



## 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 Ave.  
Hutchinson, KS 67501  
Wednesday, February 14, 2024, 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 Keever Auto and Machine Proclamation received by Jim Keever, Jr.
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 Schwab-Eaton Engineering Agreement for Reno County Water District 101 (Yoder) Project
  - 6.C Agreement with USI financial consulting
  - 6.D Contract Adjustment for Payment of Shooting Range Agreement with Hutton Corporation
7. **Business Items**
  - 7.A Annual Report for Maintenance & Purchasing
  - 7.B Delegate a fence viewing board and set a date and time for a fence viewing as requested by Gary Black
8. **County Administrator Report**
  - 8.A Monthly Department Reports
9. **County Commission Report/Comments**
10. **Executive Session**
  - 10.A Executive Session regarding potential real estate acquisition for 30 minutes
11. **Adjournment**

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Randy Parks  
District 1

Ron Hirst  
District 2

Daniel P. Friesen  
District 3

John Whitesel  
District 4

Don Bogner  
District 5

# PROCLAMATION

**WHEREAS**, Jim Keever, Sr., opened the doors of Keever Auto Repair at 1221 East 30<sup>th</sup> Avenue in 1946 when 30<sup>th</sup> Avenue was just a two-lane street with only a few businesses in sight; and

**WHEREAS**, Keever Auto Repair began offering rebuilds along with precision engine machine work in 1975 and built engines for small lawn mowers, motorcycles, cars, tractors, trucks, and many winning race cars; and

**WHEREAS**, Keever Auto Repair grew to serve thousands of customers from across the mid-west and beyond ; and

**WHEREAS**, upon Jim Keever, Sr.'s retirement in 1988, Jim Keever, Jr., continued the legacy by stepping into his father's shoes and renamed the business Keever Auto and Machine. Keever Auto and Machine continued offering rebuilds along with precision engine machine work and the business expanded to be known as the best equipped machine shop in the area; and

**WHEREAS**, Jim Keever, Jr., retired on December 29, 2023, closing the doors of the long-standing business of Keever Auto and Machine.

**NOW, THEREFORE**, we the Board of County Commissioners of Reno County, Kansas wish to acknowledge and extend appreciation to Keever Auto and Machine for 77 years of serving thousands of customers in Reno County and across the mid-west and hereby proclaim February 14, 2024, as

## **"Keever Auto and Machine Day"**

**IN WITNESS WHEREOF**, we have hereunto set our hands and caused the seal of Reno County to be affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

### **BOARD OF RENO COUNTY COMMISSIONERS**

\_\_\_\_\_  
Randy Parks, Chairperson

\_\_\_\_\_  
Don Bogner, Member

\_\_\_\_\_  
Ron Hirst, Member

\_\_\_\_\_  
Daniel Friesen, Member

\_\_\_\_\_  
John Whitesel, Member

ATTEST:

\_\_\_\_\_  
Donna Patton, Reno County Clerk



## AGENDA ITEM

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

**AGENDA DATE:** February 14, 2024

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

**AGENDA TOPIC:**

Schwab-Eaton Engineering Agreement for Reno County Water District 101 (Yoder) Project

**SUMMARY & BACKGROUND OF TOPIC:**

Reno County has been working with Stuart Porter from Schwab Eaton for multiple years on the Reno County Water District No 101 (Yoder) water project. Mr. Porter has worked to come up with a grant for this project that will cover 60% of the cost and has verified the project is on the Kansas Department of Health and Environment (KDHE) Intended Use Plan. The placement on the intended use plan qualifies the project to apply for a KDHE loan this fall that has the potential of a forgivable portion to the benefit of the district.

The attached agreement is required for us to move forward on the project with full design documents. The remaining pieces of the project are for the design documents to be developed, applying for a KDHE loan, and an agreement with the City of Hutchinson for water rates. Once all of this is in place, we will be able to go to bid on the project, receive approval of the contract by the county commission, and then begin the construction of the water line.

**ALL OPTIONS:**

1. Approve the agreement with Schwab Eaton to provide engineering services for the Reno County Water District 101 (Yoder) project and authorize the chair to sign.
2. Deny the agreement and find an alternative engineering firm.

**RECOMMENDATION / REQUEST:**

Approve the agreement with Schwab Eaton to provide engineering services for the Reno County Water District 101 (Yoder) project and authorize the chair to sign.

**POLICY / FISCAL IMPACT:**

Financing for the project is dependent on a KDHE loan application and a KDHE grant already awarded. Users of the district will be the sole funders of the total project cost.

# AGREEMENT

Between

**SCHWAB-EATON, P.A., CONSULTING ENGINEERS**

and

**RENO COUNTY WATER DISTRICT NO. 101**

This AGREEMENT, made and entered into by and between Schwab-Eaton, P.A., Consulting Engineers, Manhattan, Kansas, party of the first part (hereinafter called the Engineer) and the Reno County Water District No. 101, party of the second part (hereinafter called the Owner):

*WITNESSETH:*

*WHEREAS*, the Owner is authorized and empowered to contract with the Engineers for the purpose of preparing a project preliminary engineering report and obtaining detailed plans and specifications and other professional engineering services for the construction of water system improvements to consist of a transmission line to connect Reno County Water District No. 101 to the City of Hutchinson, telemetry control system, blending control valve, and related appurtenances.

*WHEREAS*, the Engineers are licensed in accordance with the law of the State of Kansas and are qualified to perform the professional engineering desired by the Owner, now, therefore,

*IT IS AGREED* by and between the two parties aforesaid as follows:

## **SECTION I – SERVICES AND RESPONSIBILITIES OF THE ENGINEER**

### **PART A – DETAILED PLANS AND SPECIFICATIONS**

1. Confer with the Owner on project requirements, finances, schedules, and other pertinent matters.
2. Collect existing water distribution system maps, relevant water use data, water quality test reports, etc., and review with Reno County Water District No. 101 staff.
3. Prepare a preliminary engineering report to study the alternatives to be considered, develop cost estimates, determine the preferred water transmission line alignment, and develop preliminary maps for the project.
4. Evaluate various alternatives/options regarding piping materials, valve locations, and telemetry controls.
5. Confer with Owner on various design and construction material considerations including piping, telemetry system features, blending strategy, and other pertinent items.
6. Prepare an overall project cost estimate, a breakdown of construction costs, and present all information to the Owner and KDHE for review and approval.

7. Obtain aerial photography and/or Owner maps of the project area for use in preparing detailed construction drawings.
8. Obtain field information and perform any necessary design surveys.
9. Show approximate locations of various buried utility lines and request crossing permits as may be required.
10. Prepare construction drawings and specifications to 80% completion and review with Owner.
11. Submit final plans, materials and equipment lists and cost estimate to the Owner for approval.
12. Submit final documents to the Kansas Department of Health and Environment and other interested agencies.

### **PART B – BIDDING**

1. Coordinate bid letting date, time and place with Owner, and prepare final *Invitations to Bid*.
2. Assist and advise Owner in placing the advertisements of the *Invitations to Bid*.
3. Identify potential Contractors and suppliers and distribute copies of *Invitations to Bid*. Maintain a record of prospective bidders and suppliers to whom contract documents have been issued.
4. Distribute construction contract documents to prospective bidders.
5. Interpret construction contract documents during the bidding periods. Prepare and issue addenda to the construction contract documents when required.
6. Assist Owner during bid opening. Answer questions during bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
7. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to Owner concerning contract award.

### **PART C – CONTRACT ADMINISTRATION AND CONSTRUCTION INSPECTION**

The Engineer will perform contract administration and construction services as authorized by the Owner during the construction phase of the project. By performing these services, the Engineer shall not have authority or responsibility to supervise, direct or control Contractor's work or have authority or responsibility for safety precautions and programs incident to Contractor's work or for any failure of Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to Contractor furnishing and performing the work. Specific services to be performed by Engineer are as follows:

1. Prepare and distribute conforming copies of the construction contract documents. Included shall be a review of the Contractor's bonds and insurance certificates and furnishing the Contractor unsigned construction contract documents.

2. Submit five (5) sets of construction contract documents to the Owner's legal counsel for review and to the Owner for signature and distribution.
3. At dates and times selected by the Owner and at a facility provided by the Owner, attend the preconstruction conference for the project and assist Owner during the conference.
4. Review and comment on the Contractor's initial and updated construction schedules and advise Owner as to acceptability.
5. Review drawings and other data submitted by Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract drawings and specifications for the project and shall not relieve the Contractor of any contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.
6. Interpret construction contract drawings when requested by the Owner or Contractor. If authorized by the Contractor, Engineer may interpret construction contract drawings and specifications upon request by subcontractors and suppliers.
7. Provide on-site observation during construction to verify that the Contractor's work is progressing in general conformance with the design criteria. Such on-site observation may either consist of a part-time or full-time representative of Schwab-Eaton assisting the Owner's staff as requested by the Owner. The Schwab-Eaton representative will be available at appropriate intervals to check major items of the work.
8. Prepare or review change orders and monthly estimates of completed construction as a basis for interim progress payments to the Contractor.
9. Assist in final inspection of the project and preparation of final contract documents.
10. Upon completion of the project, revise the construction contract drawings to conform to the construction records provided by the Resident Inspector and Contractor. Submit final set of "Record Drawing" plans to the Owner.

#### **PART D – SUPPLEMENTAL SERVICES**

Supplemental services are defined as work that may be requested but is not included in the above tasks. These services may include but are not limited to:

1. Redesigns issued after final plans have been accepted.
2. Assistance with bid protests and rebidding.
3. Preparation for litigation, arbitration, or other legal or administrative proceedings and appearances in court or at arbitration sessions, in connection with bid protests, change orders, or construction incidents.
4. Engineering assistance in easement or property negotiation meetings and condemnation proceedings.

5. Surveys and/or legal descriptions associated with easement acquisitions.
6. Preparation of environmental assessments or impact statements.
7. Assistance with the application process associated for a KDHE Revolving Loan fund loan.
8. Preparation of an O & M manual and plan of operation documents.

## **SECTION II – RESPONSIBILITY OF THE OWNER**

The Owner shall provide information, assistance and compensation as follows:

1. The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
2. Furnish authorization to commence the work as outlined in Section I above for the services required under this Agreement.
3. Reimburse the Engineer as follows:
  - a. For the services set forth in Section I - Parts A and B, a total lump sum amount of \$84,600.00. Such fee shall be paid 50% upon completion of Owner approval of plans and specifications and submission to KDHE for review, and the remaining 50% upon completion of the bidding process.
  - b. For the services set forth in Section I – Parts C and D above, the Engineer shall be paid using our standard Hourly Billing Rates (attached) which shall represent just and full compensation for the work. Such fee shall be paid in monthly payments and for Part C – Contract Administration and Construction Observation, the total cost is not anticipated to exceed \$58,000.00. Payment of all fees set forth above shall be made within 30 days of the date of the receipt of proper billing.
4. To the extent permitted by current State Statutes, including but not limited to municipal budget and cash basis, the Owner further agrees that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the present governing body and their successor.

## **SECTION III – MUTUAL AGREEMENTS**

It is mutually agreed by the parties hereto:

1. That the services to be performed by the Engineer are personal and cannot be assigned, sublet or transferred without the written consent of the Owner.
2. That the right is reserved by the Owner to terminate this Agreement at any time, upon written notice, in the event the improvement is to be abandoned or indefinitely postponed or because of the Engineer's disability or death, or because the services of the Engineer are unsatisfactory, or failure by the Engineer to prosecute the work with due diligence or

to complete the work within the time limits specified in this Agreement; provided however, that in any case the Engineer shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

3. That an adjustment of the Engineer's fee as stipulated in this Agreement may be made if, for any reason, the scope of the work as set forth herein is materially changed. The amount of fee adjustment shall be based on an equitable formula which shall be mutually agreed upon by and between the parties at the time the scope of work is materially changed.
4. Any permit application fees will be paid directly by the Owner.
5. Any environmental reviews, archeological investigations and other environmental studies will be provided by the Owner, if required.

#### **SECTION IV – ARTICLE OF COMPLIANCE**

The Engineer shall be in compliance with all Federal, State, and local laws and ordinances applicable to the work covered hereunder. Furthermore, during the performance period of this contract, the Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color or nationality. He will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or nationality. Such action will include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex or national origin.
3. The Engineer will also comply with Title VI of the Civil Rights Act of 1964, under which no person shall be excluded from participation in, denied benefits of, or discriminated against on the grounds of race, color or national origin, or be subjected to discrimination under any program or activity receiving federal financial assistance.
4. The Engineer will also comply with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), under which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin, disability of familial status.
5. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and amendments thereunto, rules, regulations and relevant orders of the Secretary of Labor.
6. The Engineer will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for



employment and contracting are to be given to residents of the project area, especially for low-and moderate income persons.

7. Furthermore, the Engineer shall comply with Section 109 of the Housing and Community Development Act of 1974; in addition to:
8. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reasons of his or her handicap, be excluded from participation, denied benefits, or subjected to discrimination under any program or activity receiving Federal funds; and
9. The Age Discrimination Act of 1975, as amended, which provided that no person be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funds; and
10. The Engineer shall comply with the Kansas Act Against Discrimination Law of 1992.
11. The Engineer agrees to comply with Section 912 of the Cranston-Gonzales Affordable Housing Act of 1990.
12. The Engineer shall also comply with the Fair Housing Amendments of 1988 which became effect 180 days after the President signed it, and Executive Order 11063, both of which provide for Fair Housing and Lending practices.
13. The Engineer shall also comply with E-Verify -CFR 52.222-54 that requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all of the contractors employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.
14. The Engineer shall also comply with the removal of architectural barriers in which new construction of public buildings is involved.
15. The Engineer will also concede to provide access to project records and will agree to maintain said records for a period of at least three (3) years beyond project completion and shall also follow copyright regulations where appropriate.
16. The Engineer shall follow copyright regulations where applicable.
17. The Engineer will comply with the requirements of the Kansas Public Water Supply Loan Fund and will provide information pertaining to the MBE, WBE, SBE, SBRA requirements, if this form of funding is pursued by the Owner.
18. The following items are included with this agreement as attachments:
  - Kansas Act Against Discrimination with Form
  - Certification Regarding Lobbying with EPA Form 6600-06
  - Paragraphs for Contract Provisions for Equal Opportunity, Kansas Act Against Discrimination, Restrictions on Lobbying, Trafficking Victims Protection Act of 2000, Suspension and Debarment, Non Discrimination and Non Segregated Facilities.


It is further agreed that this Article of Compliance and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

*IN WITNESS WHEREOF*: said parties have caused this Agreement to be signed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

RENO COUNTY WATER DISTRICT NO. 101

SCHWAB-EATON, P.A.  
CONSULTING ENGINEERS  
MANHATTAN, KANSAS

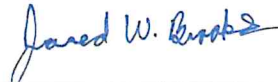
BY   
\_\_\_\_\_  
Reno County Public Works Director

  
BY \_\_\_\_\_  
Stuart Porter, Vice President

*ATTEST:*

*WITNESS:*

BY \_\_\_\_\_  
Authorized Official

  
BY \_\_\_\_\_  
Jared Brooks, Professional Engineer

# **KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS**

STATE OF KANSAS  
ACT AGAINST DISCRIMINATION  
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY Reno Co. WD No. 101

CONTRACTOR'S  
SIGNATURE



TITLE Vice President

KPWSLF NO. 3237

DATE 1/26/2024



3237  
KDHE PROJECT #

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Stuart Porter, P.E., Project Manager

Typed Name & Title of Authorized Representative

 1/26/2024

Signature and Date of Authorized Representative

### Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

### **Contract Provisions for the Kansas Act Against Discrimination**

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

### **Contract Provisions for Restrictions on Lobbying**

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

### **Contract Provisions for the Trafficking Victims Protection Act of 2000**

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

### **Contract Provisions for Suspension and Debarment**

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

#### **Contract Provisions for Non Discrimination**

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

#### **Contract Provisions for Non Segregated Facilities**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.





## HOURLY BILLING RATES

INCLUDES OVERHEAD AND PROFIT

|                               |           |                                  |           |
|-------------------------------|-----------|----------------------------------|-----------|
| PRINCIPAL ENGINEER            | \$ 200.00 | LANDSCAPE ARCHITECT III          | \$ 135.00 |
| PROJECT MANAGER               | \$ 182.00 | LANDSCAPE ARCHITECT II           | \$ 121.00 |
| STRUCTURAL ENGINEER           | \$ 180.00 | LANDSCAPE ARCHITECT I            | \$ 112.00 |
| DESIGN ENGINEER V             | \$ 168.00 | LANDSCAPE ARCHITECT ASSOCIATE II | \$ 97.00  |
| DESIGN ENGINEER IV            | \$ 156.00 | LANDSCAPE ARCHITECT ASSOCIATE I  | \$ 87.00  |
| DESIGN ENGINEER III           | \$ 138.00 | ADMINISTRATIVE PROFESSIONAL II   | \$ 105.00 |
| DESIGN ENGINEER II            | \$ 127.00 | ADMINISTRATIVE PROFESSIONAL I    | \$ 60.00  |
| DESIGN ENGINEER I             | \$ 115.00 | CONSTRUCTION INSPECTOR IV        | \$ 99.00  |
| ENGINEER IN TRAINING (EIT) II | \$101.00  | CONSTRUCTION INSPECTOR III       | \$ 90.00  |
| ENGINEER IN TRAINING (EIT) I  | \$ 87.00  | CONSTRUCTION INSPECTOR II        | \$ 81.00  |
| 2 MAN SURVEY CREW             | \$ 160.00 | CONSTRUCTION INSPECTOR I         | \$ 69.00  |
| 1 MAN SURVEY CREW (GPS/ROBOT) | \$ 127.00 | DESIGN TECHNICIAN V              | \$ 105.00 |
| PROFESSIONAL SURVEYOR III     | \$ 116.00 | DESIGN TECHNICIAN IV             | \$ 98.00  |
| PROFESSIONAL SURVEYOR II      | \$ 110.00 | DESIGN TECHNICIAN III            | \$ 93.00  |
| PROFESSIONAL SURVEYOR I       | \$105.00  | DESIGN TECHNICIAN II             | \$ 88.00  |
| SURVEY CREW CHIEF III         | \$ 106.00 | DESIGN TECHNICIAN I              | \$ 77.00  |
| SURVEY CREW CHIEF II          | \$ 79.00  | CADD TECHNICIAN III              | \$ 69.00  |
| SURVEY CREW CHIEF I           | \$ 69.00  | CADD TECHNICIAN II               | \$ 65.00  |
| SURVEYOR                      | \$ 66.00  | CADD TECHNICIAN I                | \$ 58.00  |
|                               |           | INTERN                           | \$ 50.00  |

Effective November 1, 2023

[Schwab-Eaton.com](http://Schwab-Eaton.com)



## AGENDA ITEM

## **AGENDA ITEM #6.C**

**AGENDA DATE:** February 14, 2024

**PRESENTED BY:** Helen Foster/Randy Partington

**AGENDA TOPIC:**  
Agreement with USI financial consulting

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

Reno County currently offers and maintains 3 separate 457 plans through KPERS, Mass Mutual, and Nationwide. In the best interest of the County and our employees, I would like to look at ways to condense the plans down to one offering. These plans all have different reporting methods and do require extra work for each payroll to process contributions. For ease of administration, I would like to recommend professional consulting with USI financial to do an analysis of our 457 plans to assess what the impact would be for moving to one plan offering as well as recommendations/options on the best way to navigate that. This agreement is for a full analysis of our 457 plans only with the end goal of moving to one 457 plan.

Our recommendation has been to move the KPERS 457 plan. It has the highest participation and also, the least liability concern for the County. This would be one of the things the analysis would look at to see if this is the right direction for the County. They will also be able to give us recommendations on how to do this in a legal and financially sound manner.

### **ALL OPTIONS:**

1. Approve Randy Partington to sign, on behalf of Reno County, the Statement of Work Agreement to proceed with USI
2. Deny approval of the Statement of Work Agreement
3. Recommend other options

### **RECOMMENDATION / REQUEST:**

Approve Agreement and grant Randy Partington permission to sign agreement for Reno County

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

This analysis/consult will be \$5,000 and would be paid by the employee benefits fund.



USI Consulting Group  
350 Fifth Avenue, Suite 3700  
New York, NY 10118  
www.usicg.com  
212.878.0400

**VIA EMAIL OR HAND DELIVERY**

January 31, 2024

Helen M. Foster  
Human Resources Director  
Reno County  
206 W. 1st Avenue  
Hutchinson, KS 67501

**Re: Statement of Work: Plan Consulting Services**

Dear Helen:

Thank you for providing USI Consulting Group (“USICG”) with the opportunity to assist Reno County and the associated Retirement Plans (the “Plans”). Our dedicated retirement and investment consulting teams have specialized expertise that we believe would be a distinct asset for you, the fiduciaries of the Plans and Reno County.

This Statement of Work provides a high-level overview of the consulting services and the associated fee.

**Scope of Services**

**Fee Benchmarking, Recordkeeper Negotiations & Consolidation**

- Gain authorization to speak, and negotiate, with the vendors associated with the Plans to understand the existing contracts and potential for consolidation and cost savings
- Benchmark fees and expenses for competitiveness compared to marketplace, using USICG’s database/recent provider search initiatives and third-party data
- Analysis of total costs, potential savings, and any potential challenges that may arise with consolidation of the vendors and plans including individual contracts, market value adjustments, surrender charges, etc.
- Review expense and revenue structure of stable value type investment option(s) including potential minimum guaranteed interest rates
- Consider mechanisms available with the recordkeeper(s) to “levelize” fees so that plan administrative expenses are shared by all participants uniformly, regardless of the specific investments selected by each participant
- Taking all of the above into consideration, negotiate a reasonable expense and revenue structure with the recordkeeper(s) with for the consolidation (to the extent feasible)
- Prepare and present a Summary Report that details the various options for consolidation, options for those contracts that may not be able to leave the existing recordkeeper environments, and potential cost savings

**Proposed Fees**

Consulting fees for the services requested by Reno County will be \$5,000, billed in two (2) installments.

Please note that fees can be paid by Reno County or from the assets of the plans. USICG will issue invoices to Reno County and if a decision is made to pay fees from the assets of the plans, then Reno County can coordinate payment with recordkeepers.

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Property & Casualty • Employee Benefits • Personal Risk • Retirement Consulting  
The USI ONE Advantage®

**Additional Terms**

The terms and conditions contained in the attached **Appendix A** shall apply to this Statement of Work and are hereby incorporated by reference.

If additional services outside the scope of this Statement of Work are requested by Reno County or proposed by USICG, such as a Provider Search, all such services and fees will be mutually agreed upon in writing by both parties in advance. Additional services may be subject to a new Statement of Work.

This Statement of Work shall be effective upon execution and supersedes all other oral or written representations. It shall terminate upon the completion of the services. However, either party may terminate this Statement of Work in whole or in part without cause by giving written notice to the other party not less than thirty (30) days before the effective date of termination. Payment in full of all outstanding fees is due at that time.

It is understood and agreed that USICG and its consultants will render its services in a consulting capacity only and will not act as a fiduciary of the plan, nor render any legal, accounting, or tax advice to the plan sponsor.

To commence arrangements for our services, please sign this acceptance as acknowledgement and return a copy of this letter to USI Consulting Group. To officially engage USICG, you will be required to sign a USI Advisors, Inc. Service Agreement form. USI Advisors, Inc. will not act as a co-fiduciary or provide investment advice until this agreement has been executed. If you would like additional information or if you have any questions, feel free to contact Chris Taylor at Christopher.Taylor@usi.com or 617-716-9392.

**Accepted by:**  
*Client Authorized Signature*

By: \_\_\_\_\_ (signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorized by:**  
*USI Consulting Group*

By: \_\_\_\_\_ (signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX A TO THE STATEMENT OF WORK

**Additional Terms:** The following terms and conditions shall apply to Statement of Work (SOW):

- a. USICG is not, by its performance of services in accordance with this SOW, a plan administrator or other fiduciary to Company's benefit Plan or plans, unless otherwise provided under applicable law, including the Employee Retirement Income Security Act of 1974 ("ERISA"), where applicable, as amended, and the rules and regulations thereunder. USICG does not provide tax, investment or legal advice. In providing services under this SOW, Company acknowledges USICG is not a Plan fiduciary, trustee, administrator, investment advisor, or attorney. Company acknowledges that USICG shall not be required to review any action, or failure to take action, prescribed by Company.
- b. USICG shall not exercise discretion with respect to the Plan(s) or any other plan of the Company. USICG shall assume no discretionary control for the management of any Plan(s) or Plan(s) assets and shall assume no responsibility or liability for the administrative operations or investments of any Plan(s) or associated trust. USICG is performing ministerial services under this SOW in accordance with the direction of Company. It is Company's responsibility to provide direction that is in accordance with the terms of Company's Plan(s), Plan(s) policies and guidelines maintained by Company and applicable law.
- c. Company shall retain full responsibility for the terms of the Plan(s) and its compliance with all legal and regulatory requirements now or hereafter applicable to it, except to the extent such responsibility has been specifically delegated to, and accepted by, USICG in writing as provided under the terms of this SOW.
- d. Company shall retain final authority over the methodology, assumptions, processes and data for making all payroll, benefit and similar calculations and determinations regarding the Plan(s) and will review and, to the extent appropriate, modify any determination by USICG with respect to benefits under the Plan(s).
- e. Company shall furnish to USICG all documentation required or reasonably requested by USICG for the performance of USICG's duties under this SOW, including any requirements set forth in herein. Company shall provide USICG with accurate and timely information for the performance of such duties. USICG shall give adequate and timely notice to Company of required documentation.
- f. Where applicable, Company shall designate a person or persons to assume all responsibilities of Company or Plan Administrator as defined under Section 3(16) of ERISA, the Internal Revenue Code of 1986 ("Code") or other applicable laws as they relate to the terms of this SOW. USICG shall be entitled to rely exclusively on the instructions and representations of such person or persons in discharging its responsibilities hereunder.
- g. USICG will comply with its respective obligations arising from data protection and privacy laws in effect from time to time to the extent applicable to this SOW and the services to be provided hereunder. These obligations may pertain to information relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws ("Personal Information"). Any use or processing by USICG of Personal Information supplied by or on behalf of the Company in connection with the services to be provided hereunder shall be done solely on the Company's behalf. USICG shall handle such Personal Information as reasonably necessary for the purpose of providing the services hereunder and shall not handle such Personal Information in a manner inconsistent with the terms of this SOW. USICG also confirms that it has taken appropriate technical and organizational measures intended to prevent the unauthorized or unlawful processing of Personal Information and the accidental loss or destruction of, or damage to, Personal Information.

Each Party, (USICG and the Company), is likely to disclose information ("Disclosing Party") to the other ("Receiving Party") from time to time in the course of the provision of the services hereunder, which is



marked or designated as confidential or proprietary at or prior to disclosure (“Confidential Information”). The Receiving Party will not disclose such Confidential Information to any person other than in connection with the provision of the services or as otherwise provided for in this SOW. This restriction does not apply to information that: (i) the Receiving Party must disclose by law or legal process, provided that the party receiving a legal subpoena, or other lawful process, promptly notifies the other party (to the extent permitted by applicable law); (ii) is either already in the public domain or enters the public domain through no fault of the Receiving Party; (iii) is available to the Receiving Party from a third party who, to the Receiving Party’s knowledge, is not under any non-disclosure obligation to the Disclosing Party; or (iv) is independently developed by or for the Receiving Party without reference to any Confidential Information of the Disclosing Party.

- h. USICG shall be entitled at all times and for all purposes to reasonably rely on the accuracy of Company-provided data of whatever type and upon the representations of Company. USICG is an independent contractor and not a joint venturer or partner, agent or employee of Company. Nothing contained in this SOW shall permit either party to conduct business in the name of or on account of the other party, including incurring any expense, debt, obligation, liability, tax or responsibility, or to act on behalf of or bind the other party in any manner, except for USICG’s actions on behalf of Company in the course of fulfilling its duties under this SOW.
- i. The Company agrees that, except to the extent (if any) prohibited by law, the Company will indemnify and hold harmless USICG, its shareholders, directors, officers, employees and agents, from and against any and all claims and/or lawsuits brought by any person, entity or governmental authority and from and against any and all judgments, settlements, costs, penalties, and expenses (including reasonable attorneys' fees and expenses in connection with this SOW or any function of USICG hereunder, except to the extent such claim, lawsuit, etc. resulted from or arose out of criminal conduct, negligence or fraud on the part of USICG or any of its directors, officers or employees (acting alone or in collusion with others) in connection with this SOW or any function of USICG hereunder, unless such claim or lawsuit arose from a wrongful act or wrongful omission which act or omission, the Company, pursuant to its rights under this SOW, specifically directed USICG to engage in.

USICG agrees that, except to the extent (if any) prohibited by law, USICG will indemnify and hold harmless the Company, its directors, officers, and employees from and against any and all claims and/or lawsuits brought by any person, entity or governmental authority and from and against any and all judgments, settlements, costs, penalties, and expenses (including reasonable attorneys' fees and expenses) resulting from or arising out of criminal conduct, negligence or fraud on the part of USICG or any of its directors, officers, or employees (acting alone or in collusion with others) in connection with this SOW and its performance hereunder, or any function of USICG hereunder, except to the extent such claim or lawsuit arose from a wrongful act or wrongful omission which act or omission, the Company, pursuant to rights under this SOW, specifically directed USICG to engage in or which arose from criminal conduct, negligence or fraud on the part of the Company or any of its directors, officers or employees (acting alone or in collusion with others).

- j. Except for the parties’ respective indemnification obligations, violations of applicable law or a breach of confidentiality, neither party’s liability, in contract, tort (including negligence) or any other legal or equitable theory, arising out of or in connection with this SOW, shall (a) exceed the fees paid by Company to USICG pursuant to this SOW in the twelve (12) month period prior to the date upon which the liability arose, or (b) include any indirect, incidental, special, punitive or consequential damages, including without limitation loss of profits and loss of savings or revenue, even if such party has been advised of the possibility of such damages. The limitations set forth herein shall apply notwithstanding the failure of any limited remedy of its essential purpose.



## AGENDA ITEM

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

**AGENDA DATE:** February 14, 2024

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

**AGENDA TOPIC:**

Contract Adjustment for Payment of Shooting Range Agreement with Hutton Corporation

**SUMMARY & BACKGROUND OF TOPIC:**

Reno County signed an agreement with Hutton Corporation in 2022 to begin the work on a possible shooting range at the landfill property. At the time, we were uncertain how large of a project this would be and agreed to pay 6.5% of the guaranteed maximum price for design work. It was not until the last meeting that we had a guaranteed maximum price approved by the county commission. Reno County has now paid the full amount for phase 1 of the project.

Hutton Corporation has been working on the phase 2 portion the whole time, as this was once a single phase project but was reduced into two phases for funding purposes. The remaining bills received from Hutton Corporation as part of the 6.5% is for the additional costs of phase 2, which is an additional \$12,000. The contract adjustment does not change the percentages of what we originally agreed to, but clarifies for our books what portions of the cost have gone for the two separate phases.

**ALL OPTIONS:**

1. Approve the design contract adjustment
2. Table to a future meeting

**RECOMMENDATION / REQUEST:**

Approve the contract adjustment and authorize the county administrator to sign.

**POLICY / FISCAL IMPACT:**

The contract does not change the overall costs for design work on the shooting range.



**DESIGN+BUILD PART 1  
AGREEMENT ADJUSTMENT**

**Owner:** Reno County  
Attn: Randy Partington  
County Administrator  
206 West 1<sup>st</sup> Ave.  
Hutchinson, KS 67501

**Project:** DS21998  
Reno Co. Shooting Range

**Architect:** Hutton Corporation  
111 North Sycamore  
Wichita, KS 67203

**Amend. No.** 001  
**Date:** February 5, 2024

---

The Agreement is adjusted as follows:

**1. Amendment to Compensation**

The compensation structure outlined in Article 7 of the Design-Build Part 1 Agreement, which stipulates a fee of 6.5% of the construction cost, is hereby amended as follows:

- a. The Architect's compensation for the services provided under this Agreement shall now be a lump sum of \$35,000.
- b. The Owner has paid the Architect the lump sum fee of \$35,000 (Check #157390 on 12/02/22 and Check #165255 on 1/19/24).

**2. Additional Fees:**

Development work beyond the current phase will be billed as a lump sum fee of \$12,000 under a subsequent Part 2 Agreement.

**3. MISCELLANEOUS**

Except as expressly amended by this Part 1 Amendment, all other terms and conditions of the original Agreement shall remain in full force and effect.

**Agreement Summary:**

Original Agreement Amount: 6.5% of Project Construction Cost

This Agreement Adjustment: \$35,000 Lump Sum Fee for Part 1, Additional Services Cost of \$12,000 Moved to Part 2 Agreement.

**New Agreement Amount: \$47,000, \$35,000 billed on Part 1 Agreement and \$12,000 billed on Part 2 Agreement.**



By signature below, this Agreement is hereby amended and shall remain in full force and effect.

OWNER:

DESIGN BUILDER: Hutton Corporation

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Randy Partington

NAME: Josh Herrman

TITLE: County Administrator

TITLE: Vice President of Design

# AGENDA ITEM #7.A



Annual Update -Maintenance & Purchasing

February 14, 2024

2023 was a very productive year for us. Notable department accomplishments included:

- Wrap up of earthquake repairs and restoration projects
- Remodel of the Courthouse Veteran's Room
- Detail painting of plaster in the courthouse 5<sup>th</sup> floor rotunda
- Refinished interior handrails in the courthouse
- Rebuilt front exterior handrails at the courthouse
- Installed new windows at the K-State Extension Office
- Built and installed 18 new shelf units for Youth Shelter Closets
- Completed tuckpointing and weatherization at the Health Department
- Renovated Courthouse lawn and landscape beds
- Staff relocation for Courthouse renovations 1<sup>st</sup> / 2<sup>nd</sup> floors
- 5,027 Work Request completed in our tracking system  
(1,256 of these Work Orders were completed at RCCF)

Projects scheduled for 2024 include:

- Replacing approximately seven miles of network cable throughout the courthouse/ LEC.
- Completing the current courthouse renovation project
  - Relocate DA staff for carpet replacement
  - Rebuild soffit in DA Office
  - Assemble shelving for 1920 boxes of documents
  - Haul 700+ boxes back up from the first floor
  - Relocate "Law Library"

Move DA staff back into newly renovated office areas.

Relocate Kansas Legal Services to 4<sup>th</sup> floor

Renovate old Legal Services office area

Remove old ROD storage tables from 1<sup>st</sup> floor to open up the area

Replace Courthouse Fire alarm system

Replace windows at Youth Services

Renovate showers at Youth Services

Flooring project at Rcat

LEC Elevator Modernization Project

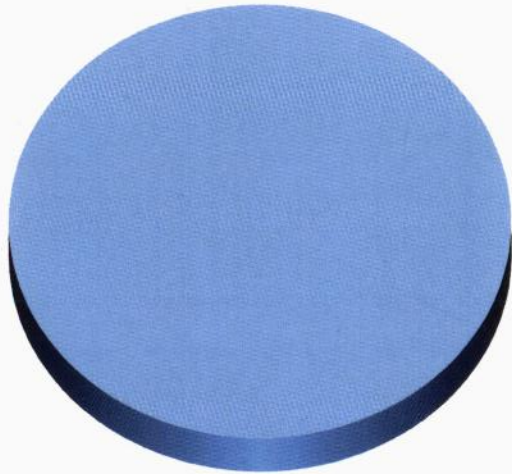
#### Long range capital forecast:

Labor and material costs have risen dramatically over the past several years. Time will tell what will happen in the coming years. However, looking at life cycle expectations even at today's pricing, we are anticipating some notably large expenditure years coming up. I've attached a high level, multi-year report for your review. Not all projects will need to be completed in the specific year indicated in the report, but since these numbers are based on actual projected end of lifecycle replacements for equipment and facilities the county already owns, we will need to be prepared for them one way or another.

Keep in mind that over the long term, any new buildings the county constructs or acquires will need to be added to this schedule for future maintenance as well. Costs for roofing, flooring, paving, and mechanical equipment are astonishing, and are all items that should be considered for long range budgetary planning.

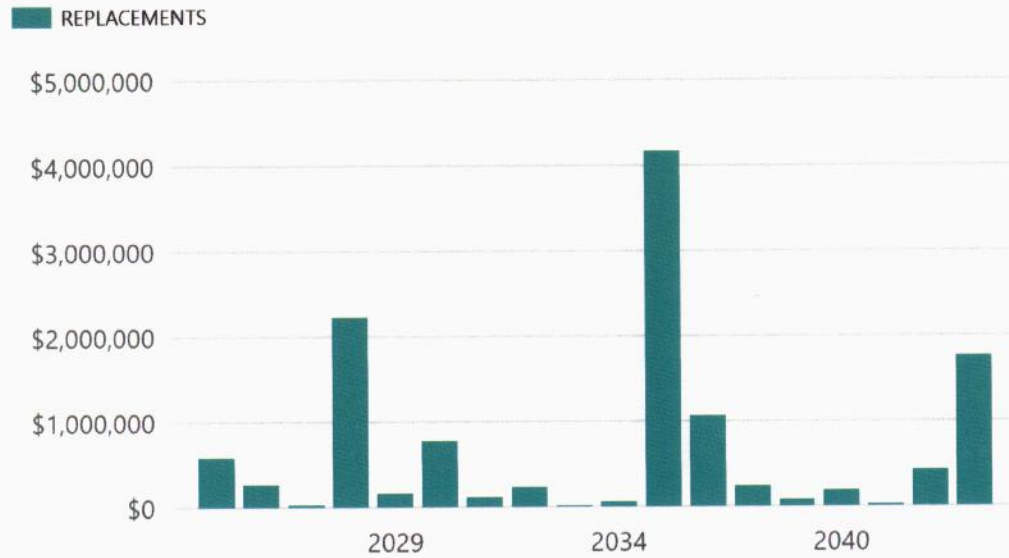
# Maintenance Yearly Costs

Costs by Category



■ No Category
 ■ Roofing

Costs by Year



| Year. | Category          | Cost Type             | Costs               |
|-------|-------------------|-----------------------|---------------------|
| 2025  | No Category       | REPLACEMENTS          | \$584,000.00        |
|       |                   | <b>Category Total</b> | <b>\$584,000.00</b> |
|       | <b>Year Total</b> |                       | <b>\$584,000.00</b> |
| 2026  | No Category       | REPLACEMENTS          | \$265,900.00        |
|       |                   | <b>Category Total</b> | <b>\$265,900.00</b> |
|       | <b>Year Total</b> |                       | <b>\$265,900.00</b> |

## Maintenance Yearly Costs

|                                |                       |                              |
|--------------------------------|-----------------------|------------------------------|
| <b>2027</b> <i>No Category</i> | REPLACEMENTS          | \$27,500.00                  |
|                                | <b>Category Total</b> | <b>\$27,500.00</b>           |
|                                | <b>Year Total</b>     | <b><u>\$27,500.00</u></b>    |
| <b>2028</b> <i>No Category</i> | REPLACEMENTS          | \$2,231,220.00               |
|                                | <b>Category Total</b> | <b>\$2,231,220.00</b>        |
|                                | <b>Year Total</b>     | <b><u>\$2,231,220.00</u></b> |
| <b>2029</b> <i>No Category</i> | REPLACEMENTS          | \$159,000.00                 |
|                                | <b>Category Total</b> | <b>\$159,000.00</b>          |
|                                | <b>Year Total</b>     | <b><u>\$159,000.00</u></b>   |
| <b>2030</b> <i>No Category</i> | REPLACEMENTS          | \$772,645.00                 |
|                                | <b>Category Total</b> | <b>\$772,645.00</b>          |
|                                | <b>Year Total</b>     | <b><u>\$772,645.00</u></b>   |
| <b>2031</b> <i>No Category</i> | REPLACEMENTS          | \$112,312.00                 |
|                                | <b>Category Total</b> | <b>\$112,312.00</b>          |
|                                | <b>Year Total</b>     | <b><u>\$112,312.00</u></b>   |
| <b>2032</b> <i>No Category</i> | REPLACEMENTS          | \$232,000.00                 |
|                                | <b>Category Total</b> | <b>\$232,000.00</b>          |
|                                | <b>Year Total</b>     | <b><u>\$232,000.00</u></b>   |
| <b>2033</b> <i>No Category</i> | REPLACEMENTS          | \$16,000.00                  |
|                                | <b>Category Total</b> | <b>\$16,000.00</b>           |
|                                | <b>Year Total</b>     | <b><u>\$16,000.00</u></b>    |
| <b>2034</b> <i>No Category</i> | REPLACEMENTS          | \$56,500.00                  |
|                                | <b>Category Total</b> | <b>\$56,500.00</b>           |

## Maintenance Yearly Costs

|             |                    |                       |                              |
|-------------|--------------------|-----------------------|------------------------------|
| <b>2034</b> | <b>Year Total</b>  |                       | <b><u>\$56,500.00</u></b>    |
| <b>2035</b> | <b>No Category</b> | <i>REPLACEMENTS</i>   | \$4,169,220.00               |
|             |                    | <b>Category Total</b> | <b>\$4,169,220.00</b>        |
|             | <b>Year Total</b>  |                       | <b><u>\$4,169,220.00</u></b> |
| <b>2036</b> | <b>No Category</b> | <i>REPLACEMENTS</i>   | \$1,066,180.00               |
|             |                    | <b>Category Total</b> | <b>\$1,066,180.00</b>        |
|             | <b>Year Total</b>  |                       | <b><u>\$1,066,180.00</u></b> |
| <b>2037</b> | <b>No Category</b> | <i>REPLACEMENTS</i>   | \$235,000.00                 |
|             |                    | <b>Category Total</b> | <b>\$235,000.00</b>          |
|             | <b>Year Total</b>  |                       | <b><u>\$235,000.00</u></b>   |
| <b>2039</b> | <b>No Category</b> | <i>REPLACEMENTS</i>   | \$75,000.00                  |
|             |                    | <b>Category Total</b> | <b>\$75,000.00</b>           |
|             | <b>Year Total</b>  |                       | <b><u>\$75,000.00</u></b>    |
| <b>2040</b> | <b>No Category</b> | <i>REPLACEMENTS</i>   | \$185,000.00                 |
|             |                    | <b>Category Total</b> | <b>\$185,000.00</b>          |
|             | <b>Year Total</b>  |                       | <b><u>\$185,000.00</u></b>   |
| <b>2042</b> | <b>No Category</b> | <i>REPLACEMENTS</i>   | \$18,000.00                  |
|             |                    | <b>Category Total</b> | <b>\$18,000.00</b>           |
|             | <i>Roofing</i>     | <i>REPLACEMENTS</i>   | \$150.00                     |
|             |                    | <b>Category Total</b> | <b>\$150.00</b>              |
|             | <b>Year Total</b>  |                       | <b><u>\$18,150.00</u></b>    |
| <b>2043</b> | <b>No Category</b> | <i>REPLACEMENTS</i>   | \$425,000.00                 |
|             |                    | <b>Category Total</b> | <b>\$425,000.00</b>          |
|             | <b>Year Total</b>  |                       | <b><u>\$425,000.00</u></b>   |

# Maintenance Yearly Costs

|                          |                    |                       |                        |
|--------------------------|--------------------|-----------------------|------------------------|
| <b>2045</b>              | <i>No Category</i> | <i>REPLACEMENTS</i>   | \$1,759,650.00         |
|                          |                    | <b>Category Total</b> | <b>\$1,759,650.00</b>  |
|                          | <b>Year Total</b>  |                       | <b>\$1,759,650.00</b>  |
| <b>Entire<br/>Period</b> |                    |                       | <b>\$12,390,277.00</b> |



## **AGENDA ITEM**

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

**AGENDA DATE:** February 14, 2024

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

**AGENDA TOPIC:**

Delegate a fence viewing board and set a date and time for a fence viewing as requested by Gary Black

**SUMMARY & BACKGROUND OF TOPIC:**

The county has received a request for a fence viewing. Per statute, the Board of Commissioners serve as the fence viewers, and you may delegate one commissioner to personally view the fence or fence line and report back to the entire commission for action. Enclosed please find the request itself and a draft notice to be sent to the landowners.

**ALL OPTIONS:**

1. Determine which commissioner or commissioners, or your delegates (as allowed by statute) shall do the actual viewing and report back and also select a date in a few weeks for the viewing to take place.
2. Table this item

**RECOMMENDATION / REQUEST:**

Determine which commissioner or commissioners, or your delegates (as allowed by statute) that will do the actual viewing and report back and also select a date in a few weeks for the viewing to take place.



**NOTICE OF FENCE VIEWING**  
**(K.S.A. 29-304)**

PLEASE take note that the Board of County Commissioners of Reno County, Kansas, acting as fence viewers, at the request of Gary Black, will proceed to the location of a partition fence common to a certain tract in the Southwest quarter of Hayes Township Quarter of Section Six (6), Township Twenty-two (22), Range ten (10 West) of the 6<sup>th</sup> P.M., Reno County, Kansas, on \_\_\_\_\_ 2024 at \_\_\_\_:\_\_\_\_ am/pm to review said partition fence and to assign to the respective owners of said adjoining quarter sections, in writing, his, her or their share or part of said partition fence to be by him, her or them kept up and maintained in good repair, all pursuant to K.S.A. 29-304. Copies of Gary Black's request and of K.S.A. 29-304 are enclosed with this Notice.

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Patrick G. Hoffman, County Counselor

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that he mailed a copy of the above and foregoing Notice of Fence Viewing by depositing a copy of the same in the United States mail, postage prepaid and properly addressed, on the 14<sup>th</sup>, day of February 2024, to:

Wetland Sustainability Fund I, LLC  
1 Waterfowl Way  
Memphis, TN 38120

Gary Black  
2418 N Ridgeside Circle  
Wichita, KS 67205

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Patrick G. Hoffman, County Counselor

**29-304. Controversies; settlement by fence viewers.** When any controversy shall arise about the rights of the respective owners in partition fences, or their obligations to keep up and maintain the same in good repair, and if they cannot agree among themselves, either party may apply to the fence viewers of the township in which such fence may be situated, who, after a reasonable notice to the other party, shall proceed, on application as aforesaid, to view such fence, and assign to each party, in writing, his equal share or part of such partition fence, to be by him kept up and maintained in good repair; which assignment shall be recorded by the register of deeds of the county in a book to be provided for that purpose, and shall be final, conclusive and binding upon the parties, and upon all the succeeding occupants of the lands, and they shall be obliged thereafter to maintain their respective portions of said fence.

**History:** G.S. 1868, ch. 40, § 11; October 31; R.S. 1923, 29-304.

## Jubilee Critchfield

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**From:** Jubilee Critchfield  
**Sent:** Tuesday, February 6, 2024 4:23 PM  
**To:** Jubilee Critchfield  
**Subject:** FW: Request for Fence Viewer - Reno County / Hayes Township  
**Attachments:** IMG\_3064.jpg; IMG\_3065.jpg; IMG\_3066.jpg; IMG\_3067.jpg; [EXTERNAL] Fwd Kansas property

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**From:** Black, Gary <[gblack@wm.com](mailto:gblack@wm.com)>  
**Sent:** Friday, February 2, 2024 9:46 AM  
**To:** Patrick Hoffman <[patrick.hoffman@renogov.org](mailto:patrick.hoffman@renogov.org)>  
**Cc:** Gary Black <[garyblack1968@gmail.com](mailto:garyblack1968@gmail.com)>  
**Subject:** [EXT\_SENDER] Request for Fence Viewer - Reno County / Hayes Township

Mr. Hoffman,

I would like to formally request a fence viewing for the northwest ½ mile of the partition fence by the Reno County appointed fence viewers. The parcel to my Northwest sold recently to Wetland Sustainability Fund, LLC / Ducks Unlimited. This parcel has been leased out to the State of Kansas for IWIHA for public hunting. The current fence has been in place for well over 15 years but needs rebuilt. I have reached out to Ducks Unlimited to find out who manages the parcel. I requested that they cost share the rebuilding of the fence with me 50 / 50. I was told they didn't have the funds for fencing at this time. I was disappointed to say the least. I began looking into the State of Kansas Statues regarding partition fences along with the responsibility of each landowner for the maintenance and repairs of said fence.

After being told no on splitting the cost for the fence, I have since emailed my 2 contacts with DU to see if we can come to an agreement on the cost share of replacing the old fence. This has fell on deaf ears, so this is my next step. I have met with 1 contractor to bid this work and have calls out to 2 others. I feel this step of asking for Reno County to conduct the fence viewing as my only option to get a final determination of the cost share of said fencing.

I currently don't run cattle on my land, but I have been considering it in the future. I also believe a fence is needed on this north border as shown below in yellow to keep an honest man honest, now that this land will be open to public hunting. I am also attaching some photos of the old fencing that needs to be replaced along with my emails that I sent after speaking to both contacts from Ducks Unlimited.

Thank you for your consideration regarding this issue. I look forward to working with whoever the County appoints to come out.

Sincerely,

Gary Black  
316-303-6515

Tax ID BLAC00237  
 Tax Year 2023  
 Name BLACK, GARY D  
 Property Address 00000 N SALT MARSH  
 Sec-Twp-Rng 6--22-10  
 Description  
 Parcel ID/Cama 0730600000003000  
 Parcel Classes RL  
 Tax Unit 90



Parcel ID 0730600000003000  
 Sec/Twp/Rng 06-22-10W  
 Property Address N SALT MARSH RD  
 Sterling

Alternate ID R8255  
 Class A - Agricultural Use  
 Acreage 305.4

District  
 Brief Tax Description

090  
 HAYES TOWNSHIP, S06, T22, R10W, ACRES 305.4, S/2 LESS RD R/W  
 (Note: Not to be used on legal documents)













## AGENDA ITEM

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

**AGENDA DATE:** February 14, 2024

**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 Transportation, Appraiser, Automotive, Clerk, Community Corrections, Communications, District Attorney and Emergency Management.



120 W. Avenue B, Hutchinson, KS 67501

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

## Monthly Report for January 2024

Submitted by

Barbara Lilyhorn

Director - Department of Aging and Public Transportation

### Budget

Aging Services has spent 8% and Public Transit has spent 3 % of the Department budgets respectively – a composite total of 5% of the entire 002 expenditure budget as of 12/22/2023. Composite revenue is 8 %.

13<sup>th</sup> Month expenses continued to trickle into the FY 2023 budget this month. To date Aging Services has spent 87% and Public Transit has spent 70 % of the Department budgets respectively – a composite total of 75% of the entire 002 expenditure budget as of 12/22/2023. Composite revenue is 76 %.

I began work on the 2025 CIP and overall budget. Requests for FY 2025 funding letters were sent to the Senior Centers and other agencies.

### Public Transportation

#### Staff

With the retirement of Rcat Dispatcher Carol Thomas on January 31, Rcat has one open position.

#### Operations

The Reno County Public Transportation Commission met and reviewed Rcat's inclement weather policies.

The FTA has changed the Drug & Alcohol Management Information Systems reporting process. The HR Department will continue to conduct all the drug and alcohol testing for Rcat but will now have additional reporting responsibilities.

Rcat passengers have been affected by the low temperatures through out the month. Fixed Routes did not operate on January 9, however Paratransit and On Demand service remained in service.

I attended the Quarterly meeting of the Transit Council District 2.

### Aging

#### Staff

The Social and Human Services position is open.

The Department received shipment of the planned partition walls for the Department of Aging lobby. The walls will be used to create a private office by enclosing the current reception desk which is completely open to the lobby. As soon as the walls are installed, the Administrative Financial Assistant will move into the new private office. We will open the Social and Human Service Assistant position and when filled, that person will be housed in her "old" office.

#### Operations

Staff have been very busy this month assisting people who have been impacted by switching to Medicare Advantage plans during the recent open enrollment period.

The Reno County Council on Aging met. I attended the monthly SCKAAA meeting via ZOOM due to poor weather.



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

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Re: Monthly report for end of January 2024

To: Randy Partington, County Administrator

### **Staffing changes or issues**

The County Appraiser's office is fully staffed.

### **Financial Summary**

As of 2/1/24, the Appraiser's Office has spent approximately 7% of the year-to-date budget, with approximately 84% of expenses being payroll. The remaining expenses were primarily regular and seasonal/monthly expenses.

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

#### Residential & Commercial Departments

- The 2024 valuation is nearly complete. Staff is working on quality control reports. The valuation file will be sent to the printer on Feb 15. 2024 valuation notices will be mailed on Friday, March 1, and will begin showing up in mailboxes the following week. Values should be updated on the website (Beacon) on March 1.
- Staff continues to process payment under protest hearings as they come in from the Treasurer.
- We have worked with the Treasurer's office to update the payment under protest application form, and have reduced it from three pages to one page.

#### Personal Property

- Staff is entering updates from personal property renditions as they come in. (Renditions were mailed at the beginning of January.)
- Staff is entering watercraft values for the 2024 valuation cycle.
- Staff is preparing for oil & gas renditions to begin coming in from Operators by the filing deadline of April 1.

#### Support Staff

- Staff is processing splits & combos of parcels for the 2024 valuation.
- Staff continues to process deeds and update records accordingly.
- Staff continues to work with IT to determine best practices for workflow efficiency.



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

### **Budget YTD Summary**

Our fuel expenses for 2023 came in at \$207,408. This is down \$40,166 from the 2022 expenses so we hope this trend continues. The Department of Energy fuel forecast for 2024 is down 16 cents a gallon from 2023 so this sounds promising. Repair parts came in at \$72,851 for 2023.

### **Projects/Issues**

As far as replacement vehicles are concerned the cost was \$173,441 out of the budget of \$268,213 for 2023. We replaced one vehicle for Maintenance, one for Emergency Management, one for the Health Department and two for the Sheriff's Department. One vehicle was ordered for the jail but will not come in for several months. We did not order any replacement patrol vehicles for 2023 as the Ford orders banks did not open for the 2024 model year. We are looking to order at least 4 patrol vehicles, hopefully next month. We are staying with the Ford Interceptor Utility, so we have a similar fleet and to save equipment costs by transferring equipment from the old units when possible.

Purple Wave auctions continue to do well and we will be selling 3 surplus vehicles in the coming month.

December fuel expenses came in at \$12,499.47.



**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

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## Clerk/Election Monthly Report for January

In the Election's Office we are preparing for the Presidential Preference Primary. There are 4 Democrat and 4 Republican candidates on the ballot.

In the Clerk's Office we are balancing year end numbers and preparing the W-2's and the 1099's to be distributed.

By the end of January, 9% of the year-to-date budget has been used in the Clerk's Office with the majority of that for payroll and 2% in the Election's Office has been used, with the majority of that for payroll.

Donna Patton



# COMMUNITY CORRECTIONS

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

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County Commission Report

January 2024

## Staffing

There are no open positions at Community Corrections.

## Projects/Concerns

Training on developing effective, behavior focused case plans has been an emphasis in January. Sometimes these required documents become just that, a required document that doesn't have much value. Officers complete them but too often they're shallow, focus on probation conditions, and just aren't reviewed regularly. After some auditing and reviewing what officers were using for case plan goals, training was presented in two staff meetings. Officers were encouraged to use the results from the risk and needs assessments to talk to their clients about crime-causing risk factors and how to address them. Officers need to go beyond compliance with probation conditions such as remaining sober to digging into what factors are contributing to substance use. Focusing on these deeper issues helps reduce recidivism and revocations to prison.

## Financial

Governor Kelly included an additional \$2.5 million in her budget for Community Corrections statewide grants for FY'25. This is less than the \$5 million enhancement recommendation put forth by the Kansas Department of Corrections and the Kansas Community Corrections Association. In January I presented testimony to the House Transportation and Public Safety Committee and the Senate Ways and Means Subcommittee on the KDOC budget to advocate for the \$5 million enhancement.

The Governor's budget enhancement includes \$1.5 million for adding officers and \$1 million for interventions. When the \$1 million for interventions is divided between 31 judicial districts and nearly 8,000 probationers it doesn't go very far. Especially after eleven years of flat or reduced funding for operations and interventions. For Reno County this would be about \$114 per probationer, or a little less than \$41,000 total.

A five percent pay raise for State employees was also included in the Governor's budget for FY'25. Since Community Corrections staff are County employees rather than State employees the raises to remain competitive has to come from existing grant funds. It is important for grant allocations to be increased when State employees receive raises for us to avoid losing trained staff.

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## Communications Monthly Report – January 2024

**Graphic Design:** Happy Kansas Day, Career Quest handout, Bridge Closed signs, Martin Luther King Jr. Day holiday and offices closed.

**Website:** Upcoming election deadlines, Storm Fury on the Plains presentation, Reno County Health Department mentors Monroe County Health Department from Wisconsin, Request for Bids – Kansas Rehabilitation Tax Credits, Reno County closed on Dr. Martin Luther King Jr. national holiday, Reno County Medical Reserve Corps holds first meeting after revitalization, Deputy Treasurer Richele Calvert sworn in as new Reno County Treasurer, Reno County Commission choose new Chairman and Vice-Chairman, and Treasurer Brenda Kowitz retires.

**Videos/Photos: Videos:** Reno County Health Dept. surveyors at Hadley Day Care Center.

**Photos:** Seth Dewey at All Hands On Deck event, snow photos, county commission meetings 01-10-24 and 01-31-24, Richele Calvert sworn in as Treasurer, first meeting of MRC, Childcare Training Event, Monroe County Health Dept. visits Reno County Health Dept., Surveyors at Hadley Daycare, Public Works employees hauling snow away from courthouse, Reno County Sheriff's Office at retirement open house for Doug Hanen retiring from the Hutch Fire Department, and renovation photos.

### Social Media: January 2024

- Facebook Reno County: 4,118 followers (+92), 41 posts
  - Top Post: Thank you to Public Works (01.12.24)
    - 76,717 reach, 3,038 engagements, 71 shares, 1,396 reactions, 133 comments
- Twitter: 874 followers (+4), 27 tweets
  - Top Tweet: Reno County Sheriff's Office congratulates Hutch Fire Dept Doug Hanen on his retirement. (01.26.24)
    - 34 impressions, 6 media engagement
- YouTube: 363 subscribers (-1)
  - Top video: Reno County Board of County Commissioners (01.10.24)
    - 146 views
- LinkedIn: 119 followers (+2), 0 posts
- Instagram: 24 followers (+1), 24 posts.

**Committee Meetings:** Hutchinson Community Foundation Strategic Impact Committee.

## January 2024 BOCC Update

**Staffing Changes or Issues:** As of January 31, 2024, the Reno County District Attorney's Office employs 21 people when fully staffed: seven attorney/prosecutors: one investigator/coroner assistant; two part-time assistant coroners; one office manager; one victim/witness coordinator; one diversion coordinator; and eight office legal support staff. The office is fully staffed as of the end of November 2023 except for one attorney position. We recently filled our receptionist position. Kristi Winters started with our office this month. Although I have not been able to fill the attorney's full-time position, I have hired Bob Almanza as a temporary, part-time Assistant District Attorney. Bob will work at least one day per week and will handle first appearances on the days he works. He will also assist in charging out cases and any other duties to which he is assigned. I am hopeful that Bob will come on as a full-time employee once his current teaching contract expires.

There were no graduations from Drug Court in the month of January 2024. 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 90% of budget as of January 31, 2023, with a few 2023 expenses still to be accounted for 2023, we should come in under budget for the year.

**Projects-Issues-Challenges-Concerns:** See prior reports.

The 23<sup>rd</sup> annual DA's Toys for Tots Drive was held December 4-8, 2023. The Drive has expanded over the years to a point that many of the County Departments participated in collecting new, unwrapped toys for disadvantaged children in Reno County. This effort was crucial during these difficult economic times. Toys for Tots boxes for the Toy Drive were placed in the following locations: the District Attorney's Office on the fifth floor of the Courthouse, the first floor of the courthouse near the east doors, the Reno County Annex building, The Reno County Sheriff's Office at the court house and at the correctional facility, the Department of Aging and RCAT, Public Works, Reno County Youth Services, the Reno County Health Department, the Hutchinson Police Department and Bin Shop'n. We collected about 18 boxes of toys at this year's drive, adding up to 572 toys. We also collected 79 hats, 6 hat and glove sets, 27 pairs of gloves, 7 earmuffs and \$251 in monetary contributions. Thank you for helping the children of Reno County this Christmas by bringing a new, unwrapped toy to our collection hubs.

The District Attorney's First-Time Felony Drug Offense Diversion Program began operating on January 2. We have received much interest in the program and had two official applications in January. I expect the applications to increase as word of the program gets out to defense counsel and they begin to see the advantage the program can be to their clients.

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





Emergency Management

Reno County  
206 W 1<sup>st</sup> Ave  
Hutchinson, KS 67501  
620-694-2974

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12/19/2023

**Staffing changes or issues (if any)**

There are no staffing changes to report.

**Budget YTD summary**

Emergency Management has used 95% of their 2023 budget and 7% of the 2024 year-to-date budget.

**Projects/Issues/Challenges/Concerns**

Activities:

- Attended Kansas Emergency Management Association meeting and statewide meetings.
- As mentioned in previous reports, planning:
  - Our mitigation plan is expiring at the end of 2024. The mitigation plan will continue to be a focus of 2023 and 2024.
    - This plan is nearing completion.
  - The County Emergency Operations Plans was approved by the state and sent to the BOCC. Formal adoption will be requested in February.
- Lexipool fire district policies are completed. There are a few minor changes that were sent to Lexipol. Once those are made, the policies will be sent and presented to the BOCC for adoption/approval.
- We have met with all the fire districts to discuss the merger. A memorandum for record was created for each fire district after that meeting, sent to the fire district to review and add any additional information. The review of these This is the last presentation to the fire districts. After each merger meeting with the fire districts, I complete a memorandum for record, send it to the fire district for their review and any additional information they want to add. The final memorandum that is being reviewed is due back on February 11<sup>th</sup>.
  - All memorandums will be signed and finalized in February.
- We will host Storm Furry on the Plains at the Hutchinson Fire Department CTC on February 8, 2024 at 6:30pm. This is a severe storm presentation and training presented by the National Weather Service. There is no need to register for this event.
- In 2024 building needs is an immediate focus.