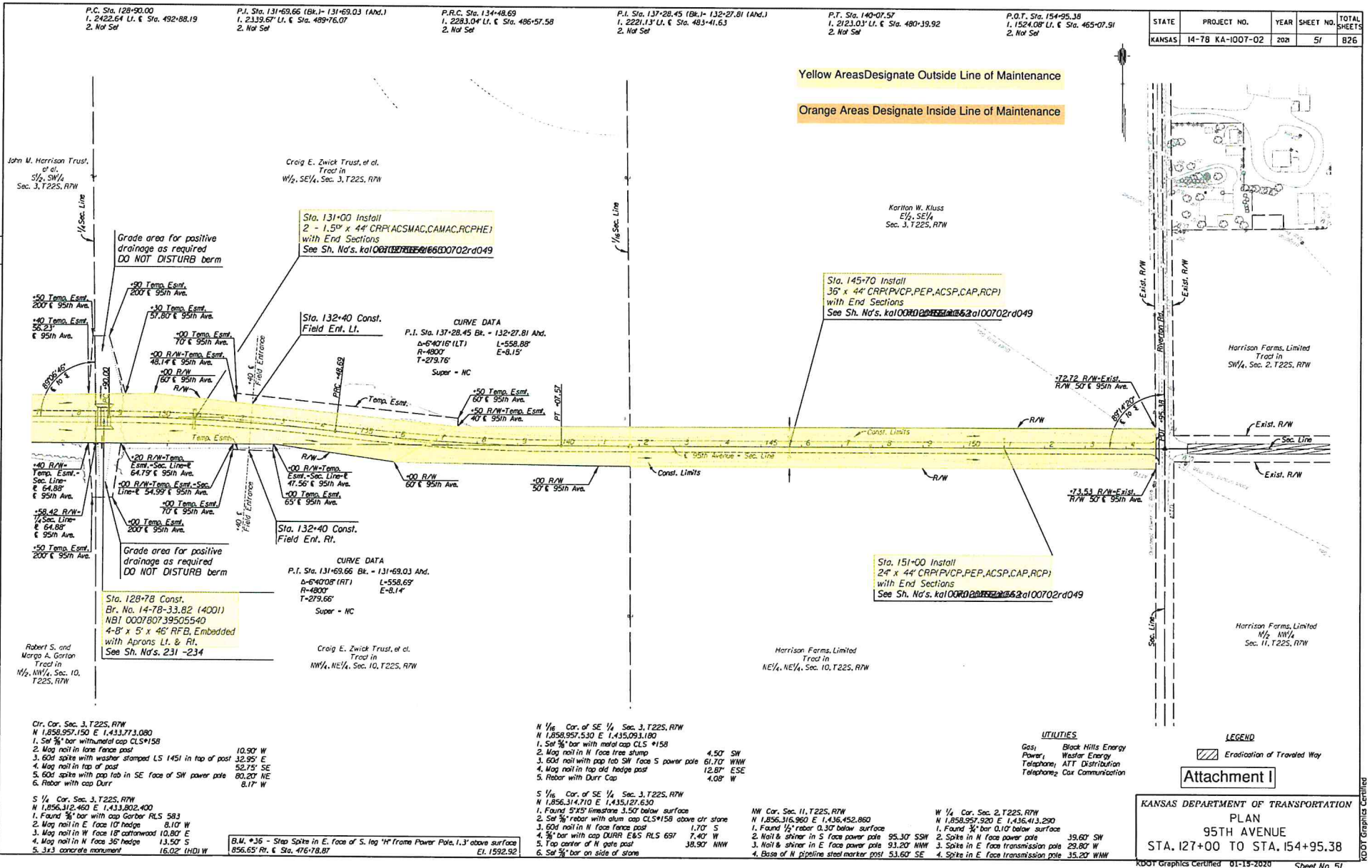
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	14-78 KA-1007-02	2020	51	826

Yellow Areas Designate Outside Line of Maintenance

Orange Areas Designate Inside Line of Maintenance

DATE	BY
2-13	D. Williams
2-13	A. Cavitt

Plotted: 2/28/2020
File: T:\1537\BBA-K141\Cadd\Sheet\Roadway\100702p195-02.dgn



LEGEND

Eradiation of Traveled Way

Attachment I

KANSAS DEPARTMENT OF TRANSPORTATION
PLAN
95TH AVENUE
STA. 127+00 TO STA. 154+95.38

KDOT Graphics Certified 01-19-2020 Sheet No. 51

County will maintain all Structures over 25 sqft, Township will maintain all other Structures.

STATION	SIDE	SIZE	TYPE
56th Ave.			
31+10	Lt.	18"	EP (PVCP,PEP,ACSP,CAP,RCP)
59+10	℄	48"	CRP (RCP)
66+80	Rt.	3.0 Sq. Ft.	EP (ACSMAC,CAMAC,RCPHE)
Dean Rd.			
100+40	℄	2-1.5 Sq. Ft.	CRP (ACSMAC,CAMAC,RCPHE)
106+65	℄	2-8' x 4'	RCB
110+60	℄	8' x 4'	RCB
117+30	℄	24"	CRP (PVCP,PEP,ACSP,CAP,RCP)
119+40	Lt.	18"	EP (PVCP,PEP,ACSP,CAP,RCP)
119+40	Rt.	18"	EP (PVCP,PEP,ACSP,CAP,RCP)
138+30	℄	24"	CRP (PVCP,PEP,ACSP,CAP,RCP)
144+60	Rt.	1.5 Sq. Ft.	EP (ACSMAC,CAMAC,RCPHE)
82nd Ave.			
40+95	Lt.	24"	EP (PVCP,PEP,ACSP,CAP,RCP)
61+00	Lt.	3.0 Sq. Ft.	EP (ACSMAC,CAMAC,RCPHE)
95th Ave.			
100+40	℄	2-3.0 Sq. Ft.	CRP (ACSMAC,CAMAC,RCPHE)
112+70	℄	30"	CRP (PVCP,PEP,ACSP,CAP,RCP)
124+00	℄	24"	CRP (PVCP,PEP,ACSP,CAP,RCP)
128+78	℄	4-8' x 5'	RFB 14-78-33.82 (4001)
131+00	℄	2-1.5 Sq. Ft.	CRP (ACSMAC,CAMAC,RCPHE)
145+70	℄	36"	CRP (PVCP,PEP,ACSP,CAP,RCP)
151+00	℄	24"	CRP (PVCP,PEP,ACSP,CAP,RCP)
Nickerson Rd.			
43+20	℄	2-8' x 7'	RCB
62+60	℄	3-10' x 6'	RFB 14-78-34.56 (4000)
Riverton Rd.			
474+95	Rt.	1.5 Sq. Ft.	EP (ACSMAC,CAMAC,RCPHE)

EP - Entrance Pipe
 CRP - Cross RoadPipe
 RCB - Reinforced Concrete Box
 RFB - Rigid Frame Box

CONTRACTUAL PROVISIONS ATTACHMENT

Important:

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

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

The Parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ___ day of _____,

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year; plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon

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

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

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



AGENDA ITEM

AGENDA ITEM #6.C

AGENDA DATE: July 12, 2023

PRESENTED BY: Mark Vonachen - County Planner II

AGENDA TOPIC:

Planning Case #2023-03 - A resolution approving a request for a conditional use permit for Lawrence Street Properties, LLC (Mark & Kendra Horst) to establish a warehouse/office land use on a parcel of land located at the southwest corner of Switzer Road and S. Halstead Street.

SUMMARY & BACKGROUND OF TOPIC:

The Planning Commission recommended approval of this request by a 7-0 vote on May 18, 2023.

The County Commissioners approved of this request by a 5-0 vote on June 27, 2023.

This resolution journalizes the County Commissioners' decision.

The County Counselor has reviewed and approved of this resolution.

ALL OPTIONS:

The County Commissioners may:

Approve of the resolution as submitted.

Deny the resolution.

Return to staff the resolution with requested changes.

RECOMMENDATION / REQUEST:

Approval of the resolution.

POLICY / FISCAL IMPACT:

None

RESOLUTION 2023-

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR THE ESTABLISHMENT OF A WAREHOUSE/OFFICE LAND USE ON A
PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 21, TOWNSHIP 24 SOUTH, RANGE 5 WEST OF THE 6TH P.M. IN
RENO COUNTY, KANSAS**

WHEREAS, Lawrence Street Properties, LLC., by and through, Mark & Kendra Horst applied for a Conditional Use Permit to establish a warehouse/office land use upon a defined parcel of land more particularly described as follows:

A tract located in the SW ¼ of Section 21, T24S, R5W of the 6th PM., in Reno County, Kansas as more fully described on that trustee's deed filed in Book 692 on page 50 of the Office of Reno County Register of Deeds on August 22, 2022, which is incorporated herein by reference as if more fully set out.

WHEREAS, said parcel is currently zoned R-1 – Rural Residential District for residential use in accordance with the Reno County Zoning Regulations; and a warehouse/office land use is permitted in the R-1 Zoning District with a Conditional Use Permit; and

WHEREAS, the Reno County Planning Commission conducted a public hearing on the Application on May 18, 2023, following satisfaction of all notice requirements for such hearing as required by K.S.A. 12-757; and

WHEREAS, at the public hearing all interested parties in attendance were provided an opportunity to be heard; and the Reno County Planner presented a written report for the Conditional Use Permit dated May 11, 2023, which report, under the heading “FACTORS”, included a discussion and applications to be considered when making land use decisions pursuant to Golden v. City of Overland Park, 224 Kan. 591.

Additionally, the Reno County Planner presented a staff recommendation in support of the Application; and

WHEREAS, the Reno County Planning Commission adopted and recommended approval of the Conditional Use Permit with conditions based upon the Reno County Planner's analysis of the "FACTORS" to be considered pursuant to Golden and other factors as outlined in the Reno County Zoning Regulations numbered one through eleven inclusive; and

WHEREAS, the Reno County Planning Commission also recommended granting a waiver from the requirement to locate all parking stalls outside of the 30-foot setback requirement, the requirement to construct two loading spaces for the warehouse building, and the paving requirement pursuant to Article 20-104 (2) of the Zoning Regulations; and,

WHEREAS, on June 27, 2023, the Reno County Commission at its regular public meeting received a Summary Report dated June 9, 2023, of the proceedings before the Reno County Planning Commission and the Planning Commission's recommendation of approval of the Conditional Use Permit with special conditions and waivers of the parking space setback, paving, and loading space requirements; and

WHEREAS, upon conclusion of the Board's deliberations, Commissioner Whitesel moved to approve the Planning Commission's recommendation for approval of the Conditional Use Permit along with all of the special conditions and the waivers as recommended by the Planning Commission. In support of his motion, Commissioner Whitesel cited "FACTORS" numbered one through eleven inclusive found in the analysis presented within the Reno County Planner's Summary Report. Commissioner Bogner seconded the motion. The motion was approved by unanimous vote.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that the above and foregoing findings are adopted as the decision of this Board. The aforesaid Conditional Use Permit Application made by Lawrence Street Properties, LLC is approved subject to all of the aforementioned special conditions.

BE IT FURTHER RESOLVED that this resolution be effective from and after its publication in the official county newspaper.

APPROVED AND ADOPTED in regular session this 12th day of July 2023.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Daniel P. Friesen, Chairman

Ron Hirst, Member

Randy Parks, Member

Don Bogner, Member

John Whitesel, Member

ATTEST:

Donna Patton, County Clerk



AGENDA ITEM

AGENDA ITEM #6.D

AGENDA DATE: July 12, 2023

PRESENTED BY: Don Brittain, Public Works Director

AGENDA TOPIC:

Declare Public Works' 2008 Ford F650 2T Truck and Autocrane VIN#3FRWF65F78V688349 with 339,615 miles as of July 3, 2023, as surplus to be auctioned on Purple Wave and authorize County Administrator Randy Partington to sign the title once the truck is sold.

SUMMARY & BACKGROUND OF TOPIC:

The 2008 Ford F650 2T Truck and Autocrane is 15 years old with 339,615 miles on it. Public Works' 2 Ton Trucks are replaced after 15 years or 200,000 miles. This truck was replaced with a 2024 International MV607 SBA 4x2 truck.

ALL OPTIONS:

1. Approve the Public Works' 2008 Ford F650 2T Truck and Autocrane VIN#3FRWF65F78V688349 with 339,615 miles as of July 3, 2023, as surplus to be auctioned on Purple Wave and to authorize County Administrator Randy Partington to sign the title title once the truck is sold.
2. Deny item to be auctioned on Purple Wave.

RECOMMENDATION / REQUEST:

Approve the Public Works' 2008 Ford F650 2T Truck and Autocrane VIN#3FRWF65F78V688349 with 339,615 miles as of July 3, 2023, as surplus to be auctioned on Purple Wave and to authorized County Administrator Randy Partington to sign the title once the truck is sold.

POLICY / FISCAL IMPACT:

Budgeted for 2023 per the CIP. Public Works Fund 007 Operational Equipment per Equipment Plan.



AGENDA ITEM

AGENDA ITEM #7.A

AGENDA DATE: July 12, 2023

PRESENTED BY:

AGENDA TOPIC:
Executive Session for privileged legal matters (30 minutes)



AGENDA ITEM

AGENDA ITEM #8.A

AGENDA DATE: July 12, 2023

PRESENTED BY: Reno County Conservation District and Partners; Liz Lutz Conservation District Manager, Andy Lyon Kansas Department of Ag Director of Conservation, Chloe Gehring Cheney Lake Watershed Project Manager, and USDA NRCS Representative

AGENDA TOPIC:
FY 2024 Funding for the Reno County Conservation District, community and economic impact

SUMMARY & BACKGROUND OF TOPIC:

For nearly 80 years, the Reno County Conservation District, governed through a locally elected, volunteer board, has shepherded diverse programs to improve farming operations and help make farms more resilient and profitable. Through our education efforts and cost share programs, we have helped implement conservation practices throughout the county. These efforts have increased property values, addressed problematic water quality concerns and generated income for local producers as well as local contractors. We know that this productive ag land maintains the tax base and tax revenues to Reno County. Even more, we have fostered effective partnerships that allow us to deliver even more of these goals.

ALL OPTIONS:

Fund the Reno County Conservation District at requested level of \$50,000 which is less than 1.5% of the projected General Fund Budget and be at parity with Reno County Extension and the Reno County Museum. Alternately, fall back to 2021 funding level of \$47,500, a 5% reduction.

RECOMMENDATION / REQUEST:

Continue to fully fund our organization with the knowledge that we take seriously, and make every effort to leverage our partnerships and state and local funds to deliver our services in a fiscally conservative manner.

POLICY / FISCAL IMPACT:

The Reno County Conservation District serves a large Ag production county. Per the Kansas Department of Agriculture, Reno County agriculture and ag-related sectors directly contributed \$1.5 billion in output and 3,965 jobs in 2022. The Reno County Conservation District directly supports these very ag producers in Reno County. In 2022, we helped fund some \$86K to landowners and ag producers to implement conservation practices. This investment leveraged land or property improvements of \$118K. Through a District project, the Cheney Lake Watershed, we provided \$245K to landowners and ag producers in 2022. Total value of the land improvements through the Cheney Lake Watershed is \$301,400. Through a fiscal lens, the 2022 Reno County funding contribution of \$50K helped leverage State, Municipal and Industry investments of \$419,400 to Reno County. Admittedly, we aren't economists, but this is a solid return on investment.

We have long maintained a lean operational budget to ensure we are good stewards of public dollars. Our Operational Budget is comprised of appropriations from the county, previously \$50,000. This money effects our matching contribution from the state, \$24,700. Last year we also received miscellaneous donations totaling \$300.



Reno County Conservation District

18 East 7th
South Hutchinson, Kansas 67505
Phone 620-669-8161

March 30, 2023

Reno County Commission
206 West First
Hutchinson, KS 67501

Dear Commissioners Friesen, Hirst, and Whitesel, Parks, and Bogner

The Reno County Conservation District is requesting \$50,000 from the General Fund for FY 2024. We understand that Reno County has many requests for funding and we take seriously our role as a key resource for conservation in our community. Even more, the Reno County Conservation District makes every effort to leverage our partnerships and state and local funds to deliver our services in a fiscally conservative manner.

We passed a milestone of 75 years serving Reno County in 2021. Over these years, the Reno County Conservation District has shepherded community projects like Hunters for the Hungry, participated in the Reno County Wildfire Mitigation task force, and helped countless Reno County landowners implement conservation practices and educated thousands of children on the importance of conservation and the value of our natural resources. Looking forward, we want to continue to serve both rural and urban residents of Reno County with issues affecting the conservation of our natural resources, ultimately preserving, and improving our environment and the community.

One of the primary ways in which the Reno County Conservation District serves the community is through the delivery of Cost Share programs. We are responsible for the administration of the State Division of Conservation Cost Share Programs: Water Resources and Non-Point Source in Reno County. The State Cost Share allocation for Reno County in 2022 was \$86,015. This funding goes directly to Reno County landowners to implement conservation practices that will address natural resource concerns. Over and above our fundamental purpose to improve soil and water quality, the end result may be improved farming profitability or these projects may resolve a public health concern, like septic waste entering public water supplies. Additionally, through the Cheney Lake Water Quality Project, a project which the District administers, we have even more Cost Share programs available. In 2022, cost share through the CLWQP exceeded \$141,000 in Reno County. Too, I would be remiss to omit the importance of the Reno County Conservation District's partnership with the USDA's Natural Resources Conservation Service. The District supports NRCS in the administration of EQIP, CRP, and CSP programs, which brought in an additional \$4,501,670 in contracted payments last year. All of these programs not only mean actual conservation practices on the ground, but also a real source of revenue in Reno County. The value of this cost share alone totals over \$4 million dollars, plus the majority of these conservation projects are completed by local contractors. Truly a win-win for Reno County.

Another vital service the Reno County Conservation District provides the community is conservation education. Despite continued COVID-19 challenges, we have still been able to host outreach events in the field. We anticipate that 2023, 2024 will continue to normalize. We plan to continue with youth education efforts like the Reno County Water Festival, Farm2U and Ag & Conservation Days. For adults, we do much of our outreach in the field, demonstrating regenerative ag practices and providing a forum for producers to learn from each other's wins. We also plan to begin "Farmer to Farmer" meetings. These educational efforts help encourage innovation, improve stewardship and, importantly, increase prosperity in our local economy.

Additionally, the Reno County Conservation District fills a vital need by renting out equipment that is otherwise unavailable in Reno County. Much of this effort supports the Conservation Reserve Program. We maintain 3 Grass Drills and 1 No-Till Drill to support Reno County landowners in their soil stewardship efforts. We stock a variety of conservation related products such as grass seed, marking flags, and cable wire for electric fence, items that may not be available through other sources in the county. Lastly, the Cheney Lake Watershed owns a crop roller which is available for rent in the Cheney Lake Watershed and throughout Reno County.

In an effort to clarify our funding request, I will briefly outline how our proposed budget is structured (Annual Budget att.). Our total proposed operational budget for FY 2024 is \$169,000. The bulk of our expense is personnel. Personnel expense for 2024 is slated to be \$121,000. This covers the salary and benefits for the District Manager and a Regenerative Agriculture Specialist funded through grant funds: Travel, Equipment and Building, Information and Education and Administrative expense categories for FY 2024 are slated to be \$13,000. The Equipment and Building Maintenance category will cover utilities, mowing and minimal maintenance at our storage shed, where we store seed and equipment. The Information and Education category covers our many outreach events as well as board development. The budget category, Other Administrative Expenses, is essentially where overhead expenses show up, ie liability insurance, dues and membership fees and our annual audit expense. The last category, WRAPS Personnel, covers the pass through expenses which are reimbursed by the Cheney Lake Water Quality Project. As this is the same Budget Form that we must provide to the State of Kansas, we must include the Cheney Lake Water Quality Project pass thru expenses in our total operational budget. Upon review of our Budget spreadsheet, you will see that our receipts are not complex. We have proposed a \$50,000 allocation from Reno County. This is the same amount requested from our previous funding level. The State of Kansas may also provide matching funds up to \$25,000 per district. Considering the funding trend over the past several years, we anticipate our state allocation will be \$24,700 for FY2024. Our other basic operational expenses are covered by a long-standing agreement with USDA's Natural Resources Conservation Service. We maintain a memorandum of agreement that states that District employees, in addition to district duties and responsibilities, shall provide clerical and/or technical support, as well as certain equipment to NRCS in order to administer state and/or federal programs. In return, NRCS agrees to provide technical guidance as well as office space and equipment and maintenance of that equipment.

The Reno County Conservation District appreciates your continued support. Board Supervisors and District Staff are committed to being a partner of choice for conservation in Reno County.

Please don't hesitate to contact me if you have any questions regarding the budget or any of our conservation programs. On behalf of myself and the Board of Supervisors, we look forward to discussing our organization with you in the near future.

Best regards,

Elizabeth Lutz
District Manager
Reno County Conservation District
Ph: 620-888-2033
Em: Elizabeth.Lutz2@ks.nacdnet.net

Enclosures

2024 Formal Division of Conservation Budget Forms
Budget Request 2024
Annual Report 2022

Reno County Conservation District Supervisors:

Chad Basinger, Chairperson
Sam Sanders, Vice-Chairperson
Jerry Clasen, Treasurer
Melody McCurry, Supervisor
Connor Peirce, Supervisor

Reno County Conservation District

2024 Operations Fund Budget

	Preceding Year Actual 2022 <small>Column 1</small>	Current Year Estimated 2023 <small>Column 2</small>	Proposed Budget 2024 <small>Column 3</small>	Adopted Budget 2024 <small>Column 4</small>
Expenditure Classifications:				
Salaries & Wages (gross)	\$ 114,840.35	\$ 134,000.00	\$ 104,000.00	
Employee Benefits	\$ 14,486.71	\$ 34,000.00	\$ 17,000.00	
Travel Expenses	\$ 4,294.55	\$ 4,000.00	\$ 4,000.00	
Equipment and Building Maintenance	\$ 906.60	\$ 1,500.00	\$ 1,500.00	
Information and Education	\$ 2,397.87	\$ 2,500.00	\$ 2,500.00	
Other Administrative Expenses	\$ 5,126.56	\$ 5,000.00	\$ 5,000.00	
State Technical Assistance Reimb't		\$ 11,000.00		
WRAPS Personnel Expense	\$ 37,764.69	\$ 35,000.00	\$ 35,000.00	
Total Expenditures	\$ 179,817.33	\$ 227,000.00	\$ 169,000.00	\$ -
Receipt Classifications:				
Cash on Hand, January 1*				
a. Checking Account	\$ 3,000.10	\$ 3,000.00	\$ 3,000.00	
b. Savings / Investment Account	\$ 7,436.57	\$ 62,678.83	\$ 678.83	
c. Petty Cash & Other Currenty	\$ 35.00	\$ 35.00	\$ 35.00	
County Appropriation - General Fund	\$ 47,500.00	\$ 50,000.00	\$ 50,000.00	
County Appropriation - Other Funds				
State Appropriation (matching funds)**	\$ 24,706.99	\$ 24,700.00	\$ 24,700.00	
Technical Asistance Funds	\$ 71,398.00			
Donations/Grants				
Miscellaneous	\$ 650.59	\$ 300.00	\$ 300.00	
WRAPS Personnel Reimbursement	\$ 37,271.99	\$ 35,000.00	\$ 37,000.00	
Reimb. For NFWF Personnel	\$ 53,531.92	\$ 55,000.00	\$ 55,000.00	\$ -
Total Receipts	\$ 245,531.16	\$ 230,713.83	\$ 170,713.83	\$ -
Less Total Expenditures	\$ 179,817.33	\$ 227,000.00	\$ 169,000.00	\$ -
Cash on Hand, December 31	\$ 65,713.83	\$ 3,713.83	\$ 1,713.83	\$ -

* The sum of Cash On Hand, January 1 must equal Cash On Hand, December 31 of previous year.

** NOTE: As per K.S.A. 2-1907c, if state appropriations are insufficient to match county funds (not to exceed \$25,000 per district), distribution shall be prorated in proportion to eligible amount.

County Budget Certification to Conservation District

In accordance with the provisions of K.S.A. 2-1907b (Conservation District Law), the commissioners of RENO County, Kansas hereby certify that a budget of \$ 50,000.00 has been approved for the Reno County Conservation District for calendar year 2024.

\$ 50,000.00 from the county's general fund and/or

\$ 0.00 from a special mill levy and/or

\$ 0.00 from other county funds (type of other funds N/A)

for a total conservation district allocation of \$ 50,000.00 in calendar year 2024.

Adopted by the county governing body on the _____ day of _____, 2023.

Signed: _____, County Clerk

Reno County Conservation District

18 E. 7th Ave. • South Hutchinson, KS 67505

Budget Request 2024

Income

Appropriations - State	\$ Appropriations -	24,700.00
	County	\$ 50,000.00
	Miscellaneous	\$ 300.00
	Reimbursement for NFWF Personnell	\$ 37,000.00
	CLWQP WRAPS Personnel Reimbursement	55,000.00
Total Income	\$	167,000.00

Expense

Salaries and Wages	\$	104,000.00
Employee Benefits	\$	17,000.00
Travel, Meetings, Workshops	\$	4,000.00
Equipment & Building Maintenance	\$	1,500.00
Information and Education	\$	2,500.00
Other Administrative	\$	5,000.00
CLWQP WRAPS Personnel Expense	\$	35,000.00
Total Expense	\$	169,000.00



“Of all the questions which can come before this nation, short of the actual preservation of its existence in a great war, there is none which compares in importance with the great central task of leaving this land even a better land for our descendants than it is for us.”

— Theodore Roosevelt

Reno County Conservation District 2022 Annual Report

2022 was a year for both our core conservation activity and venturing out to engage with new opportunities in conservation. Winter and Spring we were busy providing support to FSA's CRP program by selling grass and forb seed and coordinating drill rentals. Our grass drills and no-till drill seeded over 1,200 acres and we sold grass and forb seed for 950 acres.

Continuing our core efforts, we manage cost share programs funded through the State of Kansas, Division of Conservation. The Water Resources program contracted out funds for 7 projects, the Non-Point Source Cost Share program contracted 7 projects, 1 project was funded through Wetland Restoration and lastly through a new Irrigation Technology Initiative we contracted another 4 projects. Total funds committed to this local conservation work exceed \$86,000.

For new opportunities, the Reno County Conservation District partnered with the Division of Conservation to contract a Soil Conservationist for the South Hutchinson field office. Cameron Adams came onboard in July and works directly with NRCS on conservation planning. Another new face in the office is Sara Legg. Sara works with the Reno County Conservation District to support both General Mills' regenerative agriculture work and OpenTEAM (Open Technology Ecosystem for Agricultural Management). This increase in staffing helps us better deliver planning and take advantage of new funding pools for conservation implementation.

Board Supervisors continued to represent local interests at several statewide or national outreach opportunities. Jerry Clasen served as KACD President through much of 2022 and Sam Sanders serves on the State Conservation Commission. The National Association of Conservation Districts Annual Meeting was held in Orlando, Florida in February. As KACD President, Jerry Clasen participated in leadership meetings throughout the conference and Sam Sanders also attended. Jerry Clasen, and Sam Sanders attended the KACD Convention in Wichita.

2022 by the numbers

Conservation Dollars in Reno County

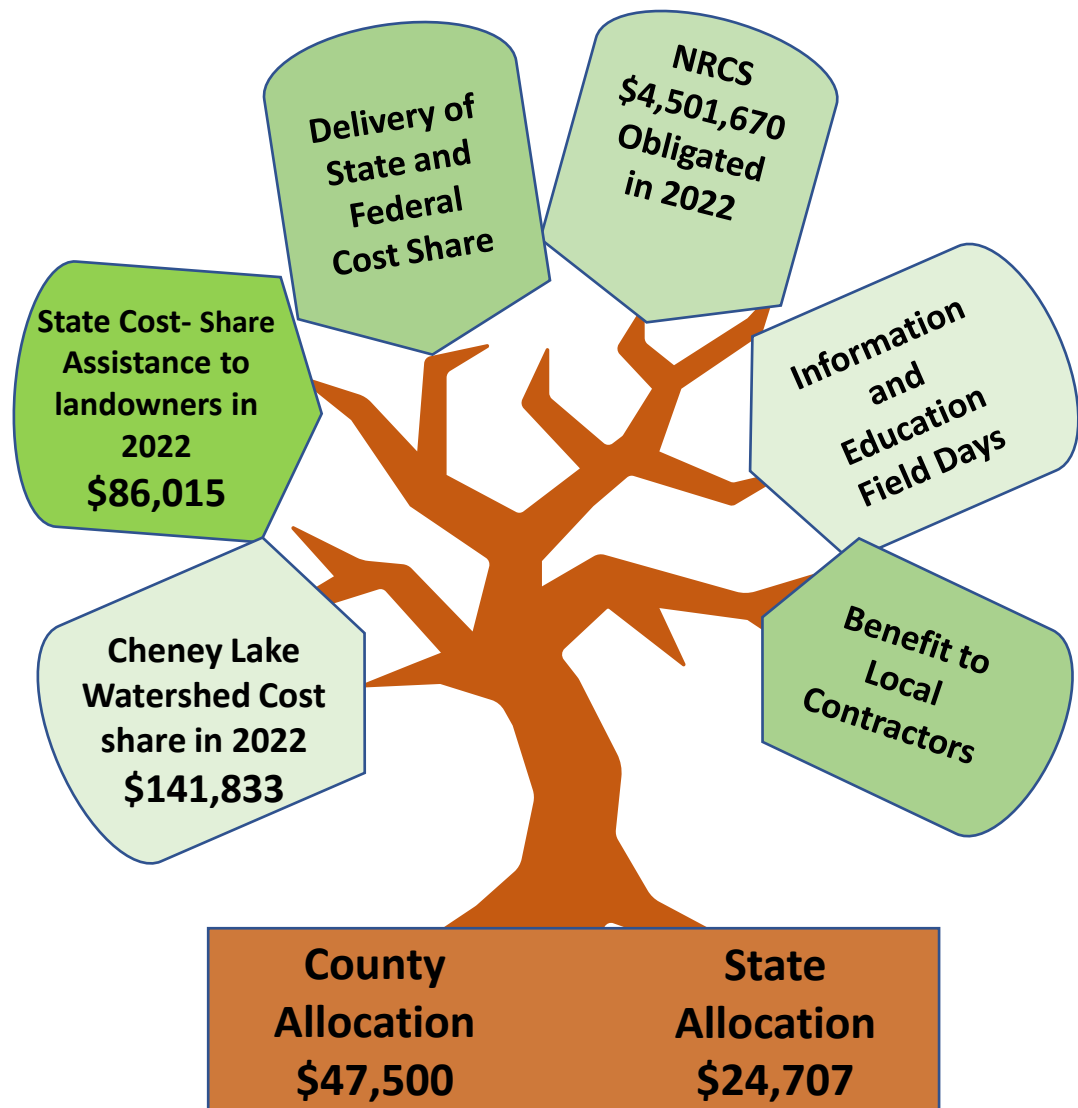
Federal	\$ 4,501,670
State	\$ 86,015
CLWQP	\$ 141,265
Total =	\$ 4,728,950

Practices Completed	Amount	Unit(s)
Access Control	274	ac
Brush Management	432	ac
Conservation Crop Rotation (328) (Ac)	528	ac
Cover Crop	2174	ac
Fence	9769	ft
Firebreak	28163	ft
Grassland Conservation Initiative	830	ac
Herbaceous Weed Treatment	339	ac
Prescribed Burning	764	ac
Prescribed Grazing	5398	ac
Pumping Plant	14	no
Residue & Tillage Management, No Till	2366	ac
Restoration of Rare or Declining Natural Communities	128	ac
Upland Wildlife Habitat Management	9	ac
Water Well	14	no
Watering Facility	22	no
Windbreak/Shelterbelt Renovation	2935	ft



Reno County
Conservation
District

2022



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Water Well	14	no
Watering Facility	22	no
Windbreak/Shelterbelt Renovation	2935	ft

Conservation Practices



Conservation Resources in Reno County



40' Crop Roller
15' Crust Buster NT Drill
3 x 12' Grass Drills
1 x 9' Grass Drill
Fencing supplies
Grass & Forb Seed



Education Events





AGENDA ITEM

AGENDA ITEM #8.B

AGENDA DATE: July 12, 2023

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:
Reno County Special Districts Budget

SUMMARY & BACKGROUND OF TOPIC:

Reno County has a budget document that is prepared and approved every year separate from the overall county budget. This budget is the special districts budget. The Reno County Commissioners are the governing body for each of the special districts independently. To simplify the adoption of the budgets, each of the special districts listed below are included in the budget.

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

Attached is the Reno County Special District's budget summary (requested/recommended level). The summary shows all but four special districts will go above the RNR. Reasons for this include low assessment increases in various districts, along with increased costs and the build-up of their reserve funds. The four (4) funds/districts under the RNR are Fire District No. 8 (Pleasant View, Yoder, and HABIT area), Fire District No 9's Bond & Interest (Haven area), Sewer District No. 8 (The Highlands) and Sewer District No. 8 Bond & Interest.

At the last meeting, commissioners wanted to see another option for the budgets which have them all at the RNR. The summary of this alternative is attached for your review. The alternative requested by the commission, includes removing all property taxes from the sewer districts, so their budget would automatically be under the RNR. The amount of decrease in each utility districts' respective budget will be increased on the users fee paid monthly. The amount of cuts to the various fire districts are as follows.

- Fire District 2: \$187,213, impacts the agreement with City of Hutchinson
- Fire District 3: \$25,581
- Fire District 4: \$43,237
- Fire District 7: \$6,980
- Fire District 8: \$30,167
- Fire District Joint 1: \$33,779
- Fire District Joint 2: \$34,732

Impact on Fire Districts by remaining at the RNR

Fire District 2 is run by the City of Hutchinson as part of the Hutchinson Fire Department. Attached is their budget request to explain their request. Any changes to the request must be agreed to by both Reno County's and the City of Hutchinson's governing bodies.

If changes must be made to get back to revenue neutral, we can utilize the same basic budgets that were accepted for 2023. We would have to move a little bit of money around to make sure the funding of the fire administrator has enough money in the line item.

If the BOCC wants the fire districts to remain revenue neutral, they will continue to get further behind on their capital equipment purchases. Attached is a list of the capital project plans for the fire districts. We often put off large purchases, and in most cases, the fire district is able to use their vehicles long past their expected service life. By NFPA standards, a piece of equipment cannot be more than 25 years old. At the very least, our goal should be to have the equipment in NFPA compliance but we are not at that point yet. If we were to replace the equipment at the recommended service life, as shown, there is a large yearly deficit. The fire districts would need to be funded at a combined additional ~\$450,000 yearly to be able to replace the major equipment at the recommended service life.

The communication and safety equipment of the fire districts have a large impact on their budgets. Prior to hiring a Fire Administrator, we let the districts choose when they would purchase new personal protective equipment and 800MHZ radios. With the new policies and procedures being developed, at a minimum, the fire districts are required to purchase wildland and bunker gear for their firefighters every 10 years. Personal protective equipment in the fire service has a shelf life of 10 years and we need to ensure the safety of the volunteers. There will be on occasion that gear gets torn or beat up and needs replaced before it expires. There are approximately 165 firefighters on the rural districts, to outfit one, we average around \$6,000. The 800mhz radios need to be replaced, the radios we currently utilize cannot be updated or serviced, we often wait several weeks to receive aftermarket batteries that are not intrinsically safe. We chose to do that over a period of 10 years instead of purchasing them all at the same time. Replacement cost of radios is currently around \$5,000 for the new model.

While we do not recommend staying revenue neutral for 2024, if we are, we will prioritize firefighter safety by purchasing personal protective equipment and radios. The vehicle replacement schedule will get further behind.

For the sewer districts that have property tax, there is an attached summary that keeps all districts at/below the RNR, but leaves the option of a property tax for sewer districts. The reason for this is that if the commission has any district (fire or utilities) above the RNR, there would be additional time to discuss the impact on users. Utility districts are meant to be user fee based, but with Reno County's history of using the property tax, user rates will likely have to double (or more) since the property tax covers an amount at least equal to that of most sewer district fees.

Remaining Budget Schedule

Below is a tentative budget schedule, along with deadlines from the State of Kansas, based on the county exceeding the Revenue Neutral Rate (RNR). Even if the RNR is not exceeded with the final budget, it is strongly recommended going through the process in anticipation of exceeding the RNR to protect the county. The purpose of following the process to exceed the RNR is that the rate is based on an estimated assessed valuation that may go up or down between now and November 1, 2023.

- July 20th – Last day to notify the County Clerk about Reno County's Revenue Neutral Rate (RNR) intentions.
- August 20th - September 20th: Hold RNR hearing prior to official budget hearing. Publication of hearing must be published in the newspaper and Online at least 10-days prior to the hearing.
- August 20th - September 20th: Hold official Budget Hearing with same publication requirements as used for the RNR hearing. The two hearings can be on the same day.
- August 20th - October 1st: Pass Resolution to exceed RNR and formally adopt 2023 budget.
- August 30th - October 1st: Certify budget and electronically submit to the County Clerk.

At today's commission meeting, the maximum budget needs to be set. When the commission decides the maximum budget amounts, there is still an opportunity to cut the various budgets, but not to increase the expenditures.

ALL OPTIONS:

If any Special District Fund will exceed the FY24 RNR:

1. Notice to Exceed RNR needs to be signed; and
2. RNR and Budget Hearing date needs to be set, which is proposed to be September 13, 2023

If no Special District Fund will exceed the FY24 RNR:

1. Budget Hearing date needs to be set, which is proposed to be August 9, 2023

RECOMMENDATION / REQUEST:

Staff recommends the action that approves the notice to Exceed the RNR and review the impacts of cuts, prior to adopting the budget.

1. Notice to Exceed RNR needs to be signed; and

2. RNR and Budget Hearing date needs to be set, which is proposed to be September 13, 2023

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The Reno County Board of Commissioners, acting as the governing body of

Reno County Fire Districts, Reno County Sewer Districts, and Reno County Water Districts

will meet on September 13, 2023 during the regularly scheduled meeting which begins at 9:00 a.m. in the Reno County Courthouse Veterans Room, 206 W. 1st., Hutchinson, KS, for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax Revenue Neutral Rates. Detailed budget information is available at the Reno County Clerk's office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget. Proposed Tax Rate is subject to change dependent on the final assessed valuation.

	Prior Year Actual 2022		Current Yr Estimate 2023		Proposed Budget Year 2024				
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	July 1, 2023 Estimated Valuation	Proposed Estimated Tax Rate*	Revenue Neutral Rate**
Special District Funds									
Fire District No. 2 General	2,289,408	21.634	2,656,713	22.927	2,890,807	2,505,291	106,630,222	23.495	21.270
Fire District No. 3 General	190,684	5.603	219,710	5.595	237,555	203,416	33,569,672	6.060	5.297
Fire District No. 4 General	202,397	5.495	255,275	6.270	297,125	267,152	37,416,153	7.140	5.984
Fire District No. 6 General	76,042	9.860	95,325	13.705	133,880	103,597	7,839,688	13.214	13.214
Fire District No. 7 General	92,615	7.403	111,870	8.333	130,845	107,489	12,830,664	8.378	7.833
Fire District No. 8 General	166,321	5.703	172,910	5.441	196,645	173,154	27,859,278	6.215	5.132
Fire District No. 8 Bond & Interest	6,118	0.000	0	0.000	0	0	27,859,278		
Fire District No. 9 General	174,361	4.575	203,130	5.035	265,130	228,426	34,696,992	6.583	6.742
Fire District No. 9 Bond & Interest	63,800	1.664	62,600	1.572	9,133	0	34,696,992		
Fire District Jt. No. 1 Rn-Km General	153,424	6.329	169,620	6.008	197,855	175,954	25,028,725	7.030	5.680
Fire District Jt. No. 2 Rn-Hv General	164,683	5.344	202,350	5.746	224,260	194,955	28,731,948	6.785	5.576
Fire District Jt No. 2 Rn-Hv Bond & Interest	18,139	0.634	25,740	0.935	23,242	15,207	28,731,948	0.529	0.907
Sewer District No. 1 (Cedarview)	2,383	12.043	6,145	10.471	6,583	0	291,382		8.593
Sewer District No. 3-10 (Blue Spruce)	10,712	16.234	62,025	8.597	76,267	0	3,393,144		7.792
Sewer District No. 3-10 (Blue Spruce) Bond & Interest	37,625	0.000	41,875	0.000	95,702	0	3,393,144		
Sewer District No. 201 (Yoder)	21,816	17.938	34,911	22.700	76,373	23,075	1,081,206	21.342	21.744
Sewer District No. 202 (HABIT)	24,933	21.927	38,872	22.071	66,071	24,536	1,203,924	20.380	21.593
Sewer District No. 8 (Highlands)	78,214	6.733	143,233	0.000	177,387	0	5,545,007		
Sewer District No. 8 (Highlands) Bond & Interest	99,250	12.055	102,750	8.502	203,673	50,550	5,545,007	9.116	7.639
Water District No. 8 (Highlands)	37,071	0.000	63,751	0.000	576,711	0			
Water District No. 101 (Yoder)	40,564	0.000	40,070	0.000	90,942	0			
Non-Budgeted Funds - A	875,114								
Non-Budgeted Funds - B	0								

*Tax rates are expressed in mills

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

Donna Patton

Clerk

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

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Reno County Fire Districts, Reno County Sewer Districts, and Reno County Water Districts

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	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	July 1, 2023 Estimated Valuation	Proposed Estimated Tax Rate*	Revenue Neutral Rate**
Fire District No. 2 General	2,289,408	21.634	2,656,713	22.927	2,653,594	2,268,078	106,630,222	21.270	21.270
Fire District No. 3 General	190,684	5.603	219,710	5.595	211,974	177,835	33,569,672	5.297	5.297
Fire District No. 4 General	202,397	5.495	255,275	6.270	253,888	223,915	37,416,153	5.984	5.984
Fire District No. 6 General	76,042	9.860	95,325	13.705	133,880	103,597	7,839,688	13.214	13.214
Fire District No. 7 General	92,615	7.403	111,870	8.333	123,865	100,509	12,830,664	7.833	7.833
Fire District No. 8 General	166,321	5.703	172,910	5.441	166,478	142,987	27,859,278	5.132	5.132
Fire District No. 8 Bond & Interest	6,118	0.000	0	0.000	0	0	27,859,278		
Fire District No. 9 General	174,361	4.575	203,130	5.035	265,130	228,426	34,696,992	6.583	6.742
Fire District No. 9 Bond & Interest	63,800	1.664	62,600	1.572	9,133	0	34,696,992		
Fire District Jt. No. 1 Rn-Km General	153,424	6.329	169,620	6.008	164,076	142,175	25,028,725	5.680	5.680
Fire District Jt. No. 2 Rn-Hv General	164,684	5.344	202,350	5.746	189,503	160,199	28,731,948	5.576	5.576
Fire District Jt No. 2 Rn-Hv Bond & Interest	18,139	0.634	25,740	0.935	23,242	15,207	28,731,948	0.529	0.907
Sewer District No. 1 (Cedarview)	2,383	12.043	6,145	10.471	6,583	0	291,382		8.593
Sewer District No. 3-10 (Blue Spruce)	10,712	16.234	62,025	8.597	76,267	0	3,393,144		7.792
Sewer District No. 3-10 (Blue Spruce) Bond & Interest	37,625	0.000	41,875	0.000	95,702	0	3,393,144		
Sewer District No. 201 (Yoder)	21,816	17.938	34,911	22.700	76,808	0	1,081,206		21.744
Sewer District No. 202 (HABIT)	24,933	21.927	38,872	22.071	67,531	0	1,203,924		21.593
Sewer District No. 8 (Highlands)	78,214	6.733	143,233	0.000	177,387	0	5,545,007		
Sewer District No. 8 (Highlands) Bond & Interest	99,250	12.055	102,750	8.502	203,673	0	5,545,007		7.639
Water District No. 8 (Highlands)	37,071	0.000	63,751	0.000	576,711	0			
Water District No. 101 (Yoder)	40,564	0.000	40,070	0.000	90,942	0			
Non-Budgeted Funds - A	875,114								
Non-Budgeted Funds - B	0								

*Tax rates are expressed in mills

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

Donna Patton

Clerk

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The Reno County Board of Commissioners, acting as the governing body of

Reno County Fire Districts, Reno County Sewer Districts, and Reno County Water Districts

will meet on August 9, 2023 during the regularly scheduled meeting which begins at 9:00 a.m. in the Reno County Courthouse Veterans Room, 206 W. 1st., Hutchinson, KS, for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax Revenue Neutral Rates. Detailed budget information is available at the Reno County Clerk's office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget. Proposed Tax Rate is subject to change dependent on the final assessed valuation.

Special District Funds	Prior Year Actual 2022		Current Yr Estimate 2023		Proposed Budget Year 2024				
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	July 1, 2023 Estimated Valuation	Proposed Estimated Tax Rate*	Revenue Neutral Rate**
Fire District No. 2 General	2,289,408	21.634	2,656,713	22.927	2,653,594	2,268,078	106,630,222	21.270	21.270
Fire District No. 3 General	190,684	5.603	219,710	5.595	211,974	177,835	33,569,672	5.297	5.297
Fire District No. 4 General	202,397	5.495	255,275	6.270	253,888	223,915	37,416,153	5.984	5.984
Fire District No. 6 General	76,042	9.860	95,325	13.705	133,880	103,597	7,839,688	13.214	13.214
Fire District No. 7 General	92,615	7.403	111,870	8.333	123,865	100,509	12,830,664	7.833	7.833
Fire District No. 8 General	166,321	5.703	172,910	5.441	166,478	142,987	27,859,278	5.132	5.132
Fire District No. 8 Bond & Interest	6,118	0.000	0	0.000	0	0	27,859,278		
Fire District No. 9 General	174,361	4.575	203,130	5.035	265,130	228,426	34,696,992	6.583	6.742
Fire District No. 9 Bond & Interest	63,800	1.664	62,600	1.572	9,133	0	34,696,992		
Fire District Jt. No. 1 Rn-Km General	153,424	6.329	169,620	6.008	164,076	142,175	25,028,725	5.680	5.680
Fire District Jt. No. 2 Rn-Hv General	164,684	5.344	202,350	5.746	189,503	160,199	28,731,948	5.576	5.576
Fire District Jt No. 2 Rn-Hv Bond & Interest	18,139	0.634	25,740	0.935	23,242	15,207	28,731,948	0.529	0.907
Sewer District No. 1 (Cedarview)	2,383	12.043	6,145	10.471	6,583	0	291,382		8.593
Sewer District No. 3-10 (Blue Spruce)	10,712	16.234	62,025	8.597	76,267	0	3,393,144		7.792
Sewer District No. 3-10 (Blue Spruce) Bond & Interest	37,625	0.000	41,875	0.000	95,702	0	3,393,144		
Sewer District No. 201 (Yoder)	21,816	17.938	34,911	22.700	76,808	23,510	1,081,206	21.744	21.744
Sewer District No. 202 (HABIT)	24,933	21.927	38,872	22.071	67,531	25,996	1,203,924	21.593	21.593
Sewer District No. 8 (Highlands)	78,214	6.733	143,233	0.000	177,387	0	5,545,007		
Sewer District No. 8 (Highlands) Bond & Interest	99,250	12.055	102,750	8.502	195,483	42,360	5,545,007	7.639	7.639
Water District No. 8 (Highlands)	37,071	0.000	63,751	0.000	576,711	0			
Water District No. 101 (Yoder)	40,564	0.000	40,070	0.000	90,942	0			
Non-Budgeted Funds - A	875,114								
Non-Budgeted Funds - B	0								

*Tax rates are expressed in mills

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

Donna Patton

Clerk



June 7, 2023

To: Randy Partington, Reno County Administrator
Reno County Commissioners

RE: City of Hutchinson Fire District #2 Reimbursement

The calculated monthly reimbursement amount for July 2023 – June 2024 is \$221,172 for the 2022 budget year. There is a credit of \$63,815. While the fire department may have spent above their budgeted amount, the fire department received a reimbursement of \$137,106 which more than offset that amount. The reimbursement was for salaries paid for the fire department to assist other municipalities with wildland fires.

Please let me know if you have questions.

Thank you,

A handwritten signature in black ink that reads "Angela Richard".

Angela Richard
Director of Finance

Fire Department 2023 Budget Summary

	2022	2022	2023
	<u>Approved</u>	<u>Actual</u>	<u>Approved</u>
Character Account			
Personnel Services	8,267,805	8,393,731	8,879,889
Contractual Services	576,533	501,031	595,340
Commodities	477,450	540,087	612,498
Capital Outlay	110,550	95,474	122,216
Total	<u>9,432,338</u>	<u>9,530,323</u>	<u>10,209,943</u>
Wildland Fire Reimbursements for Assist with Fires		(137,106)	
Fire General Fund MERF	676,958	676,958	649,618
Budgeted Sale of Equipment	0	0	0
Copier MERF	2,706	2,706	2,706
Pre-employment Physicals @800/each	3,200	3,200	3,200
Computer Device Replacement	10,000	10,000	10,000
Bond Fire Station #7 - GO Bond 2008-A	7,993	7,993	8,004
Training Facility HTG. & Air & Generators - GO Bond 2012A	25,260	25,260	25,680
Fire Station #3 - GO Bond 2015-B	159,501	159,501	159,443
Fire CTC Parking Lot - GO Bond 2016-B	33,443	33,443	33,343
Bond Fire Station #5 - GO Bond 2016-C	158,870	158,870	159,176
Fire Logistics Building - 2020A	7,538	7,538	2,388
Fire Station #1 Projected Bond Payment	244,125	0	391,675
General Fund Fire Station Maintenance - CIP Reserve	60,000	60,000	75,000
	<u>10,821,932</u>	<u>10,538,686</u>	<u>11,730,176</u>
City @ 77.47	8,383,751	8,164,320	City @ 76.83
County @ 22.53	2,438,181	2,374,366	County @ 23.17
2022 Difference in Budget to Actual		-63,815	
Total Adjustments			<u>-63,815</u>
			Total Reimb
			<u>2,654,066</u>
			Monthly Amount
			221,172



June 7, 2023

To: Randy Partington, Reno County Administrator
Reno County Commissioners

RE: City of Hutchinson Fire Department's 2024 Budget

For your consideration, I have included supporting documents for the City of Hutchinson Fire Department's 2024 Budget. I have included the summary page which includes prior years, 2023 budget and revised and the 2024 budget.

I have included the Municipal Equipment Reserve Fund (MERF) equipment listing for fire. Lease payments equal \$505,061 and other equipment purchases equal \$272,990 for a total of \$778,051.

Pre-employment physicals and computer replacement replacements are paid out of different departments budgets and are estimated. Bond payment details are provided.

The last item is the capital improvement projects which only includes a transfer into their CIP reserve for building maintenance. The rest of the capital improvement projects may be bonded together.

The total amount of all these items comes to \$12,637,043 which is \$906,867 higher than the budget for 2023. A large percent of this is due to inflation, especially with fuel, and raises. The percent that FD #2 pays varies based on the valuation. The formula is FD #2's valuation/Combined valuation of FD#2 and the City of Hutchinson. The reimbursement percentage has increased from the 2023 percentage.

Thank you,

A handwritten signature in black ink that reads "Angela Richard".

Angela Richard
Director of Finance

Fire Department 2024 Budget Summary

Fund:						
General Operating	2020	2021	2022	2023	2023	2024
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Revised</u>	<u>Budget</u>
Character Account						
Personnel Services	8,127,233	8,298,925	8,393,731	8,879,889	8,879,889	9,559,987
Contractual Services	492,721	478,532	501,031	595,340	595,340	623,236
Commodities	321,151	362,743	540,087	612,498	612,498	649,026
Capital Outlay	97,046	189,545	95,474	122,216	122,216	130,630
Total	<u><u>9,038,151</u></u>	<u><u>9,329,745</u></u>	<u><u>9,530,323</u></u>	<u><u>10,209,943</u></u>	<u><u>10,209,943</u></u>	<u><u>10,962,879</u></u>
Wildland Fire Reimbursements for Assist with Fires		-247,665	-137,106			
Fire General Fund MERF	861,086	671,561	676,958	649,618	649,618	778,051
Budgeted Sale of Equipment	-160,000	0	0	0	0	0
Tyler Tech Disptach Software	0	0	0	0	0	39,333
Copier MERF	0	2,706	2,706	2,706	2,706	3,202
Pre-employment Physicals @800/each	3,200	3,200	3,200	3,200	3,200	3,200
Computer Device Replacement	10,000	10,000	10,000	10,000	10,000	10,000
Bond Fire Station #7 - GO Bond 2008-A	7,063	6,859	7,993	8,004	8,004	7,777
CTC HTG. & Air & Generators - GO Bond 2012A	21,915	26,199	25,260	25,680	25,680	0
Fire Station - GO Bond 2015-B	159,386	156,566	159,501	159,443	159,443	156,450
Fire CTC Parking Lot - GO Bond 2016-B	33,144	33,500	33,443	33,343	33,343	33,201
Fire Station #5 - GO Bond 2016-C	161,504	161,747	158,870	159,176	159,176	159,176
Logistic Building - GO Bond 2020A		7,688	7,538	2,388	7,388	7,238
Fire Station Projects - GO Bond 2024A Projected						9,276
Fire Station #1 Conceptual Drawings	25,000					
Fire Station #1			0	391,675	391,322	392,260
General Fund Fire Station Maintenance - CIP Reserve	50,000	60,000	60,000	75,000	75,000	75,000
	<u>10,210,449</u>	<u>10,222,106</u>	<u>10,538,686</u>	<u>11,730,176</u>	<u>11,734,823</u>	<u>12,637,043</u>
			8,164,320	9,012,294	9,015,865	9,796,236
			2,374,366	2,717,882	2,718,958	2,840,807

Row Labels	2020		2021		2022		2023		2024 Budget
	LY3 Original Budget	LY3 Actual	LY2 Original Budget	LY2 Actual	LY Original Budget	LY Actual	CY Original Budget	Projected Actual Amount	
	11 - Salaries	5,708,409	5,789,978	6,000,275	5,860,741	5,868,550	5,939,654	6,091,240	
51100 - Salaries	5,431,864	5,220,273	5,723,730	5,231,151	5,592,005	5,332,411	5,814,695	5,814,695	6,447,544
51150 - Overtime	276,545	569,705	276,545	629,590	276,545	607,243	276,545	290,372	300,535
12 - Payroll Taxes	2,341,223	2,337,255	2,370,774	2,438,185	2,399,255	2,454,077	2,545,072	2,545,072	2,811,908
51200 - Workman's Compensation	224,009	224,009	233,311	233,311	213,610	211,515	180,645	180,645	160,773
51210 - Unemployment Compensation	5,432	6,033	5,724	5,569	5,592	5,649	5,799	5,799	6,447
51220 - Social Security	2,495	2,317	2,608	2,200	2,396	2,342	2,586	2,586	2,797
51230 - Medicare	82,772	79,525	87,004	80,451	85,094	81,903	88,302	88,302	97,847
51240 - Health Insurance	779,526	767,807	679,830	795,509	748,734	804,542	881,152	881,152	990,822
51250 - KPERS Retirement	3,868	3,704	3,732	3,498	3,439	3,827	3,516	3,516	4,042
51260 - KP&F	1,243,027	1,253,736	1,358,471	1,317,527	1,340,296	1,344,190	1,382,947	1,382,947	1,549,055
51270 - Taxable Life Insurance	94	125	94	121	94	109	125	125	125
21 - Professional Service	0	0	0	2,138	65,000	-	65,000	65,000	71,800
52140 - Outside Medical Services	0	0	0	2,138	65,000	-	65,000	65,000	71,800
22 - Communication	2,100	5,689	2,100	3,377	5,500	3,495	5,500	5,500	5,000
52210 - Postage	500	870	500	1,669	1,500	923	1,500	1,500	1,500
52211 - Printing/Copying	1,600	4,819	1,600	1,709	4,000	2,572	4,000	4,000	3,500
23 - Travel & Training	82,700	85,590	83,300	78,054	93,050	104,710	93,050	93,450	109,690
52330 - Mileage Reimbursement	50	393	300	-	300	-	300	300	300
52340 - Travel Expenses	15,500	12,510	15,500	5,147	15,500	17,934	15,500	15,500	15,500
52360 - Training	67,150	72,687	67,500	72,907	77,250	86,776	77,250	77,650	93,890
24 - Dues and Fees	2,930	2,639	2,390	4,225	3,344	2,782	3,344	3,344	3,500
52453 - Dues and Memberships	2,930	2,639	2,390	4,225	3,344	2,782	3,344	3,344	3,500
25 - Insurance	116,850	115,432	117,794	117,852	115,843	119,789	126,097	111,097	109,299
52144 - Risk Management	13,550	12,132	13,500	13,558	14,000	17,946	29,506	14,506	14,506
52510 - Property and Fire Insurance	103,300	103,300	104,294	104,294	101,843	101,843	96,591	96,591	94,793
26 - Utilities	154,623	127,928	82,996	138,604	166,710	163,682	186,639	185,800	195,642
52610 - Electricity	78,200	68,803	0	70,315	82,110	80,770	93,605	93,605	97,724
52620 - Gas	37,853	17,298	26,000	19,386	26,000	30,423	33,280	33,280	34,744
52630 - Water	200	164	0	232	200	202	200	200	209
52635 - Stormwater Fee	7,000	6,101	7,000	6,101	7,000	6,161	7,000	6,161	6,161
52640 - Telephone	16,150	21,930	24,576	20,883	25,700	24,826	26,214	26,214	32,700
52643 - Television	6,220	5,637	6,220	4,472	6,400	2,988	6,528	6,528	3,400
52645 - Internet	4,200	4,379	14,400	13,200	14,400	14,656	14,688	14,688	15,500
52650 - Sewer	3,300	2,655	3,300	2,955	3,300	2,596	3,300	3,300	3,300
52660 - Landfill/Water Assess	1,500	960	1,500	1,060	1,600	1,060	1,824	1,824	1,904
27 - Repairs	109,500	94,369	109,500	91,029	53,000	34,612	40,500	40,500	40,760
52710 - Building Repairs	15,000	16,763	15,000	7,226	20,000	19,297	19,000	19,000	19,760
52740 - Vehicle Repairs	61,500	56,381	61,500	68,629	0	(1,500)	0	-	0
52754 - Other Equipment Repairs	25,000	15,919	25,000	14,630	25,000	15,667	20,000	20,000	20,000
52760 - Office Equipment Repairs	3,500	1,100	3,500	405	3,500	1,149	1,500	1,500	1,000
52770 - Other Repairs	4,500	4,207	4,500	139	4,500	-	0	-	0
28 - Rent	4,200	1,348	4,756	11	4,756	165	2,750	2,750	1,500
52840 - Office Equipment Rent	1,700	21	2,256	-	2,256	-	1,250	1,250	500
52850 - Machinery Rent	2,500	1,327	2,500	11	2,500	165	1,500	1,500	1,000
29 - Contractor Payments	60,300	59,727	57,300	43,244	69,330	71,796	72,460	73,530	86,045
52902 - Awards	6,500	8,555	3,500	4,462	4,500	6,212	5,265	5,265	6,500
52954 - Laundry & Uniform Cleaning	2,000	203	2,000	51	2,000	461	1,600	1,600	500
52980 - Misc Contractual Services	51,800	50,969	51,800	38,730	62,830	65,124	65,595	66,665	79,045
31 - Office Supplies	9,900	8,625	9,900	13,470	14,000	7,507	12,450	12,450	11,660
53101 - Office Supplies	4,900	3,457	4,900	4,806	4,900	4,878	5,250	5,250	5,460
53102 - Magazines	600	580	600	159	600	159	200	200	200
53110 - Library Books	4,400	4,515	4,400	7,641	8,500	2,480	7,000	7,000	6,000
54995 - Credit Card Clearing Charges	0	73	0	863	0	(10)	0	-	0
32 - Supplies and Materia	325,975	312,526	343,200	350,137	477,450	532,569	600,048	600,048	637,366
53201 - Agriculture & Hort Supplies	1,000	3,779	1,000	3,013	3,000	1,097	3,000	3,000	3,120
53203 - Chemicals	7,500	9,945	7,500	8,677	5,500	5,596	6,435	6,435	5,200
53204 - Cleaning Supplies	12,000	12,808	12,000	11,872	12,000	11,425	13,400	13,400	13,936
53209 - Household Supplies	2,000	2,012	2,000	1,993	2,000	289	2,000	2,000	2,080
53210 - License Plates	175	92	100	12	150	30	150	150	150
53212 - Lumber	3,000	3,060	3,000	6,126	5,500	4,444	6,435	6,435	6,435
53213 - Medical & Lab	1,200	1,438	3,000	3,289	3,000	2,668	3,000	3,000	3,000
53214 - Minor Equipment	16,900	16,134	16,900	19,515	18,900	11,996	21,735	21,735	22,604

Row Labels	2020		2021		2022		2023		2024 Budget
	LY3 Original Budget	LY3 Actual	LY2 Original Budget	LY2 Actual	LY Original Budget	LY Actual	CY Original Budget	Projected Actual Amount	
	53215 - Electrical Supplies	0	0	0	-	0	-	0	
53216 - Motor Vehicle Parts	113,000	109,222	113,000	128,077	229,500	232,164	255,000	255,000	275,000
53217 - Paint & Supplies	500	896	500	343	500	680	500	500	520
53218 - Plumbing Supplies	0	21	0	-	0	-	0	-	0
53221 - Wearing Materials/Clothing	73,000	92,241	88,500	65,673	88,500	120,279	103,545	103,545	110,765
53225 - Recreational Supplies	3,900	3,822	3,900	4,829	3,900	6,076	4,563	4,563	4,750
53228 - Gasoline	15,100	9,960	15,100	17,533	19,200	27,402	27,456	27,456	29,600
53229 - Propane	500	56	500	170	300	37	429	429	446
53230 - Diesel	68,700	43,129	68,700	67,560	78,000	100,484	144,000	144,000	149,760
53233 - Promo & Community Relations	7,500	3,912	7,500	11,454	7,500	7,904	8,400	8,400	10,000
43 - Capital Improvements	102,800	97,046	110,300	188,681	110,550	95,484	122,216	117,916	130,630
54301 - Specialized Dept Equip	48,800	49,520	48,800	69,099	48,800	41,831	55,156	55,156	59,656
54306 - Medical and Lab Equipment	20,200	18,043	25,200	21,922	25,000	23,421	28,000	28,000	31,000
54307 - Motor Vehicles	0	0	0	-	0	-	0	-	0
54308 - Office Equipment	13,800	12,760	13,800	11,409	14,250	15,325	15,960	15,960	20,150
54311 - Radio & Communication Equip	2,500	2,100	5,000	9,175	5,000	4,759	5,600	5,600	5,824

2024 MERF or CIP Budget Detail with Project

Dept	Description	2024	2025	2026	2027	2028	Total
Fire	Engine 4 (10 year) 2022-2032	95,686	95,686	95,686	95,686	95,686	478,430
	Engine 6 10 Yr Accrual Until 2027	49,936	49,936	49,936	49,936		199,744
	Rescue Engine 3 - 9 Year Lease through	73,115	73,115	73,115	73,115		292,460
	Truck 3 Aerial Platform truck, 10 yr lease	122,067	122,067	122,067	122,067	122,067	610,335
	Truck 4 - Aerial, payment through 2031	164,257	164,257	164,257	164,257	164,257	821,285
	Engine 5 Replacement (10 Year) 2025-		110,000	110,000	110,000	110,000	440,000
	Engine 1 - Fire Pumper Replacement (10				115,000		115,000
	Engine 6 (10 Year) 2027-2037					125,000	125,000
	Engine 7 Replacement					120,000	120,000
	Rescue Engine 3 Replacement (10 Year)					135,000	135,000
	Car 12 Replacement - Pickup Truck	75,000					75,000
	Personal Protective Gear	73,990	85,000	97,800	112,500	129,400	498,690
	Radio, Mobile/Portable Upgrade	36,500	36,500	36,500	36,500	36,500	182,500
	SCBA Units	87,500	115,500	152,500	194,500		550,000
	Car 4 Replacement - Pickup Truck			80,000			80,000
	Tender 4 Replacement			300,000			300,000
	Car 1 Replacement Pickup Truck				100,000		100,000
	Jaws of Life Rescue Unit				35,500		35,500
	Car 8 Replacement					105,000	105,000
	Wildland- Type 3 Brush Truck Build	195,000					195,000
	Wildland- Heavy Wildland - Brush 32			400,000			400,000
	Replacement						
	Wildland - Heavy Wildland - Brush 42				440,000		440,000
	Replacement						
	Wildland Funds	(195,000)		(40,000)	(440,000)		(675,000)
	Total	\$778,051	\$852,061	\$1,641,861	\$1,209,061	\$1,257,910	\$5,738,944

Capital Improvement Projects

2024

50

CTC Remodel (Phase 1)

Men's Bathroom Remodel to insure compliance with ADA and additional regulations. Due to COVID Building Materials have increased

40,000

Fire Station Maintenance

Maintenance of 6 fire stations and central training center. It includes HVAC, roof, paint, and other general maintenance items.

Station 4 Window Replacement \$30,000

Station 7 Bay Paint \$7,500

75,000

Fire Station Accreditation Recommendations**Cancer Initiative - Architectural Drawings for Stations 3, 5, and 7**

Fire Station Accreditation Recommendations

Cancer Initiative - Architectural Drawings for Stations 3, 5, and 7

25,000

Concrete Replacement - Training Grounds

Concrete Replacement - Training Grounds

50,000

Grand Total**190,000**

General Obligation Bonds
2017-A Series
November 22, 2017
Original Value \$1,973,750

Fire Department

Fiscal Period	Principal	Interest	Total
2022	6,944	1,049	7,993
2023	6,944	1,061	8,004
2024	6,944	834	7,777
2025	8,101	745	8,846
2026	8,101	526	8,626
2027	8,101	360	8,461
2028	9,258	1,342	10,600
	<u>54,391</u>	<u>5,916</u>	<u>60,307</u>

Refinance Fire Station #7 from 2008

\$135,398

General Obligation Bonds
2019A Series-Refund 2012A
May 15, 2012
Original Value: \$1,890,000

Fire Department

<u>Fiscal Period</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	20,297	4,963	25,260
2023	20,860	4,820	25,680
	<u>\$41,157</u>	<u>\$9,783</u>	<u>\$50,940</u>

Back-up fire department generators	\$63,114
Fire training center heating & cooling replacer	<u>150,000</u>
	<u>\$213,114</u>

General Obligation Bonds
2015-B Series
12/1/2015
Original Value \$2,470,000

Fiscal Period	Principal	Interest	Total	Rates
2022	146,767	12,734	159,501	2.000%
2023	149,644	9,799	159,443	2.000%
2024	149,644	6,806	156,450	2.000%
2025	152,522	3,813	156,335	2.000%
	598,578	33,152	631,730	

Interest due April 1 and October 1. Principal due October 1.

Fire Station 1,327,050

**General Obligation Bonds
2016-B Series
June 4, 2016
Original Value \$3,970,000**

Fire Department

Fiscal Period	Principal	Interest	Total
2022	29,143	4,300	33,443
2023	30,209	3,135	33,343
2024	31,275	1,926	33,201
2025	32,341	1,301	33,642
2026	32,696	654	33,350
	<u>261,217</u>	<u>39,293</u>	<u>300,509</u>

Fire CTC Parking Lot Overlay \$282,185

General Obligation Bonds
2016-C Series
Estimated: September 1, 2016
Original Value \$2,165,000

Fire Department

Fiscal Period	Principal	Interest	Total
2022	143,871	14,999	158,870
2023	146,932	12,122	159,053
2024	149,993	9,183	159,176
2025	149,993	6,183	156,176
2026	159,176	3,184	162,359
	<u>1,310,140</u>	<u>131,871</u>	<u>1,442,011</u>

Fire Station #5

\$1,368,009

General Obligation Bonds
2020-A Series
5/14/2020
Original Value \$115,000

Fire Department

Fiscal Period	Principal	Interest	Total
2022	5,000	2,538	7,538
2023	5,000	2,388	7,388
2024	5,000	2,238	7,238
2025	5,000	2,088	7,088
2026	5,000	1,938	6,938
2027	5,000	1,788	6,788
2028	5,000	1,638	6,638
2029	5,000	1,538	6,538
2030	5,000	1,438	6,438
2031	5,000	1,338	6,338
2032	5,000	1,238	6,238
2033	5,000	1,138	6,138
2034	5,000	1,038	6,038
2035	5,000	938	5,938
2036	10,000	838	10,838
2037	10,000	638	10,638
2038	10,000	438	10,438
2039	10,000	225	10,225
	110,000	25,413	135,413

Logisitic Building

\$115,000

General Obligation Bonds
2022-A
June 24, 2022
\$5,160,000

Fiscal Period	Principal	Interest	Total	Rates
2022	0	0	0	
2023	94,679	296,643	391,322	5.000%
2024	168,318	223,942	392,260	5.000%
2025	178,838	215,526	394,364	5.000%
2026	186,728	206,584	393,312	5.000%
2027	194,618	197,248	391,865	5.000%
2028	205,138	187,517	392,654	5.000%
2029	218,287	177,260	395,547	5.000%
2030	226,177	166,346	392,523	5.000%
2031	239,327	155,037	394,364	5.000%
2032	249,847	143,070	392,917	5.000%
2033	265,627	130,578	396,205	5.000%
2034	276,147	117,297	393,443	4.000%
2035	289,297	106,251	395,547	4.000%
2036	302,446	94,679	397,125	4.000%
2037	310,336	82,581	392,917	4.000%
2038	323,486	70,168	393,654	4.000%
2039	336,636	57,228	393,864	4.000%
2040	352,416	43,763	396,179	4.000%
2041	365,566	29,666	395,232	4.000%
2042	376,086	15,043	391,129	4.000%
	<u>5,160,000</u>	<u>2,716,426</u>	<u>7,876,426</u>	

Interest due April 1 and October 1. Principal due October 1.

Fire Station #1	<u>5,160,000</u>	100.0%
	<u>\$5,160,000</u>	100.0%

General Obligation Bonds
2024-A Series Estimated
Estimated: Summer 2024
Estimated Value \$115,000

Fiscal Period	Principal	Interest	Total	Rates
2024	3,526	5,750	9,276	5.000%
2025	3,686	5,574	9,260	5.000%
2026	3,847	5,389	9,236	5.000%
2027	4,007	5,197	9,204	5.000%
2028	4,167	4,997	9,164	5.000%
2029	4,488	4,788	9,276	5.000%
2030	4,648	4,564	9,212	5.000%
2031	4,969	4,332	9,300	5.000%
2032	5,129	4,083	9,212	5.000%
2033	5,449	3,827	9,276	5.000%
2034	5,610	3,554	9,164	5.000%
2035	5,930	3,274	9,204	5.000%
2036	6,251	2,977	9,228	5.000%
2037	6,571	2,665	9,236	5.000%
2038	6,892	2,336	9,228	5.000%
2039	7,213	1,991	9,204	5.000%
2040	7,533	1,631	9,164	5.000%
2041	8,014	1,254	9,268	5.000%
2042	8,334	853	9,188	5.000%
2043	8,735	437	9,172	
	<u>115,000</u>	<u>69,473</u>	<u>184,473</u>	

Interest due April 1 and October 1. Principal due October 1.

CTC Remodel (Phase 1)	40,000	34.8%
Fire Station Accredited Cancer Initiative - Architect Drawings	25,000	21.7%
Concrete Replacement - Training Grounds	50,000	43.5%
	<u>\$115,000</u>	100.0%

Fire District 3

Unit type and number, equipment	Model year	Planned year to replace	Estimated Replacement Cost	Cost per year	Service life
Brush 392	2022	2032	130000	13000	10 years
Engine 383	1997	2023	375000	18750	20 years
Engine 384	2001	2026	375000	18750	20 years
Brush 394	2004	2029	130000	13000	10 years
Brush 395	2008	2033	130000	13000	10 years
Tender 390	2009	2034	275000	11000	25 years
Brush 393	2013	2038	130000	13000	10 years
Command 360	2020	2045	50000	3333.33	15 years
SCBA (12 Total, 6 at a time)		2021/2028	60000	3000	2023 purchased 6
New Nickerson Station		2024	450000	11250	40 years
UTV	2023	2038	35000	2333.33	15 years
				0	
				0	
total required set back per year				120416.67	

Special Equipment Rollover

2011	60000
2012	46000
2013	65000
2014	55000
2015	85000
2016	70000
2017	80000
2018	95000
2019	84000
2020	88000
2021	93000
2022	98000
Average Rollover	76583.33
Average Yearly Deficit	-43833.33

Fire District 6

Unit type and number, equipment	Model year	Planned year to replace	Estimated Replacement Cost	Cost per year	Service Life	
Brush 694	1996	2027	130000	13000	10 Years	
Brush 695	1985	2026	130000	13000	10 Years	
Tender 690	1982	2024	275000	11000	25 Years	
Engine 682 (Rice Co)	2000	2028	350000	17500	20 Years	
Brush 686	1979	2029	150000	15000	10 Years	
Brush 687 (new)	1991	2027	130000	13000	10 years	
bunker gear		2031	30000	1200		removed from CIP to general fund
airpacks		2029	200000	8000	25 years	
building renovation		2030	100000	4000	25 years	
air bottles		2023	21000	1050	20 years	
				0		
				0		
				0		
				0		
total required set back per year				96750		

Special Equipment Rollover

2011	3700
2012	0
2013	15000
2014	10000
2015	9000
2016	9000
2017	23000
2018	26000
2019	22000
2020	28000
2021	0
2022	6000
Average Rollover	12641.67
Average Yearly Deficit	-84108.3

Fire District 7

Unit type and number, equipment	Model year	Planned year to replace	Estimated Replacement Cost	Cost per year	Service Life
Engine 781	1989	2025	350000	17500	20 years
Brush 793	1985	2024	130000	13000	10 years
Brush 794	1999	2024	130000	13000	10 years
Brush 795	2001	2024	130000	13000	10 years
Brush 787	1984	2025	150000	15000	10 years
786	1969	2023	0	0	
Tender 790	1992	2026	275000	11000	25 years
bunker gear		2030	100000	0	removed from CIP to general fund
airpacks		2039	200000	8000	25 years
building construction		2024	400000	10000	40 years
land		2023	5000	0	
				0	
				0	
				0	
				0	
				0	
total required set back per year				100500	

Special Equipment Rollover

2011	36755
2012	24000
2013	20000
2014	20000
2015	27000
2016	30000
2017	30000
2018	32000
2019	34000
2020	34000
2021	23000
2022	36000
Average Rollover	28896.25
Average Yearly Deficit	-71603.75

Fire District 8

Unit type and number, equipment	Model year	Planned year to replace	Estimated Replacement Cost	Cost per year	Service Life
Engine 881	1991	2026	350000	17500	20 years
Engine 882	1991	2026	350000	17500	20 years
Tender 890	2000	2028	275000	11000	25 years
Tender 891	2000	2028	275000	11000	25 years
Brush 892	2010	2035	100000	10000	10 years
Brush 893	2001	2023	130000	13000	10 years
Brush 894	1985	2023	0	0	Not added on clear gov--Reserve truck
Brush 895	2018	2043	30000	3000	10 years
bunker gear		2030	100000	0	removed from CIP to general fund
airpacks		2039	100000	4000	25 years
building renovation		2022	100000	4000	25 years
				0	
				0	
				0	
				0	
				0	
				0	
total required set back per year				91000	

Special Equipment Rollover

2011	42500
2012	9000
2013	30000
2014	8000
2015	30000
2016	50000
2017	40000
2018	44000
2019	33000
2020	45000
2021	70000
2022	36000
Average Rollover	36458.33
Average Yearly Deficit	-54541.7

Fire District 9

Unit type and number	Model year	Planned year to replace	Estimated Replacement Cost	Cost per year	Service Life	
Engine 982	1995	2027	350000	17500	20 years	not in clear gov
Engine 983	1994	2023	350000	17500	20 years	
Tender 990	2016	2041	300000	12000	25 years	
Brush 991	1999	2025	130000	13000	10 years	
Brush 995 (NEW)	2021	2046	130000	13000	10 years	
Brush 993 (NEW)	2021	2046	130000	13000	10 years	
Brush 994 (6x6)	1990	2033	110000	7333.333333	15 years	
Engine PP 982	1995	2028	350000	17500	20 years	
bunker gear		2032	100000	0		removed from CIP to general fund
airpacks		2037	200000	8000	25 years	
cascade system	2023	2048	100000	4000	25 years	
total required set back per year				122833.33		

Special Equipment Rollover

2011	70000
2012	22046
2013	70000
2014	70000
2015	75000
2016	95000
2017	108900
2018	105000
2019	102000
2020	105000
2021	78000
2022	78000
Average rollover	81578.83

Average Yearly Deficit -41254.50

Fire District Joint 1 (Reno/Kingman)

Unit type and number, equipment	Model year	Planned year to replace	Estimated Replacement Cost	Cost per year	Service Life	
B192	2002	2026	130000	13000	10 Years	Possibly get new chassis and extend life
B193	2001	2027	130000	13000	10 Years	
B195	2008	2030	130000	13000	10 Years	
B184	1989	2025	150000	10000	15 Years	
B185	2006	2031	150000	10000	15 Years	
T190	2006	2032	275000	11000	25 Years	
E182	2020	2045	350000	14000	25 Years	
R1	2005	2035	100000	5000	20 Years	
C160	2022	2037	60000	4000	15 Years	
airpacks		2029	100000	4000	25 Years	
bldg maintain			100000	4000	25 Years	
bunker gear			30000	0		removed from CIP to general fund
				0		
				0		
total required set back per year				101000		

Special Equipment Rollover

2011	29450
2012	29000
2013	20000
2014	20000
2015	45000
2016	45000
2017	60000
2018	60000
2019	51000
2020	75000
2021	69000
2022	64000
Average rollover	47287.5
Average Yearly Deficit	-53712.5

Fire District Joint 2 (Reno/Harvey)

Unit type and number, equipment	Model year	Planned year to replace	Estimated Replacement Cost	Cost per year	Service Life	
Engine 581	2001	2026	350000	17500	20 years	
Tender 590	2024	2049	275000	11000	25 years	
Large Brush 587	1986	2035	140000	9333.33	15 years	
Brush 592	2002	2027	130000	13000	10 years	
Brush 593	2005	2030	130000	13000	10 years	
Brush 594	1999	2022	130000	13000	10 years	
Command 560	2006	2031	60000	4000	15 years	
Bunker Gear- 12 sets	2009	2022	44400	0		removed from CIP to general fund
Bunker Gear- 7 sets	2015	2025	25900	0		removed from CIP to general fund
Wild Land Gear- 22 sets	2017	2027	19800	0		removed from CIP to general fund
airpacks- bottles	2023	248	25300	1012	25 years	
UTV	2023	2038	35000	2333.33	15 years	
				0		
				0		
				0		
				0		
total required set back per year				84178.67		

Special Equipment Rollover

2012	47000
2013	55000
2014	60000
2015	60000
2016	50000
2017	70000
2018	76000
2019	46000
2020	80000
2021	83000
2022	17000
Average Rollover	58545.45
Average Yearly Deficit	-25633.21



AGENDA ITEM

AGENDA ITEM #8.C

AGENDA DATE: July 12, 2023

PRESENTED BY: Melissa Romme, partner from AdamsBrown, LLC; and Jami Benyshek, manager from AdamsBrown, LLC with introduction by County Administrator Randy Partington

AGENDA TOPIC:

Presentation of [2022 Audit Report](#)

SUMMARY & BACKGROUND OF TOPIC:

Presentation of the 2022 Audit Report

- Reno County Primary Government Financial Statement with Independent Auditors' Report for the year ended December 31, 2022 (with required supplementary information and with Schedule of Expenditures of Federal Awards "SEFA")
- Governance Letter addresses the conduct of the audit, such as whether there were difficulties, disagreements, management representations, whether there were other "findings" (This letter describes no problems or "findings".)

The annual audit meets the requirements of:

- Kansas Statutes such as K.S.A. 75-1122 and 75-1120a(c)
- Various bond issuances and ongoing bond reporting
- Various grant conditions, and federal "Uniform Guidance" as a recipient of federal awards

Reno County's basis of accounting is a regulatory basis in accordance with Kansas Municipal Audit and Accounting Guide "KMAAG". KMAAG is a basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the state of Kansas.

Reno County provides AdamsBrown, LLC a signed Management Representation letter for the 2022 audit, acknowledging Reno County responsibility for the financial statement, internal controls, compliance with laws and regulations, etc. The letter is to be signed by the County Administrator and Commission Chair or Vice-Chair. (This should be done prior to or during the meeting.)

ALL OPTIONS:

- Provide to AdamsBrown, LLC the signed Management Representation Letter and approve the 2022 Audit Report as presented
- No alternative expected

RECOMMENDATION / REQUEST:

Provide the signed Management Representation Letter and approve the 2022 Audit Report as presented.

POLICY / FISCAL IMPACT:

Completion of the audit meets the Kansas Statutory requirements, bond requirements, grant requirements, and federal award requirements. Fiscal impact cannot be quantified but is certainly favorable.

July 12, 2023

AdamsBrown, LLC
718 Maine, Suite 224
Hays, Kansas 67601

This representation letter is provided in connection with your audit of the primary government financial statement of Reno County, Kansas as of December 31, 2022 and for the year then ended, and the disclosures (collectively, the “financial statement”), for the purpose of expressing an opinion as to whether the primary government financial statement is presented fairly, in all material respects, in accordance with the regulatory basis of accounting.

We confirm, to the best of our knowledge and belief, as of July 12, 2023, the following representations made to you during your audit.

Financial Statement

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated February 10, 2022, including our responsibility for the preparation and fair presentation of the primary government financial statement in accordance with the regulatory basis of accounting and for preparation of the supplementary information in accordance with the applicable criteria.
- The primary government financial statement referred to above is fairly presented in conformity with the regulatory basis of accounting and includes all properly classified funds and other financial information of the reporting entity required by the regulatory basis of accounting to be included in the financial reporting entity.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the primary government financial statement that is free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates are reasonable.
- There are no known related-party relationships or transactions that need to be accounted for or disclosed in accordance with the regulatory basis of accounting.
- Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the primary government financial statement that would require adjustment to or disclosure in the primary government financial statement or in the schedule of findings and questioned costs.

- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with the regulatory basis of accounting.
- Guarantees, whether written or oral, under which the County is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the primary government financial statement, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - Additional information that you have requested from us for the purpose of the audit.
 - Unrestricted access to persons within the County from whom you determined it necessary to obtain audit evidence.
 - Minutes of the meetings of the County Commission or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the primary government financial statement and the schedule of expenditures of federal awards.
- We have disclosed to you the results of our assessment of the risk that the primary government financial statement may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the County and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the primary government financial statement.
- We have no knowledge of any allegations of fraud or suspected fraud affecting the County's primary government financial statement communicated by employees, former employees, regulators, or others.
- We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing the primary government financial statement.
- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the primary government financial statement.
- We have disclosed to you the names of the County's related parties and all the related party relationships and transactions, including any side agreements.

Government – specific

- There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- We have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.
- We have a process to track the status of audit findings.
- We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- We have provided our views on reported findings and conclusions, as well as our planned corrective actions, for the report.
- The County has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or unencumbered cash balances.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- We have appropriately disclosed all information for conduit debt obligations in accordance with the regulatory basis of accounting.
- We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements that we believe have a material effect on the primary government financial statement.
- There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets except as noted in the audit report), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the primary government financial statement, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- As part of your audit, you assisted with preparation of the schedule of expenditures of federal awards and the data collection form. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and ensure that the County's data and records are complete and receive sufficient information to oversee the services. We have reviewed, approved, and accepted responsibility for the schedule of expenditures of federal awards and the data collection form.

- The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- The County has complied with all aspects of contractual agreements that would have a material effect on the primary government financial statement in the event of noncompliance.
- The primary government financial statement excludes all related municipal entities.
- The primary government financial statement properly classifies all funds and activities.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Deposits are properly classified as to risk and are properly disclosed.
- With respect to the supplementary information as outlined in the table of contents:
 - We acknowledge our responsibility for presenting the supplementary information in accordance with the regulatory basis of accounting, and we believe the supplementary information, including its form and content, is fairly presented in accordance with the regulatory basis of accounting. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - If the supplementary information is not presented with the audited primary government financial statement, we will make the audited primary government financial statement readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.
- With respect to federal award programs:
 - We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
 - We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
 - If the SEFA is not presented with the audited primary government financial statement, we will make the audited primary government financial statement readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditors' report thereon.
 - We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made

during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

- We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- We are responsible for establishing, designing, implementing and maintaining, and have established, designed, implemented and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- We have received no requests from a federal agency to audit one or more specific programs as a major program.
- We have complied with the direct and material compliance requirements except for noncompliance disclosed to you, including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.
- We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.
- Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.

- We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
- No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditors' report.
- Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the primary government financial statement has been prepared.
- The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- We have monitored subrecipients, as necessary, to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- We have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- We have charged costs to federal awards in accordance with applicable cost principles.
- We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

- We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Signed

Signed



AGENDA ITEM

AGENDA ITEM #8.D

AGENDA DATE: July 12, 2023

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Approval of Resolution No. 2023-15, authorizing the issuance of general obligation bonds for the payment of a land purchase in HABIT for a joint sewer project and approval of Resolution No. 2023-16, authorizing and directing the issuance, sale and delivery of taxable general obligation temporary notes.

SUMMARY & BACKGROUND OF TOPIC:

At the last commission meeting, the commission was presented with and discussed financing options for the purchase of land required for the Yoder/HABIT sewer district project. Cost for the land is \$350,000. The option chosen by the commission was to issue temporary notes with county funds that will be repaid by the sewer districts when financing for the project is in place. Attached are the documents required to be approved to move forward with the temporary notes.

History of Sewer Districts' Project:

The sewer districts have been in the need of system enhancements/upgrades since 2018. In 2019, Schwab Eaton prepared a report of the sewer district options that had a cost of around \$3 million. Since that time, we have learned of a proposed expansion of the law enforcement center that made the project to be reevaluated. Inflationary costs have also risen since that time. The most recent estimate for the project is \$6,133,100 that includes the \$350,000 needed for the purchase of land required. The land required is on property that we currently use for HABIT's lagoons. Additional lagoons are needed for both the Yoder sewer district and the expansion of the law enforcement training center. There will also be adequate land if more lagoons are needed in the future with possible industrial growth.

ALL OPTIONS:

1. Adopt Resolutions 2023-15 and 2023-16, allowing for the purchase of land in HABIT for a necessary sewer project.
2. Table the Resolutions to the next meeting on July 26, 2023

RECOMMENDATION / REQUEST:

1. Adopt Resolutions 2023-15 and 2023-16, allowing for the purchase of land in HABIT for a necessary sewer project.

**EXCERPT OF MINUTES OF A MEETING
OF THE BOARD OF COUNTY COMMISSIONERS OF
RENO COUNTY, KANSAS
HELD ON JULY 12, 2023**

The governing body of the County met in regular session at the usual meeting place in the County, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE MAKING OF CERTAIN SEWER TREATMENT IMPROVEMENTS TO SERVE SEWER DISTRICT NOS. 201 (YODER) AND 202 (H.A.B.I.T.), RENO COUNTY, KANSAS; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PAYMENT OF A PORTION OF THE COSTS THEREOF.

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____

Nay: _____

Thereupon, the Chairman declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Commissioners and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAKING OF CERTAIN SEWER TREATMENT IMPROVEMENTS TO SERVE SEWER DISTRICT NOS. 201 (YODER) AND 202 (H.A.B.I.T.), RENO COUNTY, KANSAS; AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PAYMENT OF A PORTION OF THE COSTS THEREOF.

WHEREAS, K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution No. XXVII of Reno County, Kansas (jointly, the “Act”), provides that (a) the Board of Commissioners (the “Board”) of Reno County, Kansas (the “County”) may construct, reconstruct, enlarge, extend, operate, maintain, or otherwise provide for one or more systems of disposal works for the purification of sewage, including disposal works, pumping stations, pumps or other apparatus necessary to handle and dispose of sewage; (b) the costs and expenses of constructing, reconstructing, enlarging or extending any such sewage treatment or disposal works and facilities shall be borne by the various districts then or thereafter using the same, or the County at-large, or both, and such costs and expenses may be paid out of the general revenue fund or by the issuance of general obligation bonds of the County, as the Board may determine, in the manner provided by law; and (c) the proportionate share of the costs of such sewer improvements not borne by the County-at-large, including principal and interest on general obligation bonds issued by the County, shall be paid from any combination of the following sources: (i) assessments against the property within the sewer district in accordance with the provisions of K.S.A. 19-27a07, (ii) a uniform tax imposed and levied within the sewer district in the same manner prescribed in K.S.A. 19-27a11, (iii) charges imposed by the Board within the sewer district for the use of sewer improvements, or (iv) if not so paid from one of the preceding sources, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County; and

WHEREAS, Sewer District Nos. 201 (Yoder) and 202 (H.A.B.I.T.), Reno County, Kansas (the “Districts”), are sewer districts in the County, and validly existing under the Act; and

WHEREAS, the Board hereby finds and determines that (a) it is necessary to make sanitary sewer collection and treatment system improvements serving the Districts, including land acquisition, collection, lift station, and lagoon improvements (the “Improvements”); (b) the costs and expenses of the Improvements should be borne by the Districts, and such costs and expenses should be paid by the issuance of general obligation bonds of the County; and (c) the costs of such Improvements, including principal and interest on general obligation bonds issued by the County, should be paid from charges imposed by the Board within the Districts for the use of the Improvements, or if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County.

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

SECTION 1. Project Authorization. Under the provisions of the Act, the Board authorizes the Improvements, at an estimated cost, including finance and interest costs, of \$6,133,100.

SECTION 2. Financing Authorization. The costs and expenses of the Improvements shall be borne by the Districts, and such costs and expenses are authorized to be paid in part by the issuance of general obligation bonds of the County (the "Bonds") in an amount not exceeding \$355,000. The costs of such Improvements, including principal and interest on the Bonds, shall be paid from charges imposed by the Board within the Districts for the use of the Improvements, or if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. Costs of the Improvements not paid from the proceeds of the Bonds may be paid from other available funds of the Districts or County.

SECTION 3. Reimbursement Authorization. The proceeds of sale of any Bonds issued to pay Improvement costs may be used to reimburse expenditures made on or after the date that is 60 days before the date of adoption of this Resolution, pursuant to United States Treasury Regulation §1.150-2.

SECTION 4. Effective Date. This Resolution shall be effective from and after its adoption.

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**ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY,
KANSAS ON JULY 12, 2023.**

(Seal)

Daniel Friesen, Chairman

Randy Parks, Commissioner

Ron Hirst, Commissioner

Don Bogner, Commissioner

John Whitesel, Commissioner

ATTEST:

County Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
RENO COUNTY, KANSAS
HELD ON JULY 12, 2023**

The governing body met in regular session at the usual meeting place in the County, at 9:00 A.M., the following members being present and participating, to-wit:

Absent:

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

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023, OF RENO COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____

Nay: _____

Thereupon, the Chairman declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____, and was signed by the Commissioners and attested by the Clerk.

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. _____

OF

RENO COUNTY, KANSAS

ADOPTED

JULY 12, 2023

**TAXABLE GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2023**

RESOLUTION

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

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

ARTICLE II AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes..... 7
Section 202. Description of the Notes. 7
Section 203. Designation of Paying Agent and Note Registrar. 8
Section 204. Method and Place of Payment of the Notes. 8
Section 205. Payments Due on Saturdays, Sundays and Holidays. 9
Section 206. Registration, Transfer and Exchange of Notes..... 9
Section 207. Execution, Registration, Authentication and Delivery of Notes. 10
Section 208. Mutilated, Lost, Stolen or Destroyed Notes..... 11
Section 209. Cancellation and Destruction of Notes Upon Payment..... 11
Section 210. Nonpresentment of Notes..... 11
Section 211. Sale of the Notes. 11

ARTICLE III REDEMPTION OF NOTES

Section 301. Redemption by Issuer..... 12
Section 302. Selection of Notes to be Redeemed. 12
Section 303. Notice and Effect of Call for Redemption. 12

ARTICLE IV SECURITY FOR NOTES

Section 401. Security for the Notes. 14
Section 402. Levy and Collection of Annual Tax..... 14

ARTICLE V ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts..... 14
Section 502. Deposit of Note Proceeds..... 15
Section 503. Application of Moneys in the Improvement Fund..... 15
Section 504. Substitution of Improvements; Reallocation of Proceeds..... 15
Section 505. Application of Moneys in Debt Service Account. 15
Section 506. Deposits and Investment of Moneys. 16

ARTICLE VI DEFAULT AND REMEDIES

Section 601. Remedies..... 16
Section 602. Limitation on Rights of Owners..... 17
Section 603. Remedies Cumulative. 17

ARTICLE VII DEFEASANCE

Section 701. Defeasance..... 17

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 801. Annual Audit..... 18
Section 802. Amendments..... 18
Section 803. Notices, Consents and Other Instruments by Owners..... 19
Section 804. Notices..... 19
Section 805. Electronic Transactions..... 20
Section 806. Further Authority..... 20
Section 807. Severability..... 20
Section 808. Governing Law..... 20
Section 809. Effective Date..... 20

EXHIBIT A – FORM OF NOTES..... A-1

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2023, OF RENO COUNTY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively, the “Improvements”) to be authorized in the County, to-wit:

<i>Project Description</i>	<i>Res. No.</i>	<i>Authority)</i>	<i>Bond Authorization</i>
Sanitary sewer improvements	_____	K.S.A. 19-27a01 <i>et seq.</i> , as amended by Charter Resolution No. XXVII	\$355,000

; and

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in acquiring necessary land and constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds or the entering into of a loan transaction, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$355,000 to pay a portion of the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution No. XXVII, and K.S.A. 19-101 *et seq.*, all as amended and supplemented from time to time.

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

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

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

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

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

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

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

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

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

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

“County” means Reno County, Kansas.

“Dated Date” means July 27, 2023.

“Debt Service Account” means the Debt Service Account for Taxable General Obligation Temporary Notes, Series 2023 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

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

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

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

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

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

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

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

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

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

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

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

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

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

“Improvement Fund” means the Improvement Fund for Taxable General Obligation Temporary Notes, Series 2023 created pursuant to *Section 501* hereof.

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

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

“Interest Payment Date(s)” means the Maturity of the Notes, which shall be August 1, 2025 or earlier redemption.

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

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

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

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

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

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the Treasurer of Reno County, Kansas and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the Taxable General Obligation Temporary Notes, Series 2023, authorized and issued by the Issuer pursuant to this Note Resolution.

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

(a) To the Issuer at:

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

(b) To the Paying Agent at:

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

(c) To the Purchaser:

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

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Treasurer of the County.
- (c) With respect to any Purchaser, the Clerk.

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

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

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register.

“Paying Agent” means the Treasurer of Reno County, Kansas, and any successors and assigns.

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

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

“Purchase Price” means the principal amount of the Notes plus accrued interest to the date of delivery.

“Purchaser” means Reno County, Kansas, the original purchaser of the Notes, using the Notes as an investment of its Capital Improvement Reserve Fund, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

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

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

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

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

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

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

“State” means the state of Kansas.

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

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

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

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

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

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Temporary Notes, Series 2023, of the Issuer in the principal amount of \$355,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts

on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in **Article III** hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>
2025	\$355,000	3.500%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date or the Interest Payment Date in the manner set forth in **Section 204** hereof.

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

Section 203. Designation of Paying Agent and Note Registrar. The Treasurer of Reno County, Hutchinson, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Chairman of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

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

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

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

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter

specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

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

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

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

Notes may be transferred and exchanged only on the Note Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

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

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

The Issuer and the Note Registrar shall not be required to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

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

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

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

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

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

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

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

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

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

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

Section 210. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes or portions thereof may be called for redemption and payment prior to their Stated Maturity as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

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

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

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the State Treasurer and Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 30 days prior to the Redemption Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 30 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Purchaser. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 15 days prior to the Redemption Date.

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

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

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from charges imposed by the governing body of the Issuer within Sewer District Nos. 201 (Yoder) and 202 (H.A.B.I.T.), Reno County, Kansas (the “Districts”) for the use of sewer improvements, or from general obligation bonds of the Issuer or loan proceeds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

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

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

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

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

- (a) Improvement Fund for Taxable General Obligation Temporary Notes, Series 2023.
- (b) Debt Service Account for Taxable General Obligation Temporary Notes, Series 2023.

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

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

(a) All accrued interest received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Notes (\$355,000) shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; and (b) paying Costs of Issuance.

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

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, and (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; and (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums

to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States which has a main or branch office located in the Issuer. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Arbitrage Instructions in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

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

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

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

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

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with **Article III**. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company

by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in **Section 902** hereof. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 802. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

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

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully

be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

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

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

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

Section 803. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 804. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice

Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

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

Section 805. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 806. Further Authority. The officers and officials of the Issuer, including the Chairman and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 807. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 808. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 809. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on July 12, 2023.

(SEAL)

Daniel Friesen, Chairman

Randy Parks, Commissioner

Ron Hirst, Commissioner

Don Bogner, Commissioner

John Whitesel, Commissioner

ATTEST:

Donna Patton, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on July 12, 2023, as the same appears of record in my office.

DATED: July 12, 2023.

Donna Patton, Clerk

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**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

**UNITED STATES OF AMERICA
STATE OF KANSAS
RENO COUNTY
TAXABLE GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2023**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: July 27, 2023**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of Reno County, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

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

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

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

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

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

RENO COUNTY, KANSAS

(Facsimile Seal)

By: _____
(manual or facsimile)
Chairman

ATTEST:

By: _____
(manual or facsimile)
Clerk

This Taxable General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Clerk.

(Facsimile Seal)

(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of Taxable General Obligation Temporary Notes, Series 2023, of Reno County, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of Reno County Treasurer,
Hutchinson, Kansas
as Note Registrar and Paying Agent

By _____

Registration Number: _____

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “Taxable General Obligation Temporary Notes, Series 2023,” aggregating the principal amount of \$355,000 (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 19-27a01 *et seq.*, as amended by Charter Resolution No. XXVII, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from charges imposed by the governing body of the Issuer within Sewer District Nos. 201 (Yoder) and 202 (H.A.B.I.T.), Reno County, Kansas (the “Districts”) for the use of sewer improvements, or from general obligation bonds of the Issuer or loan proceeds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Transfer and Exchange. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Notes in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

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

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

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

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

(Name and Address)

(Social Security or Taxpayer Identification No.)

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

Dated _____

Name

Social Security or
Taxpayer Identification No.

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

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF RENO)

The undersigned, Clerk of Reno County, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of July 27, 2023.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas



AGENDA ITEM

AGENDA ITEM #8.E

AGENDA DATE: July 12, 2023

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Sign the RNR Intent to Not Exceed RNR; and set a budget hearing date of August 9, 2023 for the FY24 Reno County Budget.

SUMMARY & BACKGROUND OF TOPIC:

At the last commission meeting, it was determined the commission wants a budget at or below the Revenue Neutral Rate (RNR). The commission made multi-million dollar cuts to come in at the RNR. The attached summary shows the mill levy for each fund that will add up to the RNR. Since the commission is not exceeding the RNR, the timeline of budget hearings and adoption moves up to the month August.

Today, it is recommended the attached summary be approved for the maximum budget that will be published in the Hutchinson News prior to the public hearing that will take place on August 9, 2023.

ALL OPTIONS:

1. Sign the RNR intent to Not Exceed RNR for FY24; and set a budget hearing date of August 9, 2023.
2. Sign the RNR intent to Not Exceed RNR for FY24; but not set the budget hearing and maximum budget until the July 26, 2023 meeting.

RECOMMENDATION / REQUEST:

Sign the RNR intent to Not Exceed RNR for FY24; and set a budget hearing date of August 9, 2023.

NOTICE OF REVENUE NEUTRAL RATE INTENT

The Reno County Board of Commissioners hereby notifies the Reno County Clerk of Intent to exceed the Revenue Neutral Rate;

_____ Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate is _____. The date of our hearing is _____ at the regularly scheduled commission meeting which will begin at _____ and will be held at _____ in Hutchinson, Kansas.

XXXX No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the Reno County Clerk on or before August 25, 2023.

WITNESS our signatures and official seal on _____.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Daniel Friesen, Chairman

Randy Parks, Member

Ron Hirst, Member

Don Bogner, Member

ATTEST:

John Whitesel, Member

Donna Patton, Reno County Clerk

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of **Reno County** will meet on September 13, 2023 during their regularly scheduled meeting which begins at 9:00 a.m. in the Reno County Courthouse Veterans Room, 206 W. 1st., Hutchinson, KS, for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax and Revenue Neutral Rate. Detailed budget information is available at the Reno County Clerk's Office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2022		Current Year Estimate for 2023		Proposed Budget Year for 2024		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	21,136,992	15.027	22,466,457	17.993	28,025,447	8,660,133	12.125
Bond & Interest	1,695,363	1.624	1,749,701	1.259	1,962,188	1,417,083	1.984
Road & Bridge	6,669,330	6.164	7,175,225	7.253	7,664,795	5,261,376	7.366
Special Road	335,305	0.140	400,000		823,722		
Special Bridge	2,418,507	1.791	2,750,000	0.241	2,500,000	1,280,243	1.792
Aging & Transit	1,988,889	0.418	2,503,058	0.267	2,540,902	310,709	0.435
Public Health	3,289,479	1.362	3,523,395	0.874	3,498,353	545,920	0.764
Noxious Weed	146,757	0.173	151,021	0.174	155,400	125,645	0.176
Employee Benefits	8,356,794	9.804	8,909,321	7.193	10,378,374	5,876,736	8.228
TECH Center	510,000	0.712	510,000	0.678	400,000	349,547	0.489
Mental Health	452,025	0.633	452,025	0.602	400,000	356,947	0.500
Historical Museum	185,000	0.260	185,000	0.246	185,000	168,414	0.236
CIP Fund	761,748	0.847	457,000	0.300	665,000	506,596	0.709
Special Equipment	440,088	0.543	718,009	0.728	1,033,776	685,579	0.960
Solid Waste	7,256,179		6,211,238		9,701,336		
Youth Services	1,914,366		2,050,036		2,401,855		
Solid Waste Post-Closure	206,384		330,000		7,389,613		
Special Parks & Recreation	13,165		10,000		41,537		
Special Alcohol & Drug	10,000		10,000		66,489		
Noxious Weed Capital Outlay					124,276		
Public Health Capital Outlay	66,946		25,000		388,201		
Internal Services	646,744		590,846		698,987		
Municipalities Fight Addiction					340,952		
Non-Budgeted Funds-A	2,286,054						
Non-Budgeted Funds-B	876,063						
Non-Budgeted Funds-C	6,739,943						
Non-Budgeted Funds-D	11,471,037						
Totals	79,873,158	39.498	61,177,332	37.808	81,386,203	25,544,928	35.764
<i>Revenue Neutral Rate **</i>							35.764

Less: Transfers	10,114,066	6,759,031	7,257,405
Net Expenditure	69,759,092	54,418,301	74,128,798
Total Tax Levied	25,309,526	25,549,031	xxxxxxxxxxxxxxxx
Assessed Valuation	640,606,568	675,742,359	714,263,783
Outstanding Indebtedness,			
January 1,	2021	2022	2023
G.O. Bonds	4,875,000	16,315,000	14,955,000
Revenue Bonds	0	0	0
Other	6,279,225	0	0
Lease Pur. Princ.	566,286	127,856	21,797
Total	11,720,511	16,442,856	14,976,797

*Tax rates are expressed in mills

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



AGENDA ITEM

AGENDA ITEM #9.A

AGENDA DATE: July 12, 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 Aging-Public Transit, Appraiser, Automotive, Clerk, Community Corrections, Communications, and District Attorney.



120 W. Avenue B, Hutchinson, KS 67501

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

Monthly Report for June 2023
Submitted by
Barbara Lilyhorn
Director- Department of Aging and Public Transportation

Rcat Staff

Rcat has 1 driver position open which is currently being advertised. We have one offer of employment that is pending the outcome of pre-employment testing.

Budget

Aging Services has spent 30% and Public Transit has spent 29% of the Department budgets respectively – a composite total of 29% of the entire 002 expenditure budget as of 06/23/2023. Composite revenue is 22 %.

Public Transportation Operations

The bus vendor, Midwest Transit, informed me, one of the buses ordered in July 2021 has been manufactured and is going through final processing by the company. It should be delivered sometime this summer.

According to Diamond Coach, the builds on the other 5 buses, ordered in May will begin early next year.

KDOT is considering approval for the fabrication of two battery box doors by a local company. Rcat has been waiting for communication from the company that bought out the original vehicle manufacturer for 19 months without success. Normally, all repairs are done with OEM parts.

Aging Operations

The application and distribution of the Senior Farmer's Market Nutrition Program coupon booklets began on June 14th. Reno County was allocated 275 booklets, each with a \$50 value. Application for all 275 was made as of June 23rd. This is a first come first served program originating from USDA and funneled to KDHE, the Kansas Department of Aging and Disability, and the South-Central Kansas Area Agency. To enable fair and equitable participation across the county, applications are taken by phone through Department of Aging staff. The completed applications as well as the coupon booklets are mailed to individuals. Recipients can "spend" the coupons for fresh fruits and vegetables at farmers markets across Kansas from participating local farmers. This program brings \$13,750 new dollars to Reno county's economy.

The Department of Aging has accepted the resignation, due to the retirement, of John Eberly; Social and Human Service Assistant effective June 23.



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

Re: Monthly report for end of June 2023

To: Randy Partington, County Administrator

Staffing changes or issues

The Appraiser's Office will post for a Residential Appraiser sometime in the next couple of weeks.

Financial summary

As of 6/30/23, the Appraiser will have spent approximately 47% 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

Residential/Commercial Department

- Staff has begun field work (sales review, permits, 17% review) for the 2024 valuation.
- Staff is defending appealed informal valuation decisions at small claims and BOTAs.

Personal Property

- Staff is inputting cost values for various personal property items for the 2024 valuation.

Support Staff

- Staff continues to process deeds and update records accordingly.
- Staff continues to work with IT regarding the GlobalSearch (Square9) transition.
- Staff is working Splits/Combos as they come in.



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

Budget YTD Summary

As of June 23, 2023, we are at 44% of our overall budget of \$200,483. The internal services fund (fuel and parts) stands at 35% out of the budget of \$330,846. In the special equipment fund for vehicles, we are at 12% out of the overall budget of \$236,250.

Projects/Issues

For the most part it has been routine maintenance and repair. We are also dealing with warranty repair on a couple of our hybrid patrol vehicles. Ron Brubaker has been working with the Ford techs and regional reps to resolve problems with the hybrid battery overheating but, so far, a solution has not been found.

We are still waiting for the manufacturer order banks to open to see where pricing will come in for replacement patrol vehicles.

We will be scheduling another Purple Wave auction to dispose of a couple more surplus vehicles.

May fuel expenses came in at \$18,650.36.



**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 June

In the Election's Office we are preparing for the USD 310 Primary Election on August 1st. We have our equipment tested and ready to go. We will start Advanced Voting in the Conference Room on July 24th.

In the Clerk's Office we have sent out all the Estimated Budget Estimates and waiting on taxing entities to let me know if they will exceed their RNR. We have to be notified by July 20th so on July 21st I will get the mailers prepared and send to the printers.

By the end of June, 43% of the year-to-date budget has been used in the Clerk's Office with the majority of that for payroll and 45% in the Election's Office has been used, with the majority of that for payroll and software maintenance.

Donna Patton



COMMUNITY CORRECTIONS

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Hutchinson, Ks. 67501
Phone 620-665-7042
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County Commission Report

June 2023

Staffing

There are currently no open positions at Community Corrections.

Projects/Concerns

Staff from Horizons Mental Health Center met with officers to provide them information about the Carrefour Crisis Center. The crisis center is an alternative placement for people suffering from a mental health crisis. A person does not have to meet the high criteria for hospitalization, but can spend multiple days and nights at the center receiving assistance with stabilization. This information on the crisis center helps officers know who is appropriate for the program and how to help a client get admitted. At times the crisis center can serve as an alternative to incarceration when a person is in need of mental health stabilization. The crisis center can provide more services to assist with stabilization than the County jail so it is more effective in achieving our goal.

We are working to schedule a meeting with the Hutchinson Police Department and Horizons Mental Health Center Co-Responder Program staff to talk to officers about their program. More and more we are seeing the Courts assign people to Community Corrections who are diagnosed as severely and persistently mentally ill. This diverts the person from incarceration but creates a unique challenge for officers.

Community Corrections has three supervisory staff attending the High-Performance Organization training in June. This training will help them as they work with others who have completed the training to find ways to improve the effectiveness of the agency. The Community Corrections high performance organization group has focused on improving the skills of officers, overall efficiencies, and ways to improve administrative functions. The addition of more trained staff will help this work progress.

Financial

June finishes the State fiscal year. Year-end budget adjustments will be approved in July by the advisory boards and then presented to the Commissioners for approval.

Communications Monthly Report - May 18 to June 30, 2023

Press Releases: Residential fee change at Reno County Landfill, Water Districts Consumer Confidence Reports, Childcare Orientation Class, Changes to Fireworks Resolution, High nitrate levels in Yoder, Free Mosquito Dunks at Health Department, Health Alert – Kratom deaths in Reno County, Fireworks Resolution passed by Reno County Commission/Fireworks safe disposal encouraged.

Graphic Design: Job-recruiting graphics for Youth Services, Health Dept., and one for all dept. job openings at Reno County, Safe Fireworks Disposal, Free Mosquito Dunks at Health Dept., QR code for Sheriff's Office, the rest of a series of 10 graphics as part of the Health Dept.'s Preparedness #KSPrepared campaign.

Website: Joint session with Reno County Commission and Hutchinson City Council, Low-income Kansas seniors encouraged to apply for coupons used at Farmers Markets, KDOT closing the bridge on Pennington Road because of a lower load rating, Memorial Day closing, Residential customers will not pay construction demolition tipping fee starting June 1, Take a look at the history of the Reno County Health Department, Commission approves Request for Proposals for Landfill Methane Program, Reno County Appreciation Picnic, Childcare Orientation Class is July 6th, Ribbon cutting held for new 15-mile section of K-14 highway, John Eberly retires after 11 years as Social and Human Service Assistant in the Aging Department, Smallville's votes were tabulated for your favorite Super Hero during Third Thursday, Hutchinson's Fire Station #1 is now in service, Health Alert - Kratom deaths, Free Mosquito Dunks available at the Health Department, Fireworks Resolution passed by Commission, Safe Fireworks Disposal and opening on the Juvenile Corrections Advisory Board – Education Representative.

Videos/Photos: Videos: Sheriff's Office Torch Run and Polar Plunge, Reno County Sheriff's Office Active Shooter Training, courthouse renovations. **Photos:** County Commission Meeting 06-27-23, HPO Training at HCC, Mosquito dunks, Rcat group photo with new bus, Reno County's departments at Smallville's Third Thursday, Fire Station #1 Open House, Ribbon Cutting held for new 15- mile section of K-14 Highway, County Commission Meeting 06-13-23 with John Eberly's retirement award, Fairfield students touring the Courthouse, Car Seat Check at the Health Department, Reno County Employee Appreciation Picnic, Sheriff's Office Active Shooter Training, County Commission Meeting 05-30-23, Reno County Canvass, County Commission Meeting 05-23-23, Joint meeting with Hutchison City Council, Torch Run and Polar Plunge Splash by Sheriff's Office and ongoing renovation photos.

Social Media: May 18 to June 30, 2023

- **Facebook Reno County:** 3,798 followers (+46), 48 posts
 - Top Post: New Fire Station opening (06.16.23)
 - 3,607 reach, 1,309 engagements, 6 shares, 131 reactions, 2 comments
- **Twitter:** 868 followers (+3), 49 tweets
 - Top Tweet: New Fire Station opening (06.16.23)
 - 124 impressions, 13 total media engagements
- **YouTube:** 339 subscribers (+10)
 - Top video: Reno County Commission meeting (06.27.23)
 - 94 views
- **LinkedIn:** 106 followers (+2), 1 new post
- **Instagram:** 19 followers (+1), 34 posts.

Committee Meetings: Other: Attended Emergenetics event and High(er) Performance Training at HCC, gave presentation to Fairfield students who toured the Reno County Courthouse.

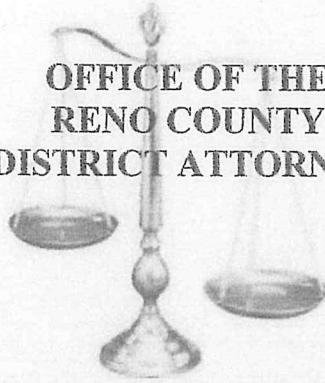
DISTRICT ATTORNEY
Thomas R. Stanton

DEPUTY DISTRICT ATTORNEY
Andrew R. Davidson

SENIOR ASSISTANT DISTRICT
ATTORNEY
Kimberly Rodebaugh

ASSISTANT DISTRICT ATTORNEYS
Brian Koch
Jamie Karasek
Sierra Logan
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June 2023 BOCC Update

Staffing Changes or Issues: As of June, 2023, the Reno County District Attorney's Office employs 20 people: seven attorney/prosecutors; one investigator/coroner assistant; one part-time assistant coroner; one office manager; one victim/witness coordinator; one diversion coordinator; and eight office legal support staff. I have hired a new member of the office legal staff to replace Brenda Stubbs, who resigned to be a stay-at-home mother. Tahnee Young has been hired to fill the open Diversion/Technical Assistant position. I am also close to hiring a second part-time assistant coroner. The two part time positions were contemplated and authorized when the position was created. These two part-time employees will share in the workload answering calls after hours and on weekends. The allocated pay for the positions remains the same and will be shared by the employees based on the proportion of the workload each employee shoulders.

There were four graduations from Drug Court in the month of June 2023. Graduation ceremonies are held when Drug Court participants complete the requirements of the program, so it is not unusual to have no graduations in a specific month.

Budget Summary: FY2023 expenditures to date are at 43% of budget as of June 30, 2023. This figure includes expenditures for coroner expenses, the line items for which were added to my budget in March. I want to thank Leslie Roederer for ensuring that the budgeted amounts in the expenses for those line items have been added to my budget performance report. We have received 97% of the budgeted diversion fees for 2023, indicating that our revenues from the diversion program will far exceed the budgeted amount.

Projects-Issues-Challenges-Concerns: My office anxiously awaits the remodel of the fifth floor of the courthouse. All files have been removed from the area to be remodeled, and one wall has been taken down in anticipation of the remodeling project. The Commissioners are welcome to come see the space as it is prior to remodeling.

I am continuing to plan for an expansion of our diversion program according to the provisions of HB 2026, and I hope to include some mental health diversion in that process. This process will involve coordination between my office and Community Corrections.

The courts recently changed software from what we had been working with for many years to a new program called Odyssey. We now have an operating prosecutor portal available for my office to access the system, but our access to our cases remains below the access we enjoyed under our prior operating system. I appreciate the assistance of Mike Mathews and the IT department in proceeding with this process.

We have purchased a prosecutor software program by Karpel that will be compatible with Odyssey. Once in place (the scheduled implementation date is October 2023) this program should assist in our discovery process as well as dissemination of documents from our case files. We have scheduled several sessions with the Karpel staff to begin bringing us up to speed on the operation of the system, and to input the plethora of information required to support the system. A team from Karpel will be here in person the week of October 16 to train my staff on the new system.

I will be coming to the Commission for approval a Cremation Permit Fee to be assessed for the coroner issuing a permit to cremate bodies in Reno County. These fees are currently assessed in all but two Kansas Counties, Reno being one of the two not assessing the fee. I would like Commission approval because the fees will not be processed through my office, but through the general accounting system for the County. The funds received from these fees will go to the County general fund and will help offset the cost of the contract between the County and the coroner.

Thomas R. Stanton
Thomas R. Stanton
Reno County District Attorney