



## COUNTY COMMISSION

Ron Sellers  
District 1  
Member

Ron Hirst  
District 2  
Chair

Daniel P. Friesen  
District 3  
Vice-Chair

**Courthouse**  
206 W. 1<sup>st</sup> Avenue  
Hutchinson, KS 67501

### AGENDA

#### Commission Chambers Tuesday, April 13, 2021, 9:00 A.M.

- I. Call to Order**
- II. Pledge of Allegiance to the American Flag and Prayer**
- III. Welcome and Announcements by Commission Chair**
  - A. Proclamations
    1. Reno County Crime Victims' Rights Week received by Thomas Stanton, District Attorney.
    2. Week of the Young Child received by Michael Woods, Kansas Children Service League Family Services Supervisor.
    3. Child Abuse Prevention Week received by Michael Woods, Kansas Children Service League Family Services Supervisor.
- IV. COVID-19 Update**
  - A. Karla Nichols, Health Director and Karen Hammersmith, Health Officer.
- V. 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.
- VI. Determine Additions or Revisions to the Agenda**
- VII. Consent Agenda**

If any Commissioner would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.

  - A. Vouchers (bills or payments owed by the county or related taxing units).
  - B. Reappoint Ray Hemman, Shannon Hauschild, Lacy Stauffacher and Erica Rivera to serve on the Community Corrections Advisory Board for a two-year term ending March 2023.
  - C. Solid Waste's purchase of a 2016 Case Tractor from KanEquip at a total cost of \$100,000.
  - D. Resolution 2021-09 Amending in total Resolution 1995-25 which established maximum weight of vehicles traveling on all asphalt county roadways.
  - E. Public Works Policy on Oversize – Overweight Haul Loads.
  - F. Public Works Policy Revision on Utility Poles and Wireless Support Structures.
    1. **Action** – Motion to **approve** the Consent Agenda  
Friesen                  Sellers                  Hirst
- VIII. Business Items**
  - A. Update on recent fires by Steve Beer, Hutchinson Fire Chief.
  - B. Planning Case 2021-02 – A request for a conditional use permit to place a manufactured home at 1002 N. Obee Road by Mark Vonachen, County Planner.

- C. Agreement with Kirkham, Michael & Associates to complete the survey and design plans for 69<sup>th</sup> Avenue Bridge 26.70 for replacement over Cow Creek at a lump sum fee of \$73,000.00 by Don Brittain, Public Works Director.
- D. Agreement with JEO Consulting Group, Inc. To complete the survey and design plans for Wilson Road Bridge 25.90 (Willowbrook Entrance) for replacement over Cow Creek at a lump sum fee of \$103,240.00 by Don Brittain, Public Works Director.
- E. Sheriff Update by Sheriff Darrian Campbell.
- F. Commercial Wind Energy Conversion Systems Proposed Regulations.

**IX. County Administrator Report**

- A. Department Reports
- B. Financial Reports
- C. Youth Services Director

**X. Executive Session**

- A. Executive Session for Attorney Client Privileges for 30 minutes with no legal binding action to take place.

**XI. County Commission Report/Comments**

**XII. Adjournment**

**PROCLAMATION**

**Whereas**, being a victim of crime and navigating the criminal justice system can be a frightening and confusing experience; and

**Whereas**, progress in improving the treatment of crime victims has been made through the efforts of thousands of victims and survivors who turned their own experiences into a force for positive change, ensuring that others can receive justice, meaningful assistance, and compassionate treatment before the law; and

**Whereas**, since the passage of the Victims of Crime Act of 1984, and through the dedicated work of advocates, lawmakers, and victim service providers, there is a growing array of services and resources available to victims and to their loved ones; and

**Whereas**, honoring the rights of victims – including the rights to be heard and to be treated with fairness, dignity, and respect – and working to meet their needs rebuilds their trust in the criminal justice and social service systems; and

**Whereas**, individuals' trust in the compassion, understanding, and support to their communities is achieved through sustained, deep-rooted, and coordinated outreach; and

**Whereas**, identifying, reaching, and serving all victims of crime, especially those from groups that often have less access to healing services and avenues to justice – is essential; and

**Whereas**, our community's continued engagement with the challenges faced by victims of crime will ensure that the progress made to date is not lost, and that new ground is broken to gain greater justice and healing for all victims; to gain greater justice and healing for all victims; and

**Whereas**, *National Crime Victims' Rights Week, April 18-24, 2021*, provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime; and

**Whereas**, Reno County District Attorney's Office is hereby dedicated to supporting victims and survivors in the aftermath of crime, building trust among our clients; collaborating with other services providers, and engaging our community in response efforts.

**Now therefore**, as the Board of the County Commissioners of Reno County, Kansas, do hereby proclaim the week of April 18-24, 2021, as:

***RENO COUNTY CRIME VICTIMS' RIGHTS WEEK***

And reaffirm the Board of County Commissioners of Reno County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

In Witness Whereof, we have hereunto set our hands and caused the Seal of Reno County, Hutchinson, Kansas, to be affixed, this 13<sup>th</sup> day of April, 2021.

**Board of Reno County Commissioners:**

\_\_\_\_\_  
Ron Hirst, Chairperson

\_\_\_\_\_  
Daniel P. Friesen, Member

\_\_\_\_\_  
Ron Sellers, Member

ATTEST:

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

## **PROCLAMATION**

**WHEREAS**, the Early Childhood Council and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 12<sup>th</sup> – 17<sup>th</sup>, 2021; and

**WHEREAS**, these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children, and to building better futures for everyone in Reno County; and

**WHEREAS**, all young children and their families across the country and in Reno County deserve access to high-quality early education and care; and

**WHEREAS**, in recognizing and supporting the people, programs and policies that are committed to high-quality early childhood education as the right choice for kids.

**NOW, THEREFORE, We, the Board of County Commissioners of Reno County, Kansas**, do hereby proclaim the week of April 12<sup>th</sup> – 17<sup>th</sup>, 2021, as

### **“Week of the Young Child”**

and encourage all citizens to work to make a good investment in early childhood in Reno County.

**IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS AND CAUSE THE** seal of Reno County, Kansas to be affixed this 13th day of April 2021.

BOARD OF RENO COUNTY COMMISSIONERS:

\_\_\_\_\_  
Ron Hirst, Chairman

\_\_\_\_\_  
Daniel P. Friesen, Member

\_\_\_\_\_  
Ron Sellers, Member

ATTEST:

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



## **PROCLAMATION**

**WHEREAS**, children are key to the state's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

**WHEREAS**, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

**WHEREAS**, child abuse and neglect can be prevented by supporting and strengthening Kansas' families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

**WHEREAS**, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

**WHEREAS**, by providing a safe and nurturing environment for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation; and

**WHEREAS**, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment.

**NOW THEREFORE**, we the Board of County Commissioners of Reno County, Kansas do hereby proclaim the month of April 2021 to be

### **"CHILD ABUSE PREVENTION MONTH"**

and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to prevent child abuse, thereby strengthening the communities in which we live.

**IN WITNESS WHEREOF**, we have hereunto set our hands and cause the seal of Reno County, Kansas, to be affixed this 13th day of April 2021.

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

\_\_\_\_\_  
Ron Hirst, Chairperson

\_\_\_\_\_  
Daniel P. Friesen, Member

\_\_\_\_\_  
Ron Sellers, Member

ATTEST:

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



## AGENDA ITEM

**AGENDA  
ITEM #07B**

**INFORMATION:** By Statute the County Commission makes appointments to the Community Corrections Advisory Board. Four current members have agreed to serve an additional two-year term. Please Reappoint Ray Hemman, Shannon Hauschild, Lacy Stauffacher, and Erica Rivera.  
(From and Issue)

**PRESENTED BY:** Randy Regehr

**AGENDA DATE:** April 13, 2021

**BACKGROUND** Ray Hemman is the Public Information Officer for USD 308  
Shannon Hauschild is a Peer Mentor in the substance abuse field  
Lacy Stauffacher is the Financial Capability Coordinator at Interfaith Housing  
Erica Rivera is the Executive Director at Prairie Independent Living Resource Center

### **ALTERNATIVE**

**RECOMMENDATION** Please reappoint these individuals to another two-year term ending March 2023.

**FISCAL IMPACT** N/A



**AGENDA  
ITEM #07C**

**AGENDA ITEM**

**INFORMATION:** Purchase of a Used 2016 Case IH Maxxum 125 CVT Tractor from KanEquip Inc.  
(From and Issue) 1100 Willbeck Dr South Hutchinson, KS 67505 in the amount of \$100,000.00

**PRESENTED BY:** Megan Davidson

**AGENDA DATE:** April 13, 2021

**BACKGROUND** Reno County Landfill currently owns a 2008 Case Puma 125 tractor with 6,850 hours. This tractor was scheduled to be replaced on the Capitol Improvement Plan and has been budgeted for replacement this year. The tractor's main function is used for mowing the entire facility and it also pulls other attachments to perform dirt work as well when projects are being performed on site.

- ALL OPTIONS**
1. Purchase the 2016 Case IH Maxxum 125 CVT Tractor for \$100,000 including a Powertrain Plus Protection Plan Warranty valid until 500 hours or 2 years after purchase date, whichever comes first.
  2. Purchase a Brand new Tractor in equivalent size with a starting price of \$152,000. We can not justify the dollars of a brand new machine with the limited amount of hours that we utilize the machine for the price of a new.

**RECOMMENDATION** Purchase the 2016 Case IH Maxxum 125 CVT Tractor. This machine comes with the Powertrain Plus Protection Plan 500 hours or 2 years It is available for delivery now. The purchase price after trade-in is \$100,000.00

**FISCAL IMPACT** Cost of 2016 Case IH Maxxum 125 CVT Tractor \$120,000.00  
Trade in of 2008 Case Puma 125 \$20,000.00  
Total Cost of 2016 Case IH Maxxum 125 CVT Tractor - \$100,000.00  
This Tractor was budgeted into our Capitol Improvement Plan for 2021.



**Reno County Solid Waste**  
**703 S. Mohawk**  
**Hutchinson, KS 67501**  
**(620) 694-2586**  
**Fax (620) 694-669-8126**

Details	Prairieland Partners 1800 S Lorraine Hutchinson, KS	KanEquip 1100 Willbeck Dr South Hutchinson	Agri Center 5104 S State Rd 96 Hutchinson	LDI 800 Wilbeck Dr Suth. Hutchinson
Make, Model	2015 John Deere 6155R	2016 Case IH Maxxum 125 CVT	No Tractor To Quote	No Tractor To Quote
Hours	1580	1200		
Price	\$124,500	\$120,000		

**\*\* The Case IH Maxxum 125 CVT comes with Powertrain Plus Protection Plan up to 500 hours or 2 years whichever comes first. The FINAL price on the Case IH Maxxum Tractor with trade-in is \$100,000.**



## PURCHASED PROTECTION PLAN MASTER PARTS SCHEDULE

This Plan excludes protection for any component that is not listed on the "Master Parts Schedule", including any resulting or consequential damage to a "covered component" that is caused by or results from the failure of a component not listed on the Master Parts Schedule, for the Plan Option selected. In the event of an eligible failure, the deductible selected for any New Equipment Purchased Protection Plan will be applied to each eligible failure. Please see the Terms and Conditions document, as issued, for complete Plan details. Note: Dealer installed options are not eligible for reimbursement.

### TRACTOR

#### New Equipment Plans

#### POWERTRAIN PLUS PLAN OPTION COVERED COMPONENTS

ENGINE	TRANSMISSION	DRIVELINE	HYDROSTATIC	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Engine Block</li> <li><input type="checkbox"/> Cylinder Liners</li> <li><input type="checkbox"/> Front &amp; Rear Engine Covers</li> <li><input type="checkbox"/> Crankshaft</li> <li><input type="checkbox"/> Crankshaft Bearings</li> <li><input type="checkbox"/> Crankshaft Gear</li> <li><input type="checkbox"/> Front &amp; Rear Crankshaft Seals</li> <li><input type="checkbox"/> Flywheel, Ring Gear</li> <li><input type="checkbox"/> Cylinder Heads</li> <li><input type="checkbox"/> Rocker Arm Assembly</li> <li><input type="checkbox"/> Valve Cover</li> <li><input type="checkbox"/> Camshaft</li> <li><input type="checkbox"/> Camshaft Drive Gear</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Timing Gears</li> <li><input type="checkbox"/> Accessory Gears</li> <li><input type="checkbox"/> Pistons &amp; Rings</li> <li><input type="checkbox"/> Connecting Rods &amp; Bearings</li> <li><input type="checkbox"/> Water Pump</li> <li><input type="checkbox"/> Fuel Injection Pump</li> <li><input type="checkbox"/> Fuel Injectors</li> <li><input type="checkbox"/> Turbocharger</li> <li><input type="checkbox"/> Oil Pump</li> <li><input type="checkbox"/> Oil Pan &amp; Gaskets ... and all internally lubricated parts within the above systems</li> </ul> <p style="text-align: center;"><b>Components Covered after Emission Warranty...</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Charge Air Cooler</li> <li><input type="checkbox"/> Electronic Engine Control Module</li> <li><input type="checkbox"/> EGR System Manifold</li> <li><input type="checkbox"/> Injection Pump</li> <li><input type="checkbox"/> Intake and Exhaust Manifold and Gaskets</li> <li><input type="checkbox"/> Turbocharger and Gasket</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Transmission Case</li> <li><input type="checkbox"/> Differential Housing</li> <li><input type="checkbox"/> Wet Brakes/ Wet Clutches</li> <li><input type="checkbox"/> Clutch Housing</li> <li><input type="checkbox"/> Independent PTO Clutch Housing</li> <li><input type="checkbox"/> Input &amp; Output Shafts &amp; Shaft Seals (Internal Failure)</li> <li><input type="checkbox"/> Transmission Control Valves (Excludes Solenoids)</li> <li><input type="checkbox"/> Transmission Charge Pump</li> <li><input type="checkbox"/> Axle Lubrication Pump</li> <li><input type="checkbox"/> Outboard Planetary Final Drive</li> <li><input type="checkbox"/> Transmission Gears, Bearings &amp; Shafts</li> <li><input type="checkbox"/> Torque Converter &amp; Pump ... and all internally lubricated parts within the above systems</li> </ul> <p style="text-align: center;"><b>Exclusions: Tractor Hydraulic Lift Cover and its components</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Pinion Housing</li> <li><input type="checkbox"/> Ring Gear Housing</li> <li><input type="checkbox"/> Final Drive Housing (Inboard &amp; Outboard)</li> <li><input type="checkbox"/> MFD Drive Clutch Housing</li> <li><input type="checkbox"/> Axle Housing</li> <li><input type="checkbox"/> Axle Shaft</li> <li><input type="checkbox"/> Drive Shaft &amp; Support Bearing</li> <li><input type="checkbox"/> Universal Joints</li> <li><input type="checkbox"/> CV Joints</li> <li><input type="checkbox"/> Sealed Bearings</li> </ul> <p style="text-align: center;"><b>Exclusions: External shaft seals, and undercarriage components</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Hydrostatic Motor</li> <li><input type="checkbox"/> Hydrostatic Variable-Displacement Pump</li> <li><input type="checkbox"/> Pump Drive Housing</li> </ul>
ELECTRONIC	HYDRAULICS			
<ul style="list-style-type: none"> <li><input type="checkbox"/> Transmission Control Module</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Hydraulic Brake Valve (Manual or Power)</li> <li><input type="checkbox"/> Hydraulic Oil Cooler</li> <li><input type="checkbox"/> Hydraulic Hoses and Piping (Hydraulic Only)</li> <li><input type="checkbox"/> Relief Valves/Unload Valves</li> <li><input type="checkbox"/> Hydraulic Motors</li> <li><input type="checkbox"/> Pilot Control</li> </ul>			

#### POWERTRAIN PLUS EXCLUSIONS

Engine/Transmission Mounts, Filters, Belts, Pulleys, Loose/Broken Bolts, Lubricants, Antifreeze, Adjustments, Burnt And/Or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Dry Clutches, Batteries, Electrical Components Not Listed Above, Steel Pipes and Gauges, Engine Oil Lines/Hoses Including Fittings, Air and Water Lines/Hoses Including Fittings, External Hydraulic Seals, External O-Rings And Bonded Washers, Hydraulic Quick Couplers, Gas Struts, and Wear Items. Software Downloads and Updates.

#### REQUESTS FOR REIMBURSEMENT THAT INCLUDE STAND-ALONE LEAK FAILURES, MUST INCLUDE PRE-REPAIR PHOTOS

Internal oil seals/gaskets leaking which cause either the need for regular topping up of lubricant between regular service intervals, or a sudden escape of lubricant, may be covered. Internal oil seals/gaskets are oil seals/gaskets which are internal to the machine and do not have a face to the outside air.

External oil seals/gaskets that has oil escaping from an eligible reservoir, sump, housing or gearbox, where the correct level cannot be maintained to ensure proper operation, has developed a drip/run that reaches the ground, will damage surrounding components, or puddle in/on the machine, may be covered so long as the leak is an internal seal/gasket failure and cannot be attributed to wear or contamination. External oil seals/gaskets have an external face and are susceptible to wear and contamination damage. External oil seals/gaskets leaking but not requiring regular topping up of lubricant between regular service intervals, and which are found at service inspection, and have not been previously reported as a fault by the client, are not covered.

2014\_Oct1\_NEW TRACTOR\_PTPLUS\_mps\_en

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 2016 Case IH MAXXUM 125 CVT Tractor For Sale



**PRICE:** \$120,000 USD      **LOCATION:** Hutchinson, Kansas      **PHONE:** 620 662-0211

### DESCRIPTION

Used, AVAILABLE Immediately, On Yard, For Sale, 1200 HOURS, DRIVE: MFD, 125 HORSEPOWER

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### STOCK #

P4500

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### SERIAL

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### STORE

KanEquip, Inc.

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### LOCATION

1100 Willbeck Drive South Hutchinson, Kansas 67505

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### LANGUAGES SPOKEN

English

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## DETAILS

Stock #: P4500

Year: 2016

Status: On Yard

Est Hours: 1200

Make: Case IH

Horsepower: 125

Model: MAXXUM 125 CVT,MFD

Compact Tractor: No

## NOTES

2016 CIH MAXXUM 125 CVT, 6 CYL ENGINE, 50 KPH CVT TRANSMISSION, MFD, 540/1000 PTO, AUTO PTO, CLASS 4 AXLES, FRONT FENDERS, FRONT WEIGHT RACK, CAB SUSPENSION, BUDDY SEAT, HEAT AND AIR, AUTO TEMP. CONTROL, RADIO, FLASHING LIGHTS, ELECTRIC ADJUST MIRRORS, 3 ELECTRIC REMOTES, 14.9R28 FRONT TIRES, 18.4R42 REAR TIRES







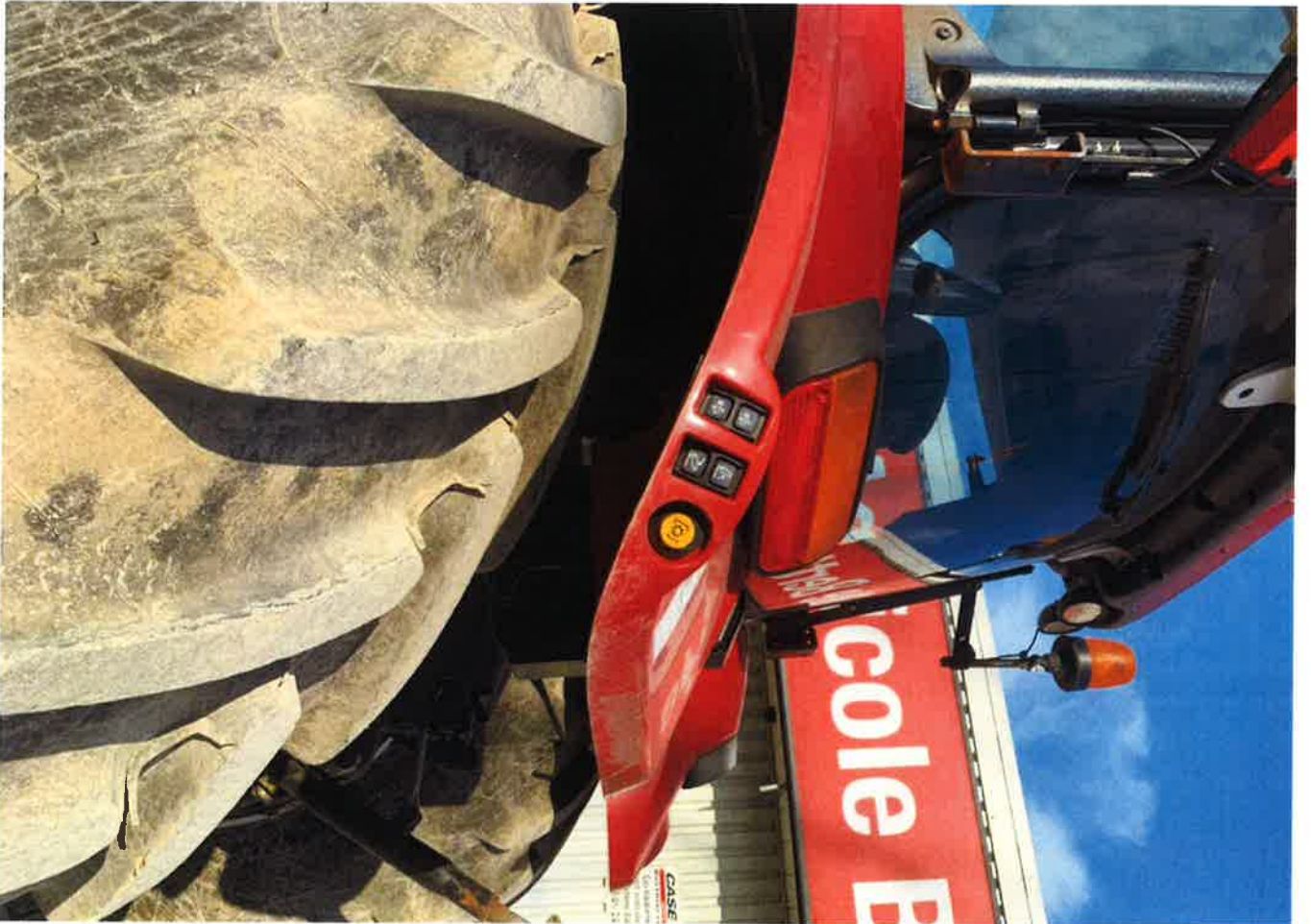












1300 S. Buckeye Ave  
 Abilene, Ks 67410  
 Call Us: (785) 263-3051  
<http://www.prairielandpartners.com/>



# JOHN DEERE



## 2015 JOHN DEERE 6155R

### SELLING PRICE - \$124,500.00

FEATURES Cab MFWD w/ Suspension IVT Guidance-ready: Yes Guidance Display: Yes Rear PTO: 540/1000 Single Tire Width: Mid Loader: Yes 50K Transmission Loader Ready Auto Powr Infinitely Variable Transmission (IVT) 50 km/h (31 mph) Single 10 in. Command Center Display ISO BUS Ready / GreenStar Ready 4600 Processor Premium Cab with Command Arm - RX Premium Radio Package - RX Hydraulic Pump - 114 L/min (45ccm) PFC System Three Electronic Selective Control Valves - Premium Rear PTO - 540/540E/1000 - for R&P Axle Telescopic Draft Links with Ball End Center Link with Ball End - Category 3 Sway Blocks Rack and Pinion 3.62 In. (92mm) Adjustable Cast Wheels Rear Wheels 480/80R46 In. R1 Radial Rear and Front Tire Brand - Firestone 4WD front axle - TLS Plus with brakes 420/90R30 R1 Toolbox Front Fenders for Mechanical Front-Wheel Drive (MFWD) - Rigid Ethernet Switch Front and Rear Roller Blind Cold Start Package IFuel Tank Bottom Guard Drawbar Premium Panorama Roof Light Package Alternator 14V / 240A Hydraulic Trailer Brake System Panorama Glass Roof Loader Ready - Electrical Midstack SCV, 3-Functions Front base weight - 110 kg Rear Wheel Weights- 820 kg (1,808 lb) Inside/Drive Wheel ENGINE HOURS 1574



## INFORMATION

- Cab: Cab
- Front Axle: MFWD w/ Suspension
- Transmission: IVT



- Guidance-ready:Yes
- Guidance Display:Yes
- Rear PTO:540/1000
- Rear Tires:Singles
- Tire Width:Mid
- Loader:Yes
- Options:50K Transmission
- Options:Loader Ready
- AutoPowr Infinitely Variable Transmission (IVT) 50 km/h (31 mph)
- Single 10 in. CommandCenter Display
- ISOBUS Ready / GreenStar Ready
- 4600 Processor
- Premium Cab with CommandArm - RX
- Premium Radio Package - RX
- Hydraulic Pump - 114 L/min (45ccm) PFC System
- Three Electronic Selective Control Valves - Premium
- Rear PTO - 540/540E/1000 - for R&P Axle
- Telescopic Draft Links with Ball End
- Center Link with Ball End - Category 3
- Sway Blocks
- Rack and Pinion 3.62 In. (92mm)
- Adjustable Cast Wheels
- Rear Wheels 480/80R46 In. R1 Radial
- Rear and Front Tire Brand - Firestone
- 4WD front axle - TLS Plus with brakes
- 420/90R30 R1
- Toolbox
- Front Fenders for Mechanical Front-Wheel Drive (MFWD) - Rigid
- Ethernet Switch
- Front and Rear Roller Blind
- Cold Start Package I
- Fuel Tank Bottom Guard
- Drawbar
- Premium Panorama Roof Light Package
- Alternator 14V / 240A
- Hydraulic Trailer Brake System
- Panorama Glass Roof
- Loader Ready - Electrical Midstack SCV, 3-Functions
- Front base weight - 110 kg
- Rear Wheel Weights- 820 kg (1,808 lb) Inside/Drive Wheel

## PHOTOS





- **Sale Price** \$124,500.00
- **Location** Abilene
- **Condition** Pre-Owned
- **Stock Number** 176994
- **Year** 2015
- **Make** John Deere
- **Model** 6155R
- **VIN** 1RW6155RCFD022434
- **Engine Hours** 1580
- **Status** Available

## SPECIFICATIONS





## AGENDA REQUEST

**AGENDA  
ITEM #07D**

**INFORMATION:** Resolution Amending in Total Resolution 95-25 Which Established Maximum Weight of Vehicles Traveling On All Asphalt County Roadways Under the Jurisdiction and Control of The Board of Reno County Commissioners and Defining the Terms and Conditions Thereof.  
(From and Issue)

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

**AGENDA DATE:** April 13, 2021

**BACKGROUND** n/a

**ALTERNATIVE** n/a

**RECOMMENDATION** Approval and Signature of Resolution.

**FISCAL IMPACT** n/a

**A RESOLUTION AMENDING IN TOTAL RESOLUTION 95-25 WHICH ESTABLISHED MAXIMUM WEIGHT OF VEHICLES TRAVELING ON ALL ASPHALT COUNTY ROADWAYS UNDER THE JURISDICTION AND CONTROL OF THE BOARD OF RENO COUNTY COMMISSIONERS AND DEFINING THE TERMS AND CONDITIONS THEREOF**

**WHEREAS**, K.S.A. 8-1912(c) authorizes local authorities to impose limitations as to the maximum weight of vehicles traveling on roads within the jurisdiction of the local authorities; and

**WHEREAS**, the Reno County Board of County Commissioners, having deemed it necessary to establish maximum weight requirements for vehicles traveling on asphalt county roads within Reno County to prevent the destruction of said asphalt county roads, adopted Reno County Resolution 95-25 on November 1, 1995; and

**WHEREAS**, the Board of County Commissioners desires to amend Resolution 95-25 in its entirety and to provide substitute provisions therefor.

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

Reno County Resolution 95-25 is amended in its entirety and the following is substituted therefor.

**COPY**  
**ARTICLE 1**

Criminal penalties for violation of weight laws; exceptions:

(a) It shall be unlawful for any person to drive or move or for the owner or lessee to cause or knowingly permit to be driven or moved on any asphalt county roadways any vehicle or combination of vehicles of a weight exceeding the limitations stated in this resolution.

(b) Any person violating any of the provisions of this resolution except for the provisions of Articles 2 and 3 herein, shall be fined in an amount not to exceed \$500.00.

(c) Any person violating any of the provisions of Articles 2 and 3, and amendments thereto, shall, upon a first conviction thereof, be fined the applicable following amount from one, but not both of the following schedules for moving a gross vehicle or combination of vehicles weight in excess of the lawful maximum gross weight for such vehicle or combination of vehicles or for any axle or tandem triple or quad axles thereof:

**[THIS AREA OF PAGE LEFT INTENTIONALLY BLANK]**

## GROSS WEIGHT OF VEHICLE OR COMBINATION

**FINAL**

For each violation of any gross weight limitation of a vehicle or combination of vehicles, an amount equal to the amount determined by applying the following schedule for each pound in excess of the lawful limit:

<u>Pounds Overweight</u>	<u>Rate of Fine</u>
Up to 1000	\$25.00
1001 to 2000	3 cents per lb.
2001 to 5000	5 cents per lb.
5001 to 7500	7 cents per lb.
7501 and over	10 cents per lb.

## GROSS WEIGHT ON ANY AXLE OR TANDEM, TRIPLE OR QUAD AXLES

For each violation of any gross weight limitation on any axle or tandem, triple, or quad axles, an amount equal to the amount determined by applying the following schedule for each pound in excess of the lawful gross weight:

<u>Pounds Overweight</u>	<u>Rate of Fine</u>
Up to 1000	\$25.00
1001 to 2000	3 cents per lb.
2001 to 5000	5 cents per lb.
5001 to 7500	7 cents per lb.
7501 and over	10 cents per lb.

For a violation of this paragraph (c), within two years after a prior conviction, such person, upon conviction shall be fined 1 ½ times the applicable amount from one, but not both, of the above schedules. For a violation of this paragraph (c) within two years, after two prior convictions, such person, upon conviction shall be fined two times the applicable above amount from one, but not both, of the above schedules. For a violation of this paragraph (c) within two years after three prior convictions, such person, upon conviction shall be fined 2 ½ times the applicable above amount from one, but not both, of the above schedules.

(d) Except as otherwise specifically provided in this resolution, the provisions of this resolution governing weight shall not apply to fire apparatus, road machinery, farm tractors or to implements of husbandry temporarily moved upon a county asphalt roadway, or to a vehicle operated under the terms of a currently valid special permit issued in accordance with K.S.A. 8-1911 or this resolution, and amendments thereto.

(e) The gross weight limitation prescribed by this resolution on any axle, or tandem, triple, or quad axles shall not apply to: (1) Trucks specifically designed and equipped and used exclusively for garbage, refuse or solid waste disposal operations when loaded with garbage, refuse or waste; or (2) trucks mounted with a fertilizer spreader used or manufactured principally to spread animal dung, except that this paragraph (2) shall not apply to truck tractors so equipped. Except that such trucks under this paragraph shall not exceed the maximum gross weight limitations contained in the table Article 3, and amendments thereto.

(f) As used in this section, "conviction" means a final conviction *or* violation of this resolution, K.S.A. 8-1908 or of K.S.A. 8-1909 and without regard to whether sentence was

suspended for probation granted after such conviction, and a forfeiture of bail, bond or collateral deposited to secure a defendant's appearance in court, which forfeiture has not been vacated, is equivalent to a conviction.

**ARTICLE 2**

Gross weight limits on wheels and axles:

- (a) The gross weight upon any wheel of a vehicle shall not exceed 10,000 pounds.
- (b) The gross weight upon any one axle, including any one axle of a group of axles, of a vehicle shall not exceed 20,000 pounds.
- (c) Any axle located within seven feet of any adjacent axle shall be a weight bearing axle and shall at all times carry its proportionate part of the load permitted on such axles.
- (d) As used in this section:
  - (1) "Gross weight on any one axle" means the total load on all wheels whose centers are included within two parallel transverse vertical planes not more than 40 inches apart.
  - (2) "Tandem axles" means two or more consecutive axles, arranged in tandem and articulated from a common attachment to the vehicle or individually attached to the vehicle, with such axles spaced not less than 40 inches and not more than 96 inches apart.
  - (3) "Triple axles" means three or more consecutive axles, arranged in tandem and articulated from a common attachment to the vehicle or individually attached to the vehicle, with such axles spaced more than 96 inches and not more than 120 inches apart.
  - (4) "Quad axles" means four or more consecutive axles, arranged in tandem and articulated from a common attachment to the vehicle or individually attached to the vehicle, with such axles spaced more than 120 inches and not more than 150 inches apart.
- (e) The gross weight on tandem axles shall not exceed 34,000 pounds.

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**ARTICLE 3**

Gross weight limits for vehicles; exceptions; safety of certain vehicles for operation. (a) No vehicle or combination of vehicles shall be moved or operated on any asphalt county roadway when the gross weigh on two or more consecutive axles exceeds the limitations prescribed in the following table:

Distance in feet between the extremes of any group of 2 or more consecutive axles.

Maximum load in pounds carried on any group of 2 or more consecutive axles.

	2	3	4	5	6	7	8
	axles	axles	axles	axles	axles	axles	axles
4	34,000						
5	34,000						
6	34,000						
7	34,000						
8 and Less	34,000	34,000					
More Than							
8	38,000	42,000					
9	39,000	42,500					
10	40,000	43,500					
11		44,000					
12		45,000	50,000				
13		45,500	50,500				
14		46,500	51,500				
15		47,000	52,000				
16		48,000	52,500	58,000			
17		48,500	53,500	58,500			
18		49,500	54,000	59,000			
19		50,000	54,500	60,000			
20		51,000	55,500	60,500	66,000		
21		51,500	56,000	61,000	66,500		
22		52,500	56,500	61,500	67,000		
23		53,000	57,500	62,500	68,000		
24		54,000	58,000	63,000	68,500	74,000	
25		54,500	58,500	63,500	69,000	74,500	
26		55,500	59,500	64,000	69,500	75,000	
27		56,000	60,000	65,000	70,000	75,500	
28		57,000	60,500	65,500	71,000	76,500	82,000
29		57,500	61,500	66,000	71,500	77,000	82,500
30		58,500	62,000	66,500	72,000	77,500	83,000

## FINAL

31		59,000	62,500	67,500	72,500	78,000	83,500
32		60,000	63,500	68,000	73,000	78,500	84,500
33			64,000	68,500	74,000	79,000	85,000
34			64,500	69,000	74,500	80,000	85,500
35			65,500	70,000	75,000	80,500	
36			66,000	70,500	75,500	81,000	
37			66,500	71,000	76,000	81,500	
38			67,500	72,000	77,000	82,000	
39			68,000	72,500	77,500	82,500	
40			68,500	73,000	78,000	83,500	
41			69,500	73,500	78,500	84,000	
42			70,000	74,000	79,000	84,500	
43			70,500	75,000	80,000	85,000	
44			71,500	75,500	80,500	85,500	
45			72,000	76,000	81,000		
46			72,500	76,500	81,500		
47			73,500	77,500	82,000		
48			74,000	78,000	83,000		
49			74,500	78,500	83,500		
50			75,500	79,000	84,000		
51			76,000	80,000	84,500		
52			76,500	80,500	85,000		
53			77,500	81,000	85,500		
54			78,000	81,500			
55			78,500	82,500			
56			79,500	83,000			
57			80,000	83,500			
58				84,000			
59				85,000			
60				85,500			

except that two consecutive sets of tandem axles may carry a gross load of 34,000 pounds each if the overall distance between the first and last axles is 36 feet or more.

(1) The grossweight on any one axle of a vehicle shall not exceed the limits prescribed in the resolution, and amendments thereto.

(2) For vehicles and combinations of vehicles on the county system the table in this section shall not authorize a maximum gross weight of more than 85,500 pounds.

(3) The table in this section shall not apply to truck tractor and dump semitrailer or truck trailer combination when such are used as a combination unit exclusively for the



transportation of sand, salt for highway maintenance operations, gravel, slag stone, limestone, crushed stone, cinders, coal, blacktop, dirt or fill material, when such vehicles are used for transportation to a construction site, highway maintenance or construction project or other storage facility, except that such vehicles or combination of vehicles shall not be exempted from any application of the application of the table as may be required to determine applicable axle weights for triple and quad axles as defined in the Article 2, and amendments thereto. As used in this subpart (3), the term "dump semitrailer" means any semitrailer designed in such a way as to divest itself of the load carried thereon.

(a) It shall be unlawful for any person to operate any vehicle or combination of vehicles with a gross weight in excess of the limitations set forth in this resolution except as provided in article 5, and amendments thereto.

#### **ARTICLE 4**

Enforcement of vehicle weight laws; officers may weigh vehicles; portable scales; required drive to stationary scales; off-loading or load redistribution required, when:

(a) Any police officer having reason to believe that the gross weight of a vehicle or combination of vehicles or the gross weight on any axle or sets of axles is unlawful is authorized to require the driver to stop and submit to a weighing of the same by means of either portable or stationary scales and may require that such vehicle be driven to any scales suitable for this purpose within five miles.

(b) Whenever a police officer, upon weighing a vehicle or combination of vehicles, determines that the weight is unlawful, such officer may require the driver to stop the vehicle in a suitable place and remain standing until such portion of the load is removed as may be necessary to reduce the gross weight of such vehicle or combination of vehicles or remove or redistribute the gross weight on any axle or sets of axles to such limit as permitted under this resolution. All material so unloaded shall be cared for by the owner, lessee, or operator of such vehicle at the risk of such owner, lessee, or operator.

(c) Any driver of a vehicle or combination of vehicles who fails or refuses to stop and submit such vehicle or combination of vehicles to weighing as provided in this section or who fails or refuses when directed by a police officer to comply with the provisions of this section shall be guilty of a misdemeanor.

#### **ARTICLE 5**

Permits for overweight vehicles:

(a) The Reno County Public Works Director with respect to all county asphalt roads under Reno County jurisdiction, in his discretion, upon application in writing and good cause being shown therefore, may issue a special permit in writing authorizing the applicant to operate or move a vehicle or combination of vehicles of a weight of vehicle or load exceeding the maximum specified in this resolution or otherwise not in conformity with the provisions of this resolution upon any asphalt county roads and for the maintenance of which Reno County is responsible. Any permit authorized under this article for a single trip on a county asphalt road or route or for continuous operation on a county asphalt road or route. No permit shall be required to authorize

the moving or operating upon any Reno County asphalt road of farm tractors, combines, fertilizer dispensing equipment or other farm machinery, or machinery being transported to be used for terracing or soil or water conservation work upon farms, or vehicles owned by county, cities, and other political subdivisions of the state, except that this sentence shall not:

(1) Exempt trucks owned by counties, cities and other political subdivisions specifically designed and equipped and used exclusively for garbage, refuse or solid waste disposal operations from the maximum gross weight limitations contained in the table in Article 3, and amendments thereto:

(b) A permit shall be valid only when the registration on the power unit is equal to or exceeds the total gross weight of the vehicles.

(c) The application for the permit shall specifically describe the vehicle or combination of vehicles and load to be operated or moved and the county asphalt road or highway route for which the permit is requested. Any permit authorized under this section may be for a single trip or for continuous operation. The application shall specify the requested duration of the permit.

(d) Reno County Public Works Director may issue or, withhold the permit at his discretion or may limit the number of trips, or establish seasonal or other time limitations within which the vehicles described may be operated on the asphalt county roads, or may otherwise limit or prescribe conditions of operations of such vehicle or combination of vehicles, when necessary to assure against undue damage to the road. The Reno County Public Works Director may require such undertaking or other security as may be deemed necessary to compensate for any injury to any roadway or road structure.

(e) Every permit shall be carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection by any police officer. It shall be unlawful for any person to violate any of the terms or conditions of special permit.

(f) The Reno County Public Works Director shall have authority in his discretion, and upon written application to issue special written permits authorizing the applicant to operate or move vehicles or combination of vehicles in excess of the bridge and culvert weight restrictions imposed by Reno County resolution on county and township roads.

## **ARTICLE 6**

Liability for damage to highway or structure.

(a) Any person driving any vehicle, object or contrivance upon any Reno County asphalt roadway or highway structure shall be liable for all damage which said highway or structure may sustain as a result of any illegal operation, driving or moving of such vehicle, object, or contrivance, weighing in excess of the maximum weight in this act by authorized by a special permit issued as provided in this article.

(b) Whenever such driver is not the owner of such vehicle, object, or contrivance, but it so operating, driving or moving the same with the express or implied permission of said owner then said owner and driver shall be jointly and severally liable for any such damage.

(c) Such damage may be recovered in a civil action brought by the Board of County Commissioners of Reno County Kansas.



This resolution supersedes Resolution 95-25 and all previous resolutions establishing maximum weight of vehicles traveling on asphalt county roadways under the jurisdiction and control of the Board of Reno County Commissioners.

This resolution shall become effective upon its adoption date.

ADOPTED in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS OF  
RENO COUNTY, KANSAS

\_\_\_\_\_  
Chairman, Ron Hirst

\_\_\_\_\_  
Member, Daniel P. Friesen

\_\_\_\_\_  
Member, Ron Sellers

ATTEST:

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

COPY



RESOLUTION 95- 25

**A RESOLUTION ESTABLISHING MAXIMUM WEIGHT OF VEHICLES TRAVELING ON ALL ASPHALT COUNTY ROADWAYS UNDER THE JURISDICTION AND CONTROL OF THE BOARD OF RENO COUNTY COMMISSIONERS AND DEFINING THE TERMS AND CONDITIONS THEREOF**

WHEREAS, the Reno County Board of County Commissioners deems it necessary to establish maximum weight requirements for vehicles traveling on asphalt county roads within Reno County to prevent the destruction of said asphalt county roads.

WHEREAS, K.S.A. 8-1912(c) authorizes local authorities to impose limitation as to the maximum weight of vehicles traveling on roads within the jurisdiction of the local authorities; AND

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

COPY

**ARTICLE 1**

**Criminal penalties for violation of weight laws; exceptions.**

(a) It shall be unlawful for any person to drive or move or for the owner or lessee to cause or knowingly permit to be driven or moved on any asphalt county roadways any vehicle or combination of vehicles of a weight exceeding the limitations stated in this resolution.

(b) Any person violating any of the provisions of this resolution except for the provisions of articles 2 and 3 herein, shall be fined in an amount not to exceed \$500.

(c) Any person violating any of the provisions of Articles 2 and 3, and amendments thereto, shall, upon a first conviction thereof, be fined the applicable following amount from one, but not both of the following schedules for moving a gross vehicle or combination of vehicles weight in excess of the lawful maximum gross weight for such vehicle or combination of vehicles or for any axle or tandem triple or quad axles thereof:

**GROSS WEIGHT OF VEHICLE  
OR COMBINATION**

For each violation of any gross weight limitation of a vehicle or combination of vehicles, an amount equal to the amount determined by applying the following schedule for each pound in excess of the lawful limit:

<u>Pounds Overweight</u>	<u>Rate of Fine</u>
Up to 1000	\$25.00
1001 to 2000	3 cents per lb.
2001 to 5000	5 cents per lb.
5001 to 7500	7 cents per lb.
7501 and over	10 cents per lb.

**GROSS WEIGHT ON ANY AXLE  
OR TANDEM, TRIPLE OR QUAD AXLES**

For each violation of any gross weight limitation on any axle or tandem, triple or quad axles, an amount equal to the amount determined by applying the following schedule for each pound in excess of the lawful gross weight:

<u>Pounds Overweight</u>	<u>Rate of Fine</u>
Up to 1000	\$25.00
1001 to 2000	3 cents per lb.
2001 to 5000	5 cents per lb.
5001 to 7500	7 cents per lb.
7501 and over	10 cents per lb.

For a violation of this paragraph (c), within two years after a prior conviction, such person, upon conviction shall be fined 1 1/2 times the applicable amount from one, but not both, of the above schedules. For a violation of this paragraph (c) within two years, after two prior convictions, such person, upon conviction shall be fined two times the applicable above amount from one, but not both, of the above schedules. For a violation of this paragraph (c) within two years after three prior convictions, such person, upon conviction shall be fined 2 1/2 times the applicable above amount from one, but not both, of the above schedules.

(d) Except as otherwise specifically provided in this resolution, the provisions of this resolution governing weight shall not apply to fire apparatus, road machinery, farm tractors or to implements of husbandry temporarily moved upon a county asphalt roadway, or to a vehicle operated under the terms of a currently valid special permit issued in accordance with K.S.A. 8-1911 or this resolution, and amendments thereto.

(e) The gross weight limitation prescribed by this resolution on any axle or tandem, triple or quad axles shall not apply to:  
(1) Trucks specifically designed and equipped and used exclusively for garbage, refuse or solid waste disposal operations when loaded with garbage, refuse or waste; or (2) trucks mounted with a fertilizer spreader used or manufactured principally to spread animal dung, except that this paragraph

(2) shall not apply to truck tractors so equipped. Except that such trucks under this paragraph shall not exceed the maximum gross weight limitations contained in the table article 3, and amendments thereto.

(f) As used in this section, "conviction" means a final conviction for violation of this resolution, K.S.A. 8-1908 or of K.S.A. 8-1909 and without regard to whether sentence was suspended for probation granted after such conviction, and a forfeiture of bail, bond or collateral deposited to secure a defendant's appearance in court, which forfeiture has not been vacated, is equivalent to a conviction.

## ARTICLE 2

**Gross weight limits on wheels and axles.** (a) The gross weight upon any wheel of a vehicle shall not exceed 10,000 pounds.

(b) The gross weight upon any one axle, including any one axle of a group of axles, of a vehicle shall not exceed 20,000 pounds.

(c) Any axle located within seven feet of any adjacent axle shall be a weight bearing axle and shall at all times carry its proportionate part of the load permitted on such axles.

(d) As used in this section:

(1) "Gross weight on any one axle" means the total load on all wheels whose centers are included within two parallel transverse vertical planes not more than 40 inches apart.

(2) "Tandem axles" means two or more consecutive axles, arranged in tandem and articulated from a common attachment to the vehicle or individually attached to the vehicle, with such axles spaced not less than 40 inches and not more than 96 inches apart.

(3) "Triple axles" means three or more consecutive axles, arranged in tandem and articulated from a common attachment to the vehicle or individually attached to the vehicle, with such axles spaced more than 96 inches and not more than 120 inches apart.

(4) "Quad axles" means four or more consecutive axles, arranged in tandem and articulated from a common attachment to the vehicle or individually attached to the vehicle, with such axles spaced more than 120 inches and not more than 150 inches apart.

(e) The gross weight on tandem axles shall not exceed 34,000 pounds.

## ARTICLE 3

**Gross weight limits for vehicles; exceptions; safety of certain vehicles for operation.** (a) No vehicle or combination of vehicles shall be moved or operated on any asphalt county roadway when the gross weight on two or more consecutive axles exceeds the limitations prescribed in the following table:

Distance in feet between the extremes of any group of 2 or more consecutive axles

Maximum load in pounds carried on any group of 2 or more consecutive axles

	2 axles	3 axles	4 axles	5 axles	6 axles	7 axles	8 axles
4.....	34,000						
5.....	34,000						
6.....	34,000						
7.....	34,000						
8 and less	34,000	34,000					
More than							
8.....	38,000	42,000					
9.....	39,000	42,500					
10.....	40,000	43,500					
11.....		44,000					
12.....		45,000	50,000				
13.....		45,500	50,500				
14.....		46,500	51,500				
15.....		47,000	52,000				
16.....		48,000	52,500	58,000			
17.....		48,500	53,500	58,500			
18.....		49,500	54,000	59,000			
19.....		50,000	54,500	60,000			
20.....		51,000	55,500	60,500	66,000		
21.....		51,500	56,000	61,000	66,500		
22.....		52,500	56,500	61,500	67,000		
23.....		53,000	57,500	62,500	68,000		
24.....		54,000	58,000	63,000	68,500	74,000	
25.....		54,500	58,500	63,500	69,000	74,500	
26.....		55,500	59,500	64,000	69,500	75,000	
27.....		56,000	60,000	65,000	70,000	75,500	
28.....		57,000	60,500	65,500	71,000	76,500	82,000
29.....		57,500	61,500	66,000	71,500	77,000	82,500
30.....		58,500	62,000	66,500	72,000	77,500	83,000
31.....		59,000	62,500	67,500	72,500	78,000	83,500
32.....		60,000	63,500	68,000	73,000	78,500	84,500
33.....			64,000	68,500	74,000	79,000	85,000
34.....			64,500	69,000	74,500	80,000	85,500
35.....			65,500	70,000	75,000	80,500	
36.....			66,000	70,500	75,500	81,000	
37.....			66,500	71,000	76,000	81,500	
38.....			67,500	72,000	77,000	82,000	
39.....			68,000	72,500	77,500	82,500	
40.....			68,500	73,000	78,000	83,500	
41.....			69,500	73,500	78,500	84,000	
42.....			70,000	74,000	79,000	84,500	
43.....			70,500	75,000	80,000	85,000	

44.....	71,500	75,500	80,500	85,500
45.....	72,000	76,000	81,000	
46.....	72,500	76,500	81,500	
47.....	73,500	77,500	82,000	
48.....	74,000	78,000	83,000	
49.....	74,500	78,500	83,500	
50.....	75,500	79,000	84,000	
51.....	76,000	80,000	84,500	
52.....	76,500	80,500	85,000	
53.....	77,500	81,000	85,500	
54.....	78,000	81,500		
55.....	78,500	82,500		
56.....	79,500	83,000		
57.....	80,000	83,500		
58.....		84,000		
59.....		85,000		
60.....		85,500		

except that two consecutive sets of tandem axles may carry a gross load of 34,000 pounds each if the overall distance between the first and last axles is 36 feet or more.

(1) The gross weight on any one axle of a vehicle shall not exceed the limits prescribed in this resolution, and amendments thereto.

(2) For vehicles and combinations of vehicles on the county system the table in this section shall not authorize a maximum gross weight of more than ~~80,000~~ pounds. 85,500

(3) The table in this section shall not apply to truck tractor and dump semitrailer or truck trailer combination when such are used as a combination unit exclusively for the transportation of sand, salt for highway maintenance operations, gravel, slag stone, limestone, crushed stone, cinders, coal, blacktop, dirt or fill material, when such vehicles are used for transportation to a construction site, highway maintenance or construction project or other storage facility, except that such vehicles or combination of vehicles shall not be exempted from any application of the table as may be required to determine applicable axle weights for triple and quad axles as defined in article 2, and amendments thereto. As used in this subpart (3), the term "dump semitrailer" means any semitrailer designed in such a way as to divest itself of the load carried thereon.

(a) It shall be unlawful for any person to operate any vehicle or combination of vehicles with a gross weight in excess of the limitations set forth in this resolution except as provided in article 5, and amendments thereto.

#### ARTICLE 4

Enforcement of vehicle weight laws; officers may weigh vehicles; portable scales; required drive to stationary scales; off-loading or load redistribution required, when.

(a) Any police officer having reason to believe that the gross weight of a vehicle or combination of vehicles or the gross weight on any axle or sets of axles is unlawful is authorized to require the driver to stop and submit to a weighing of the same by means of either portable or stationary scales and may require that such vehicle be driven to any scales suitable for this purpose within five miles.

(b) Whenever a police officer, upon weighing a vehicle or combination of vehicles, determines that the weight is unlawful, such officer may require the driver to stop the vehicle in a suitable place and remain standing until such portion of the load is removed as may be necessary to reduce the gross weight of such vehicle or combination of vehicles or remove or redistribute the gross weight on any axle or sets of axles to such limit as permitted under this resolution. All material so unloaded shall be cared for by the owner, lessee or operator of such vehicle at the risk of such owner, lessee or operator.

(c) Any driver of a vehicle or combination of vehicles who fails or refuses to stop and submit such vehicle or combination of vehicles to weighing as provided in this section or who fails or refuses when directed by a police officer to comply with the provisions of this section shall be guilty of a misdemeanor.

#### ARTICLE 5

Permits for overweight vehicles. (a) The Reno County ~~Engineer~~ and Public Works Director with respect to all county asphalt roads under Reno County jurisdiction, in his discretion, upon application in writing and good cause being shown therefore, may issue a special permit in writing authorizing the applicant to operate or move a vehicles or combination of vehicles of a weight of vehicle or load exceeding the maximum specified in this resolution or otherwise not in conformity with the provisions of this resolution upon any asphalt county roads and for the maintenance of which Reno County is responsible. Any permit authorized under this article for a single trip on a county asphalt road or route or for continuous operation on a county asphalt road or route. No permit shall be required to authorize the moving or operating upon any Reno County asphalt road of farm tractors, combines, fertilizer dispensing equipment or other farm machinery, or machinery being transported to be used for terracing or soil or water conservation work upon farms, or vehicles owned by county, cities and other political subdivisions of the state, except that this sentence shall not: (1) Exempt trucks owned by counties, cities and other political subdivisions specifically designed and equipped and used exclusively for garbage, refuse or solid waste disposal operations from the maximum gross weight limitations contained



in the table in article 3, and amendments thereto.

(b) A permit shall be valid only when the registration on the power unit is equal to or exceeds the total gross weight of the vehicles.

(c) The application for the permit shall specifically describe the vehicle or combination of vehicles and load to be operated or moved and the county asphalt road or highway route for which the permit is requested. Any permit authorized under this section may be for a single trip or for continuous operation. The application shall specify the requested duration of the permit.

(d) Reno County ~~Engineer and~~ Public Works Director may issue or withhold the permit at his discretion or may limit the number of trips, or establish seasonal or other time limitations within which the vehicles described may be operated on the asphalt county roads, or may otherwise limit or prescribe conditions of operations of such vehicle or combination of vehicles, when necessary to assure against undue damage to the road. The Reno County ~~Engineer and~~ Public Works Director may require such undertaking or other security as may be deemed necessary to compensate for any injury to any roadway or road structure.

(e) Every permit shall be carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection by any police officer. It shall be unlawful for any person to violate any of the terms or conditions of special permit.

(f) The Reno County ~~Engineer and~~ Public Works Director shall have authority in his discretion, and upon written application to issue special written permits authorizing the applicant to operate or move vehicles or combination of vehicles in excess of the bridge and culvert weight restrictions imposed by Reno County resolution on county and township roads.

#### ARTICLE 6

**Liability for damage to highway or structure.** (a) Any person driving any vehicle, object or contrivance upon any Reno County asphalt roadway or highway structure shall be liable for all damage which said highway or structure may sustain as a result of any illegal operation, driving or moving of such vehicle, object or contrivance, or as a result of operating, driving or moving any vehicle, object or contrivance weighing in excess of the maximum weight in this act by authorized by a special permit issued as provided in this article.

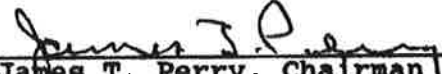
(b) Whenever such driver is not the owner of such vehicle, object or contrivance, but is so operating, driving or moving the same with the express or implied permission of said owner, then said owner and driver shall be jointly and severally liable for any such damage.

(c) Such damage may be recovered in a civil action brought by the Board of County Commissioners of Reno County Kansas.

This Resolution shall become effective upon its adoption.

ADOPTED in regular session this 1st day of November,  
1995

BOARD OF COUNTY COMMISSIONERS  
OF RENO COUNTY, KANSAS

  
James T. Perry, Chairman

  
Joe Stucky, Member

  
Robert P. Fischer, Member

ATTEST:

  
Rosemary L. Wheatley  
Reno County Clerk

COPY



## AGENDA REQUEST

**AGENDA  
ITEM #07E**

**INFORMATION:** Oversize - Overweight Haul Loads Policy Adoption.  
(From and Issue)

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

**AGENDA DATE:** April 13, 2021

**BACKGROUND** n/a

**ALTERNATIVE** n/a

**RECOMMENDATION** Approval and signature of policy.

**FISCAL IMPACT** Part of the 2021 revision is requiring a \$40.00 permit fee upon application submittal.

**RENO COUNTY PUBLIC WORKS DEPARTMENT  
POLICY FOR OVERSIZE - OVERWEIGHT HAUL LOADS**

As per Chapter 8; Article 19 of the Kansas Statutes, a vehicle is considered oversize when one of the following is exceeded:

- A. Width – 8 ½ feet
- B. Height – 14 feet
- C. Length – 59 ½ feet trailer length and overall length does not exceed 85 feet.

As per Reno County Resolution 2021-\_\_\_\_\_, a vehicle and combination of vehicles shall be considered overweight when the maximum gross weight exceeds 85,500 lbs.

**INSURANCE:**

Vehicles towing house trailers or mobile homes, which exceed eight feet in width, shall be covered by liability insurance as provided in K.S.A. B-1911 (g). All vehicles under special permit shall be covered by insurance in an amount not less than twenty-five thousand dollars (\$25,000) property damage and not less than fifty thousand dollars (\$50,000) public liability. The driver of any vehicle, traveling under special permit, shall carry the insurance policy, a certificate of insurance or a card issued by the insurance company showing the named insured, the insured's address, and shall specify the amount of insurance, the policy number and expiration date.

**GENERAL:**

A load that exceeds 150,000 pounds (Superloads) shall not be permitted to travel on or across any County road or structure.

A \$40.00 permit fee will be required with all oversize - overweight permits per K.S.A. 8-1911.

The oversize – overweight permit issued by Reno County is not valid on any road or highway other than county and township roads in Reno County.

The oversize – overweight permit is valid only for single-trip movements.

The oversize – overweight permit shall be valid for a period of seven working days. If the permitted move is not completed within the 7-day deadline due to weather or other unavoidable issues, an extension may be approved by the Reno County Public Works Director.

The applicant by acceptance of a permit:

- A. Shall not deviate from the Public Works Authorized Route indicated on the permit.

- B. Shall be liable for and will pay all damages sustained to the road foundations, surfaces or highway structures resulting from operation and movement of its vehicles and load.

**FLAGMEN, SIGNAGE & TRAFFIC CONTROL:**

All vehicles over eight feet six inches (8'6") wide shall have an "OVERSIZE LOAD" sign attached to the front of the vehicle. The sign dimensions shall be a minimum of 84 inches long and 18 inches high. It is to be painted yellow with black letters ten inches tall and with a one and two-fifth's (1 2/5<sup>th</sup>) inch brush stroke. A similar sign is to be attached to the rear of all mobile homes and mounted on top of the unit towing the mobile home.

Movers of large/oversize loads shall attach warning flags to each side of the widest part of all over width loads and to the rear of all overlength loads.

All loads exceeding twelve (12) feet in width shall have a flagman in advance on the far side of all bridge structures. All overweight units shall stay within posted bridge weight limit restrictions while crossing structures.

Flagmen in separate vehicles shall precede and follow all vehicles or loads that are more than twelve feet, six inches (12' - 6") in width or where the combination length of the vehicle is eighty-five (85) feet or over. The flagmen shall use at least an 18-inch solid red cloth flag in all flagging operations.

The mover of a large/oversize structure shall make arrangements with the Public Works Director prior to removing or relocating signs, hazard markers, or other property of the County.

All traffic control devices (signs, posts, etc.) shall be replaced by the Mover/Applicant immediately after passage of a wide load. Installation of signs and posts shall be according to MUTCD.

**OPERATIONS:**

All movement shall be made in full daylight hours between sunrise and sunset.

Oversize or overweight loads shall not be transported when visibility is less than one-half mile, or when conditions of moderate to heavy rain, sleet, snow, fog, or smoke exist, or when highway surfaces are slippery due to ice, packed snow, or rain.

Mobile homes are not to be moved if the ground wind exceeds 25 MPH.

When towing mobile homes on county roads, the minimum speed shall be 35 MPH and the maximum speed 50 MPH, unless otherwise specified by speed limit signs or due to road and weather conditions.

Escorting vehicles shall travel at a distance not to exceed 300 feet in front or 300 feet to the rear of the load.

In case of breakdown, vehicle and load shall be moved off highway. In the event the breakdown is such that the vehicle or load cannot be moved from the highway, I.C.C. or K.C.C. regulations shall apply.

All units, where the mobile home is fifty (50) feet or more in length, shall be towed by a truck that is at least two ton in size, with a gross vehicle weight capacity of not less than 13,000 pounds, and with the rear axle of towing truck being equipped with dual wheels.

All other regulations applicable on the Kansas State Highway System shall be abided by except where they refer to the Secretary or District Engineer, in which case the Reno County Public Works Director shall prevail.

When any permitted load shall completely obstruct the roadway, the permitted shall notify the Reno County Fire Department and the County ambulance service of the time and place of obstruction.

All other state and local traffic laws and regulations shall be complied with.

**EFFECTIVE DATE:** This policy is adopted and shall be effective this \_\_\_\_ day of April, 2021.

COPY

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Don Brittain  
Reno County Public Works Director

APPROVED:

---

Ron Hirst, Chairman  
Board of County Commissioners of  
Reno County, Kansas

ATTEST:

---

Reno County Clerk





REGULATIONS FOR OVERSIZE AND OVERWEIGHT PERMIT OPERATIONS  
**RENO COUNTY PUBLIC WORKS DEPARTMENT  
POLICY FOR OVERSIZE - OVERWEIGHT HAUL LOADS**

1. As per Chapter 8; Article 19 of the State Statutes a vehicle is considered oversize when one of the following is exceeded:
  - a. Width – 8 ½ feet
  - b. Height – 14 feet
  - c. Length – 59 ½ feet **trailer length and overall length does not exceed 85 feet.**
2. As per Reno County Resolution ~~95-25~~ **21-??** a vehicle and combination of vehicles shall be considered overweight when the maximum gross weight exceeds 80,000 lbs.

**INSURANCE:**

- ~~3.~~ **Vehicles** towing house trailers or mobile homes, which exceed eight feet in width, shall be covered by liability insurance as provided in K.S.A. B-1911 (g). All vehicles under special permit shall be covered by insurance in an amount not less than twenty-five thousand dollars (\$25,000) property damage and not less than fifty thousand dollars (\$50,000) public liability. The driver of any vehicle, traveling under special permit, shall carry the insurance policy, a certificate of insurance, or a card issued by the insurance company showing the insurance name, address, amount of insurance, policy number and expiration date.

**GENERAL:**

**A load that exceeds 150,000 pounds (Superloads) shall not be permitted to travel on or across any County road or structure.**

**A \$40.00 permit fee will be required with all oversize - overweight permits per K.S.A. 8-1911.**

- ~~6.~~ **The oversize – overweight** permit is valid only on County and Township roads ~~outside~~ city limits.

**The oversize – overweight permit is valid only for single-trip movements.**

**The oversize – overweight permit shall be valid for a period of seven working days. If the permitted move is not completed within the 7-day deadline due to weather or other unavoidable issues, an extension may be approved by the Reno County Public Works Director.**

- ~~10.~~ The applicant by acceptance of this permit: agrees

~~(a) To detour all highway structures not having sufficient weight bearing capacity to sustain the weight of the vehicles and load or not having sufficient vertical and horizontal clearance of the vehicles and load, (b) That issuance of this~~



permit does not warrant the sufficiency of highway structures on the route to be followed as to either weight bearing capacity or vertical and horizontal clearance, and (c) To be liable for and will pay all damages sustained by the road foundations, surfaces or highway structures resulting from operation and movement of vehicles and load.

**A. Shall not deviate from the Public Works Authorized Route indicated on the permit.**

**B. Shall be liable for and will pay all damages sustained to the road foundations, surfaces or highway structures resulting from operation and movement of vehicles and load.**

**FLAGMEN, SIGNAGE & TRAFFIC CONTROL:**

~~12.~~ All vehicles over ~~nine (9) feet~~ **eight feet six inches (8'6")** wide ~~must~~ shall have an "OVERSIZE LOAD" sign attached to the front of the vehicle. The sign is ~~to be 50 inches long and 14 inches wide~~ **dimensions shall be a minimum of 84 inches long and 18 inches high.** It is to be painted yellow with black letters ~~eight~~ **ten** inches tall and with a ~~one and one-eighth~~ **one and two-fifth** inch **brush** stroke. A similar sign is to be attached to the rear of all mobile homes and mounted on top of the unit towing the mobile home.

**Movers of oversize loads shall attach warning flags to each side of the widest part of all over width loads and to the rear of all overlength loads.**

~~11.~~ All loads exceeding twelve (12) feet in width ~~must~~ shall have a flagman in advance on the far side of all bridge structures ~~and underpasses.~~ All overweight units ~~must~~ shall stay within posted bridge ~~regulations~~ **weight limit restrictions** while ~~using~~ **crossing** structures.

~~13.~~ Flagmen in separate vehicles ~~must~~ shall precede and follow all vehicles or loads that are ~~in excess of~~ **more than** twelve feet, six inches (12' - 6") in width or where the combination length of the vehicle is eighty-five (85) feet or over. The flagmen ~~must~~ shall use at least an 18-inch solid red cloth flag in all flagging operations.

**The mover of a large structure shall make arrangements with the Public Works Director before removing or relocating signs, hazard markers, or other property of the County.**

~~17.~~ All traffic control devices (signs, posts, etc.) shall be replaced **by applicant** immediately after passage of wide load. Installation of signs and posts shall be according to MUTCD.

**OPERATIONS:**

~~4.~~ All movement ~~must~~ shall be made in full daylight hours between sunrise and sunset.  
(~~Between sunrise and sunset.~~)

**Oversize or overweight loads shall not be transported when visibility is less than one-half mile, or when conditions of moderate to heavy rain, sleet, snow, fog, or smoke exist, or when highway surfaces are slippery due to ice, packed snow, or rain.**

- 5. Mobile homes are not to be moved if the ground wind is over 25 MPH.
- 7. For mobile homes outside city limits, the minimum speed shall be 35 MPH and the maximum speed 50 MPH, unless otherwise specified by speed limit signs or due to road and weather conditions.
- 8. ~~All vehicles must be 300 feet apart at all times except when passing. (G.S. 1961 Supp. 8-543)~~  
**Escorting vehicles shall travel at a distance not to exceed 300 feet in front or 300 feet to the rear of the load.**
- 9. In case of breakdown, vehicle and load ~~must~~ shall be moved off highway. In the event the breakdown is such that the vehicle or load cannot be moved from the highway, I.C.C. or K.C.C. regulations shall apply.
- 14. All units, where the mobile home is fifty (50) feet or more in length, ~~must~~ shall be towed by a truck that is at least two ton in size, with a gross vehicle weight capacity of not less than 13,000 pounds, and with the rear axle of towing truck being equipped with dual wheels.
- 15. All other regulations applicable on the Kansas State Highway System shall be abided by except where they refer to the Secretary or District Engineer, in which case the Reno County Public Works Director shall prevail.
- 16. When any permitted load shall ~~completely obstruct the roadway~~, the permitted ~~must~~ shall notify the Reno County Fire Department and the County ambulance service of the time and place of obstruction.

NOTE: All other state and local traffic laws and regulations ~~must~~ shall be complied with.

**EFFECTIVE DATE: This policy is adopted and shall be effective this \_\_\_\_ day of \_\_\_\_\_, 2021, and supersedes all previous policies.**

\_\_\_\_\_  
Don Brittain  
Reno County Public Works Director

APPROVED:

\_\_\_\_\_  
Ron Hirst, Chairman  
Board of County Commissioners of  
Reno County, Kansas

ATTEST:

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



**AGENDA REQUEST**

**INFORMATION:** Utility Poles and Wireless Support Structures Policy Revision.  
(From and Issue)

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

**AGENDA DATE:** April 13, 2021

**BACKGROUND** n/a

**ALTERNATIVE** n/a

**RECOMMENDATION** Approval and signature of policy.

**FISCAL IMPACT** Part of the 2021 revision is requiring a \$50.00 permit fee upon application submittal.

**RENO COUNTY PUBLIC WORKS DEPARTMENT  
POLICY FOR INSTALLATION OF UTILITY POLES AND WIRELESS  
SUPPORT STRUCTURES ON ROAD RIGHT-OF-WAY**

**POLICY:**

Utility poles and Wireless Support Structures (hereafter “Structures”) located within Reno County road right-of-way shall be installed in accordance with the provisions of this Policy.

**RESPONSIBILITY:**

Public Utilities and Wireless Support Structure Providers (hereafter “Provider”) are required to obtain permits prior to the placement or relocation of Structures on County road right-of-way. Permits shall be issued by the Reno County Public Works Director (hereafter the “Director”) subject to the criteria established by this policy. No Structure shall be constructed or reconstructed on Reno County road right-of-way without the required permit. Unauthorized work performed without a permit may be required to be removed and reinstalled with proper inspection by the County.

**GENERAL:**

No construction or relocation of Structures shall commence prior to submission and approval of a permit application. Submission of the permit application shall include detailed construction drawings, and payment of \$50.00 permit fee.

A Provider shall identify and address in its application any anticipated variances from the requirements of this policy, which shall include the submission of any additional documentation and construction drawings with the application.

**PUBLIC SAFETY:**

All required traffic control signing shall be erected by the Provider per the *Manual of Uniform Traffic Control Devices* prior to work commencing. Reno County accepts no liability for accidents that occur due to lack of traffic control.

**CONSTRUCTION REQUIREMENTS:**

The Structure shall be of wood, fiber glass, metal or concrete construction installed by direct bury with no foundation or footing and the following conditions shall be satisfied:

**Right-of-way 60 feet or less:** Maximum pole diameter at the ground line is 12 inches.

**Right-of-way greater than 60 feet.** Maximum pole diameter at the ground line is 18 inches.

- a. The base shall not restrict the ditch and shall fit on the flat area between the road right-of-way line and the top of the backslope.

- b. Adequate road right-of-way is available, so the base does not obstruct installation of other utilities.
- c. The off-road area shall be adequate to construct the facilities without closing the road. One lane shall remain open at all times, except when flaggers are present.

Note: With the above conditions it may be difficult to find a suitable location on existing road right-of-way for Structures. The County and Provider shall cooperate and jointly view and evaluate potential sites, with the ultimate decision being made by the County under advisement of a licensed engineer chosen by the County, at the expense of the Provider.

Structures shall not be placed on bridges or within 300 feet of the nearest end of bridges.

Structures requiring the use of guide wires shall not be placed in the road right-of-way.

The outside edge of the Structure nearest the road(s) shall be placed within 1 foot of the road right-of-way line on the back slope.

Structures shall not obstruct the sight triangle at intersections and driveways per latest version of the American Association of State Highway and Transportation Officials (AASHTO).

For Structures located near an intersection or driveway the associated equipment, whether on a Structure or ground mounted, shall be located so as not to obstruct the sight triangle.

Parking for maintenance shall be planned so service vehicles will not park on the road or road shoulder. Parking can be an entrance, access from adjacent property (such as a public parking lot) or on the fore slope if 6:1 or flatter.

While not safety related, consider roads where there is no planned widening or construction that may require a relocation of the Structure.

Structures which cannot be placed in the road right-of-way and are to be located on private property outside of the road right-of-way are subject to Reno County Zoning Regulations currently in effect.

The Provider shall be responsible for the maintenance of any soil erosion or settlement resulting from installation.

The Provider shall be responsible for future Provider infrastructure relocations within the road right-of-way required as a consequence of the County's regrading, reconstructing, and/or widening of the road right-of-way at no cost to the County.



The Provider shall notify Reno County Public Works no less than 24 hours prior to commencement of construction and within 24 hours of completed construction by calling 620-694-2976.

Following the installation of the Provider infrastructure, the condition of the road right-of-way shall be returned to its preexisting condition. Any damage to bridges, and pavement caused by the Provider, its employees and agents shall be repaired by the Provider at its expense to a condition acceptable to the Director.

To receive acceptance for the work authorized by a permit, completion of the work must be verified by a final inspection. It is the Provider's responsibility to call for a final inspection. The Provider will pothole buried lines at locations indicated by the County to verify that lines were buried as required in the permit. If work or restoration is found to be defective or insufficient, the Provider shall complete said work and call for a reinspection.

Construction shall be completed within 2 months of the permit issuance date. If construction is not completed within the 2-month deadline, an extension of time shall be requested by the Provider and may be approved at the Director's discretion before work resumes.

**EFFECTIVE DATE:** This policy is adopted and shall be effective this \_\_\_\_ day of April, 2021, and supersedes all previous policies.

---

Don Brittain  
Reno County Public Works Director

APPROVED:

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Ron Hirst, Chairman  
Board of County Commissioners of  
Reno County, Kansas

ATTEST:

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Reno County Clerk



**RENO COUNTY PUBLIC WORKS DEPARTMENT  
POLICY FOR INSTALLATION OF UTILITY POLES AND WIRELESS  
SUPPORT STRUCTURES ON PUBLIC ROAD RIGHT-OF-WAY**

**POLICY:**

Utility poles **and Wireless Support Structures (hereafter “Structures”)** located within Reno County road right-of-way shall be installed in accordance with the provisions of this Policy.

**RESPONSIBILITY:**

Public Utilities (~~hereafter “Utilities”~~) **and Wireless Support Structure Providers (hereafter “Provider”)** are required to obtain ~~Utility Pole~~ permits prior to the placement or relocation of ~~utility poles~~ **Structures** on County ~~public road~~ right-of-way. Permits shall be issued by the Reno County Public Works Director (hereafter the “Director”) subject to the criteria established by this policy. No **Structure** shall be constructed or reconstructed on Reno County ~~public road~~ right-of-way without the required permit. Unauthorized work performed without a ~~County~~ permit may be required to be removed and reinstalled with proper inspection by the County.

**GENERAL:**

No construction or relocation of ~~utility poles~~ **Structures** shall commence prior to submission and approval of a ~~Utility Pole~~ permit application. Submission of the ~~Utility’s~~ permit application shall include detailed construction drawings, and payment of \$50.00 permit fee.

A ~~Utility~~ **Provider** shall identify and address in its application any anticipated variances from the requirements of this policy, which shall include the submission of any additional documentation and construction drawings with the application.

**PUBLIC SAFETY:**

All required traffic control signing shall be erected by the ~~Utility~~, **Provider** per the *Manual of Uniform Traffic Control Devices* prior to work commencing. Reno County accepts no liability for accidents that occur due to lack of traffic control.

**CONSTRUCTION REQUIREMENTS:**

The ~~utility pole~~ **Structure** shall be a ~~standard utility pole~~ of wood, fiber glass, metal or concrete construction installed by direct bury with no foundation or footing and the following conditions shall be satisfied:

Right-of-way 60 feet or less: Maximum pole diameter at the ground line is 12 inches.

Right-of-way greater than 60 feet. Maximum pole diameter at the ground line is 18 inches.

- a. The base shall not restrict the ditch and shall fit on the flat area between the **road** right-of-way line and the top of the backslope.
- b. Adequate **road** right-of-way is available, so the base does not obstruct installation of other utilities.
- c. The off-road area shall be adequate to construct the facilities without closing the road. One lane shall remain open at all times, except when flaggers are present.

Note: With the above conditions it may be difficult to find a suitable location on existing **road** right-of-way for ~~poles~~ **Structures**. The County and **Utility Provider** shall cooperate and jointly view and evaluate potential sites, with the ultimate decision being made by the County under advisement of a licensed engineer chosen by the County, at the expense of the **Utility Provider**.

~~Poles~~ **Structures** shall not be placed on bridges ~~or structures~~ or within 300 feet of the nearest end of bridges ~~or structures~~.

~~Poles~~ **Structures** requiring the use of guide wires shall not be placed in the **road** right-of-way.

The outside edge of the ~~pole~~ **Structure** nearest the road(s) shall be placed within 1 foot of the **road** right-of-way line on the back slope.

~~Poles~~ **Structures** shall not obstruct the sight triangle at intersections and driveways per latest version of the American Association of State Highway and Transportation Officials (AASHTO).

For ~~poles~~ **Structures** located near an intersection or driveway the associated equipment, whether on a ~~pole~~ **Structure** or ground mounted, shall be located so as not to obstruct the sight triangle.

Parking for maintenance shall be planned so service vehicles will not park on the road or road shoulder. Parking can be an entrance, access from adjacent property (such as a public parking lot) or on the fore slope if 6:1 or flatter.

While not safety related, consider roads where there is no planned widening or construction that may require a relocation of the ~~pole~~ **Structure**.

~~Poles~~ **Structures** which cannot be placed in the **road** right-of-way and are to be located on private property outside of the **road** right-of-way are subject to Reno County Zoning Regulations currently in effect.

The **Utility Provider** shall be responsible for the maintenance of any soil erosion or settlement resulting from installation.

The **Utility Provider** shall be responsible for future **utility Provider** infrastructure relocations within the road right-of-way required as a consequence of the County's regrading, reconstructing, and/or widening of the **road** right-of-way at no cost to the County.

The **Utility Provider** shall notify Reno County Public Works no less than 24 hours prior to commencement of construction and within 24 hours of completed construction by calling 620-694-2976.

Following the installation of the **utility Provider** infrastructure, the condition of the **road** right-of-way shall be returned to its preexisting condition. Any damage to bridges, ~~structures~~ and pavement caused by the **Utility Provider**, its employees and agents shall be repaired by the **Utility Provider** at its expense to a condition acceptable to the Director.

To receive acceptance for the work authorized by a permit, completion of the work must be verified by a final inspection. It is the ~~Utility's~~ **Provider's** responsibility to call for a final inspection. The **Utility Provider** will pothole buried lines at locations indicated by the County to verify that lines were buried as required in the permit. If work or restoration is found to be defective or insufficient, the **Utility Provider** shall complete said work and call for a reinspection.

Construction shall be completed within 2 months of the permit issuance date. If construction is not completed within the 2-month deadline, an extension of time shall be requested by the **Utility Provider** and may be approved at the Director's discretion before work resumes.

**EFFECTIVE DATE:** This policy is adopted and shall be effective this \_\_\_\_ day of April, 2021, and supersedes all previous policies.

---

Don Brittain  
Reno County Public Works Director

APPROVED:

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Ron Hirst, Chairman  
Board of County Commissioners of  
Reno County, Kansas

ATTEST:

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Reno County Clerk





## AGENDA REQUEST

**AGENDA  
ITEM #08B**

**INFORMATION:** Planning Case # 2021-02 – A request by Vernon Buckaloo (Applicant: Michelle Buckaloo) for a conditional use permit to place a 16-foot x 76-foot 2021 manufactured home at 1002 N. Obee Road.  
(From and Issue)

**PRESENTED BY:** Mark Vonachen – County Planner II

**AGENDA DATE:** April 13, 2021

**BACKGROUND** The request is to place a 2021 manufactured home on a parcel of land. This manufactured home replaces a 1970's manufactured home which was removed from the parcel over two years ago.

The parcel is zoned R-1 – Rural Residential District and is located on the east side of N. Obee Road, approximately ½ mile north of the intersection of N. Obee Road and E. 4<sup>th</sup> Avenue.

The zoning regulations require a conditional use permit for a parcel zoned R-1 if a manufactured home was removed from the parcel over six months ago and if the parcel did not have a previously issued conditional use permit/special use permit.

The Planning Commission recommended approval of the request by a 6-0 vote based on the nine factors. The Planning Commission attached four conditions of approval to the request.

**ALTERNATIVE** County Commissioners may approve of the request, deny the request, or refer the request back to the Planning Commission for further study.

**RECOMMENDATION** Consideration of the Planning Commission recommendation.

**FISCAL IMPACT** N/A



**REZONING/CONDITIONAL USE PERMIT APPLICATION**

This is an application for change of zoning classification (rezoning) or for a Conditional Use Permit. The form must be completed and filed at the office of the Zoning Administrator in accordance with directions on the accompanying instruction sheet.

**AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.**

1. Name of applicant or applicants (owner(s) and/or their agent(s)). All owners of all property requested to be rezoned must be listed in this form.

A. Applicant/Owner Vernon Buckaloo

Mailing Address 1000 N. Obee Rd, Hutchinson, KS 67501

Phone 620-200-0596 Email v.buckaloo@gmail.com

wife  
B. Agent Michelle Buckaloo

Mailing Address 1000 N. Obee Rd Hutchinson, KS 67501

Phone 620-200-4074 Email lucklike/lucy@gmail.com

(Use separate sheet if necessary for names of additional owners/applicants.)

2. The applicant hereby requests

         A change of zoning from          to         .

A Conditional Use for the following: Residential Manufactured home replacement. A brand new 2021 manufactured home to be placed upon approval, in place of a 1970's manufactured home that was removed approximately 2 years ago. This new home will be the newest manufactured home in the area, which has 4 other manufactured homes in various conditions and age.

3. The property is legally described as (Lot and Block or Metes and Bounds)

See enclosed deed.<sup>MU</sup>



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4. This property address is: 1002 North Obee Rd

The general location is (use appropriate section):

*would be approximately like 10th ave and Obee Rd if numerical blocks*

A. At the \_\_\_\_\_ (NW, NE, SW or SE) corner of were in place (Road) and

\_\_\_\_\_ (Road) or,

B. On the S (N, S, E, W) side of 17th Ave (Road) ~~between~~ <sup>3'</sup> before

curve in the → (Road) and 15 North of 4th Ave (Road). approximately  $\frac{1}{4}$  mile

5. I request this change in zoning for the following reasons (Do not include reference to proposed uses for a rezoning.) Attach a separate sheet if necessary.

N/A

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6. I (We), the applicant(s), acknowledge receipt of the instruction sheet explaining the method of submitting this application. I (We) realize that this application cannot be processed unless it is completely filled in; is accompanied by an ownership list as required in the instruction sheet; and is accompanied by the appropriate fee.

[Signature]  
(Owner)

\_\_\_\_\_  
(Owner)

By [Signature]  
Authorized Agent (if any)

By \_\_\_\_\_  
Authorized Agent (if any)

**OFFICE USE ONLY:**

Received by the Zoning Administrator, at 1:15 (A.M.) (P.M.) on this 1<sup>st</sup> day of February, 2021, together with the appropriate fee of \$300.

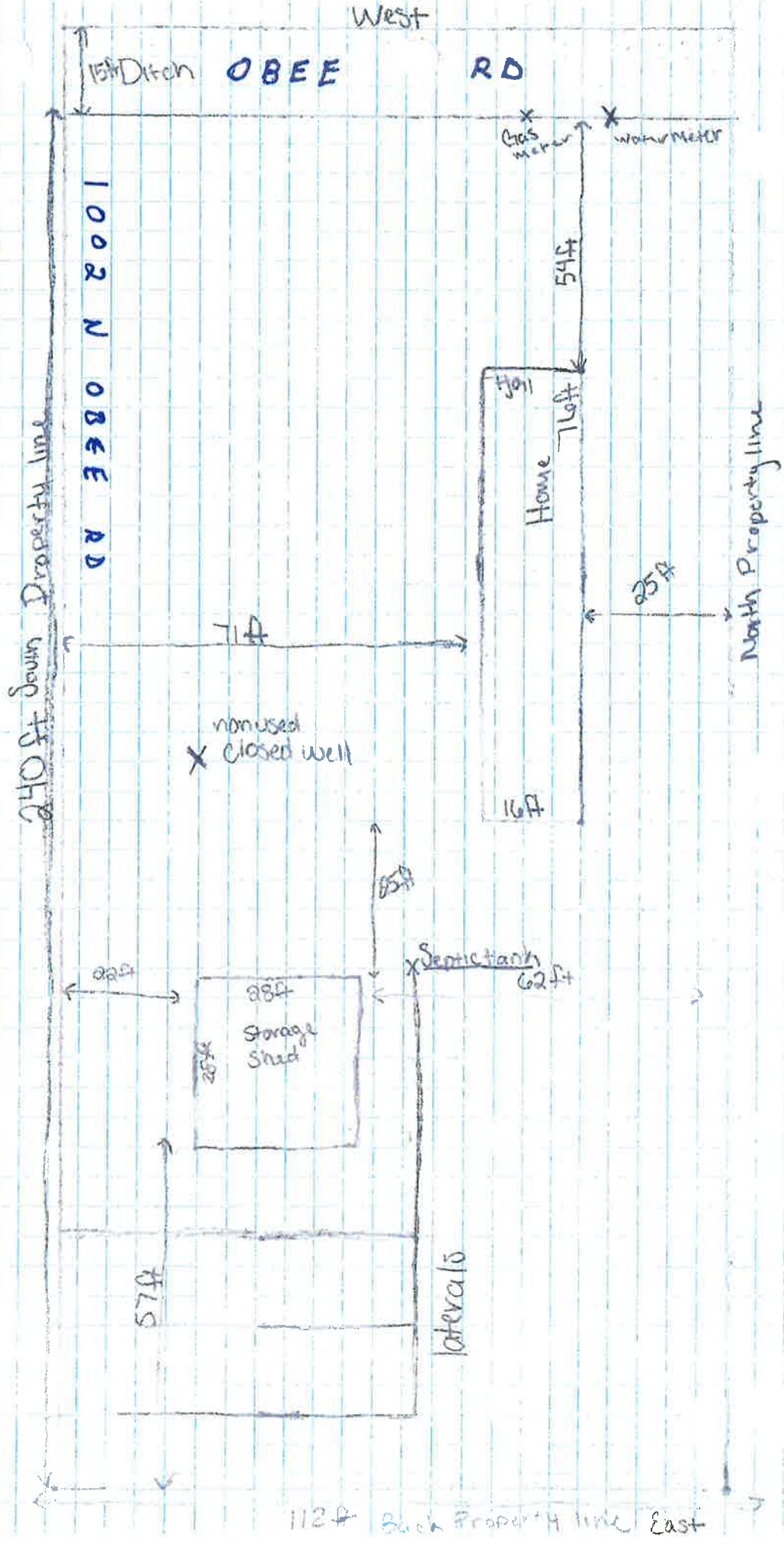
[Signature]  
Name and Title



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5ft

NORTH  
↓





**Summary**

Parcel ID 1311103002004000  
 Quick Ref ID R20073  
 Property Address 1002 N OBEED RD  
 HUTCHINSON, KS 67501  
 Brief CLAY TOWNSHIP S11, T23, R05W, COM AT NW COR OF SW1/4 N30 FT FOR POB TH  
 Tax Description E200 FT S30 FT E 53 FT S 72 FT W253.26 FT N 102 FT TO POB LESS W30 FT FOR RDWY R/W  
 (Note: Not to be used on legal documents)  
 Taxing Unit Group 162  
 Lot Size (SF) N/A  
 Acreage 0.51  
 Property Class Residential  
 Zoning N/A  
 Lot Block --- CLAY TOWNSHIP  
 Subdivision S-T-R  
 S-T-R 11-23-05W  
 Deed Book & Page  
 Neighborhood 056.2



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**Owner**

Primary Owner  
 Buckaloo, Vernon L  
 1000 N Obee Rd  
 Hutchinson, KS 67501-9564

**Market Land Info**

Method	Type	AC/SF	Class
Acre	Primary Site - 1	0.51	

**Other Buildings**

Occupancy	MSCIs	Rank	Qty	Year Built
Residential Garage - Detached	D	1.00	1	2007

**Building Permits**

Number	Amount	Type
06715	\$4,000	Garage

**Valuation**

Class	2020 Appraised Value			Class	2019 Appraised Value		
	Land	Building	Total		Land	Building	Total
R	\$3,780	\$9,430	\$13,210	R	\$3,020	\$10,670	\$13,690
<b>Total</b>	<b>\$3,780</b>	<b>\$9,430</b>	<b>\$13,210</b>	<b>Total</b>	<b>\$3,020</b>	<b>\$10,670</b>	<b>\$13,690</b>

**Photos**



Removed Home  
 ←



No data available for the following modules: Ag Acreage, Residential Information, Mobile Home Information, Commercial Information, Other Building Components, Sketches.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

[Last Data Upload: 1/29/2021, 10:03:14 PM](#)

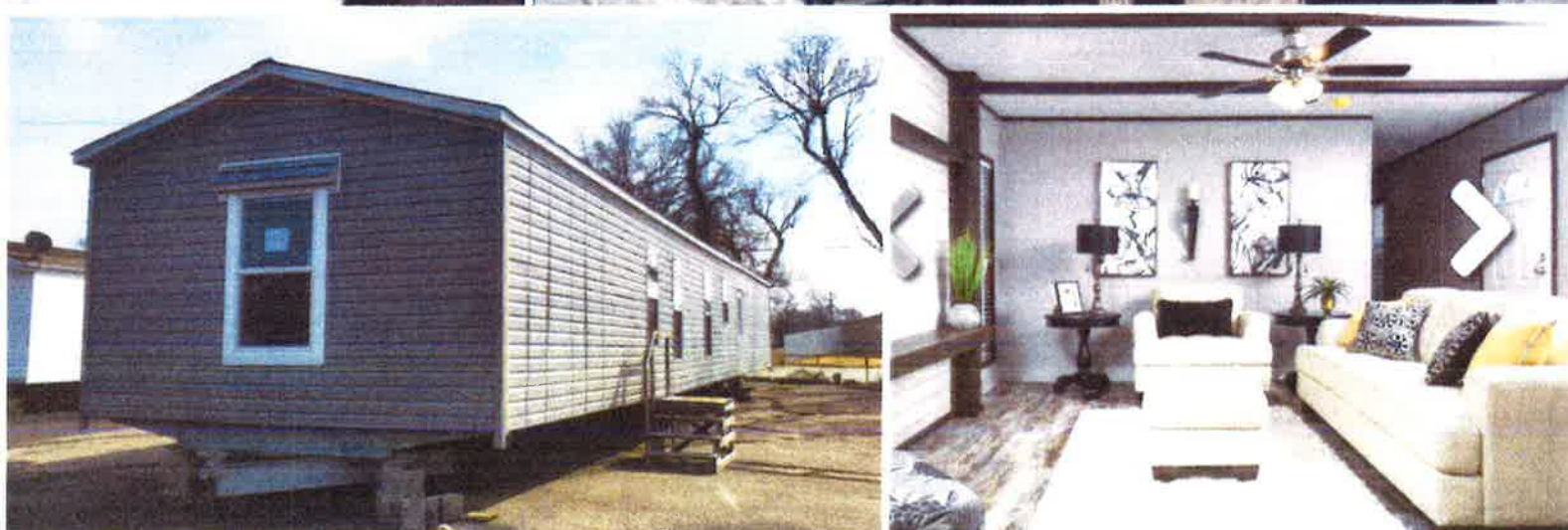
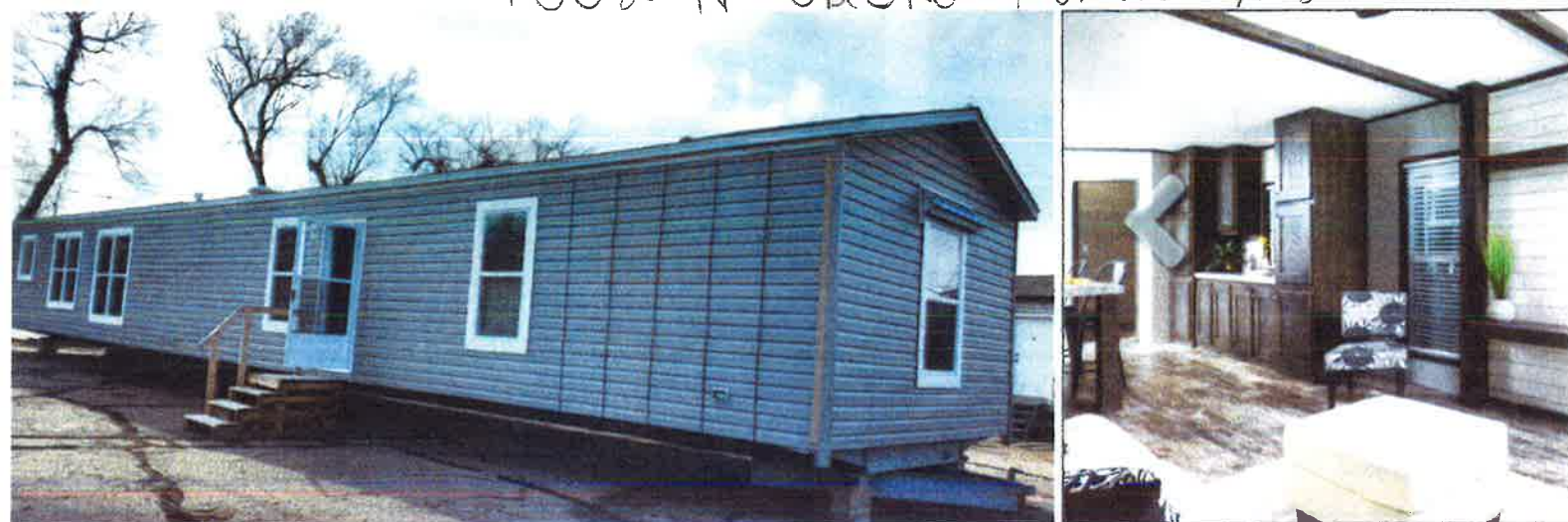


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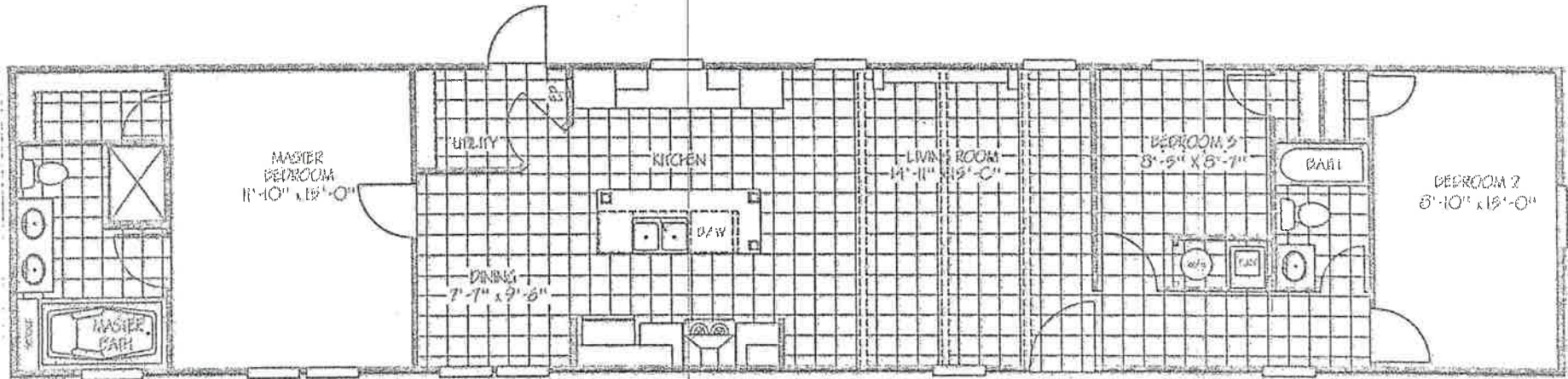


Proposed New 2020-2021 Manufactured Home for  
1002 N. Obee Rd Hutchinson, KS 67501



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# THE AMERICAN SERIES



MODEL: THE JACKSON AMS16763B

16'-0" x 76'-0" 1,191 Sq.Ft

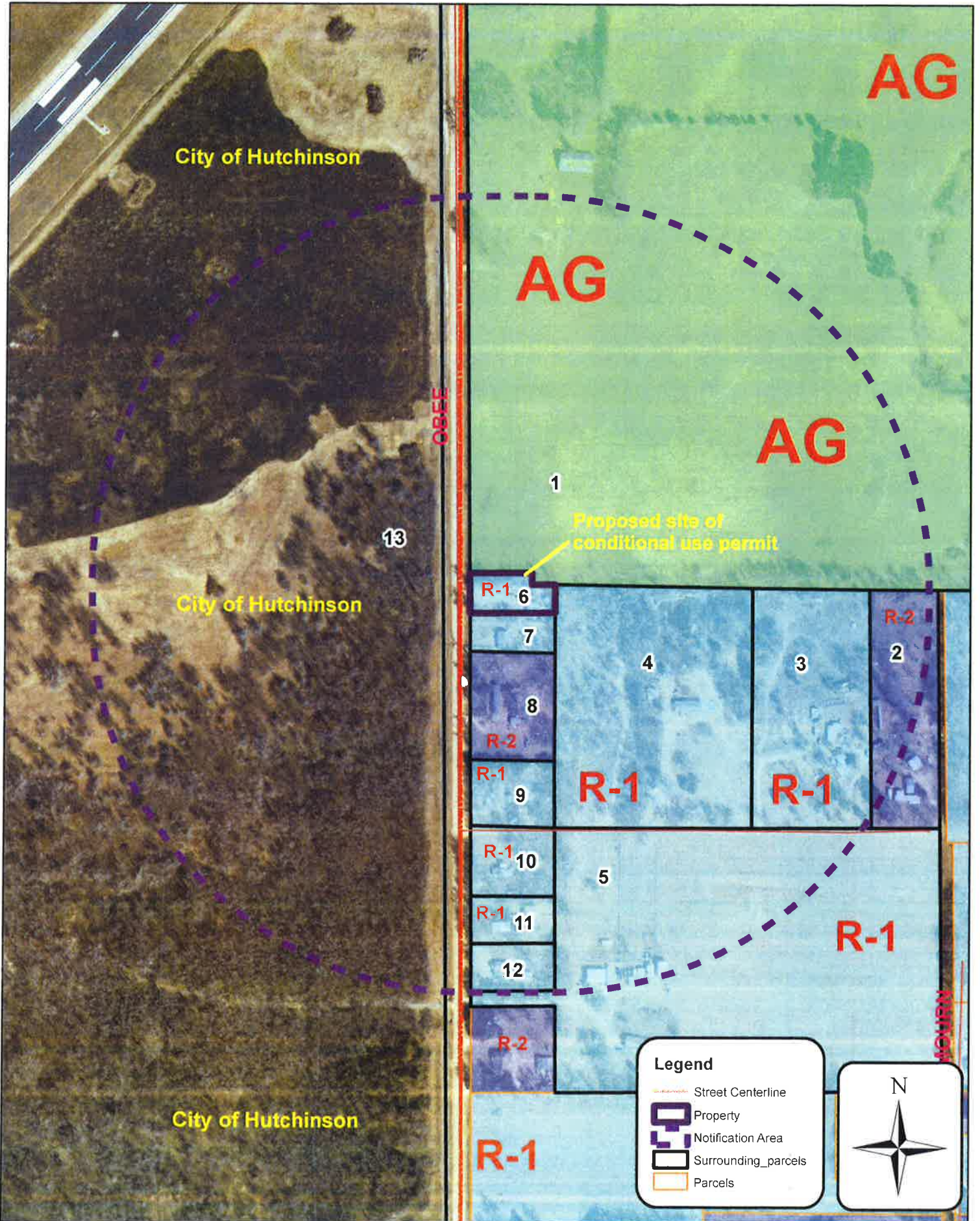
3 Beds 2 Baths

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 PUBLIC WORKS DEPT.

Due to continued improvements and material change, specifications may change without notice. Room sizes are approximate.



Property Ownership/Zoning Map  
Case #2021-02





Vernon Buckaloo  
Property Ownership List  
Case #2021-02

	A	B	C	D	E
1	PO#	PIN	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
2	1	1311102001005000	TAJCHMAN, SCOTT & DANIELLE	917 E 30TH AVE HUTCHINSON, KS 67502	1300 N OBEE RD, Hutchinson, KS 67501
3	2	1311103002001000	HOWELL, B DEAN & A MARIE	910 N OBEE RD HUTCHINSON, KS 67501-9563	909 N MOURN LN, Hutchinson, KS 67501
4	3	1311103002002000	HOWELL, B DEAN & A MARIE	910 N OBEE RD HUTCHINSON, KS 67501-9563	910 N OBEE RD, Hutchinson, KS 67501
5	4	1311103002003000	RMAC TRUST	C/O RUSHMORE LOAN MANAGEMENT SERVICES LLC 15480 LAGUNA CANYON RD #STE 100 IRVINE, CA 92618	1004 N OBEE RD, Hutchinson, KS 67501
6	5	1311103002003030	GRIFFIN, DAVID G & EDITH L REV TRUST	710 N OBEE RD HUTCHINSON, KS 67501-9561	710 N OBEE RD, Hutchinson, KS 67501
7	6	1311103002004000	BUCKALOO, VERNON L	1000 N OBEE RD HUTCHINSON, KS 67501-9564	1002 N OBEE RD, Hutchinson, KS 67501
8	7	1311103002004010	BUCKALOO, MICHELLE M	1000 N OBEE RD HUTCHINSON, KS 67501-9564	1000 N OBEE RD, Hutchinson, KS 67501
9	8	1311103002005000	HUNT, MICHAEL NOSS & DANIELLE LYNN & BROWN, PATRICIA LYNN & BRUL WILLIAM JR	950 N OBEE RD HUTCHINSON, KS 67501-9563	950 N OBEE RD, Hutchinson, KS 67501
10	9	1311103002006000	LINGENFELTER, LANCE C	901 E 5TH AVE HUTCHINSON, KS 67501	920 N OBEE RD, Hutchinson, KS 67501
11	10	1311103002007000	ASSOCIATES FINANCIAL SERVICES CO OF KS, INC	C/O TIPTON, JERRY F & JANET L & JERRY F 900 N OBEE RD HUTCHINSON, KS 67501-9563	900 N OBEE RD, Hutchinson, KS 67501
12	11	1311103002008000	NELSON, ELIZABETH	PO BOX 141 PRETTY PRAIRIE, KS 67570	820 N OBEE RD, Hutchinson, KS 67501
13	12	1311103002009000	SHIPLEY, ROGER K & SAWANA J LIV TRUST	4703 MAINLINE DR HUTCHINSON, KS 67501-3416	800 N OBEE RD, Hutchinson, KS 67501
14	13	1321000000001000	CITY OF HUTCHINSON	PO BOX 1567 HUTCHINSON, KS 67504-1567	1100 N AIRPORT RD, Hutchinson, KS 67501

RNCAMA Property Record Card

Parcel ID: 078-131-11-0-30-02-001.00-0

Quick Ref: R20069

Tax Year: 2021

Run Date: 1/28/2021 2:56:23 PM

OWNER NAME AND MAILING ADDRESS

HOWELL, B DEAN & A MARIE

910 N OBEE RD  
HUTCHINSON, KS 67501-9563

PROPERTY SITUS ADDRESS

909 N MOURN LN  
Hutchinson, KS 67501

LAND BASED CLASSIFICATION SYSTEM

Function: 1199 Accessory resid Sfx:  
Activity: 1000 Residential activities  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R  
Living Units: 1  
Zoning:  
Neighborhood: 056.2 056.2  
Economic Adj. Factor:  
Map / Routing: / 1  
Tax Unit Group: 162-162

PROPERTY FACTORS

Topography: Level - 1  
Utilities: Well - 5, Septic - 6  
Access: Dirt Road - 3  
Fronting: Dead End - 7  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

TRACT DESCRIPTION

CLAY TOWNSHIP, S11, T23, R05W, ACRES 2.6,  
COM NE COR OF NW1/4 OF SW1/4 TH W15 FT  
FOR POB TH S622 FT W182 FT N622 FT E182  
FT TO POB

PARCEL COMMENTS

Prop-NC: MH, MP, AN; Prop-Com: MH BURNED '18' GONE '19

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/10/2019	11:00 AM	6	17	277		
04/18/2019	11:05 AM	0	FC	235		
10/03/2013	10:45 AM	5	17	267		

No Image Available

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2021 APPRAISED VALUE

2020 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
R	9,150	1,660	10,810
<b>Total</b>	<b>9,150</b>	<b>1,660</b>	<b>10,810</b>

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	2.66												21	1.00	6,000.00	2,500.00	2,500.00	10,150

Total Market Land Value 10,150



Belapidated manufactured  
(burnt down)

RNCAMA Property Record Card

Parcel ID: 078-131-11-0-30-02-002.00-0

Quick Ref: R20070

Tax Year: 2021

Run Date: 1/28/2021 2:56:24 PM

OWNER NAME AND MAILING ADDRESS

HOWELL, B DEAN & A MARIE

910 N OBEE RD  
HUTCHINSON, KS 67501-9563

PROPERTY SITUS ADDRESS

910 N OBEE RD  
Hutchinson, KS 67501



Image Date: 09/12/2019

LAND BASED CLASSIFICATION SYSTEM

Function: 1160 Manufactured h Sfx:  
Activity: 1000 Residential activities  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R  
Living Units: 1  
Zoning:  
Neighborhood: 056.2 056.2  
Economic Adj. Factor:  
Map / Routing: / 1  
Tax Unit Group: 162-162

PROPERTY FACTORS

Topography: Above Street - 2  
Utilities: Well - 5, Septic - 6, Gas - 7  
Access: Dirt Road - 3  
Fronting: Private Road - 9  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

TRACT DESCRIPTION

CLAY TOWNSHIP, S11, T23, R05W, ACRES 4.6,  
COM NE COR OF NW1/4 OF SW1/4 W 197 FT  
FOR POB TH S622 FT W 336.37 FT N622 FT  
E336.37 FT TO POB

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/10/2019	11:10 AM	1	17	277	DEAN	1
10/09/2018	10:40 AM	9	MHR	273/277		
10/03/2013	10:50 AM	5	17	267		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
06506	0	Dwelling Addition	11/02/2005	C	100

2021 APPRAISED VALUE

2020 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
R	14,050	5,110	19,160
<b>Total</b>	<b>14,050</b>	<b>5,110</b>	<b>19,160</b>

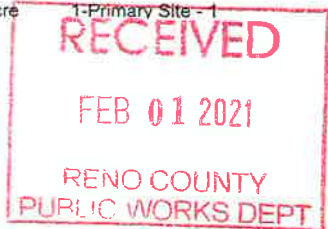
PARCEL COMMENTS

Permits: :

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acres	1-Primary Site - 1	4.62											21	1.00	6,000.00	2,500.00	2,500.00	15,050

Total Market Land Value 15,050



Delapidated  
Manufactured Home

RNCAMA Property Record Card

Parcel ID: 078-131-11-0-30-02-003.00-0

Quick Ref: R20071

Tax Year: 2021

Run Date: 1/28/2021 2:56:26 PM

OWNER NAME AND MAILING ADDRESS

RMAC TRUST

15480 LAGUNA CANYON RD STE 100  
IRVINE, CA 92618

PROPERTY SITUS ADDRESS

1004 N OBEE RD  
Hutchinson, KS 67501

LAND BASED CLASSIFICATION SYSTEM

Function: 1160 Manufactured h Sfx:  
Activity: 1000 Residential activities  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R  
Living Units: 1  
Zoning:  
Neighborhood:056.2 056.2  
Economic Adj. Factor:  
Map / Routing: / 1  
Tax Unit Group: 162-162



Image Date: 09/12/2019

PROPERTY FACTORS

Topography: Above Street - 2, Rolling - 4  
Utilities: Well - 5, Septic - 6, Gas - 7  
Access: Dirt Road - 3  
Fronting: Residential Street - 4  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

TRACT DESCRIPTION

CLAY TOWNSHIP, S11, T23, R05W, ACRES 7.7,  
COM AT NW COR NW/4 SW/4 TH E 253.26' TO  
POB TH E 533.36' TH S 622' TH W 533.36' TH N  
622' TO POB EXC RD R/W

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
12/30/2020	10:00 AM	9	FR	267/280		
09/10/2019	11:25 AM	1	17	277		
10/09/2018	10:45 AM	9	MHR	273/277		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2021 APPRAISED VALUE

2020 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
R	21,780	38,360	60,140
<b>Total</b>	<b>21,780</b>	<b>38,360</b>	<b>60,140</b>

PARCEL COMMENTS

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acres	1-Primary Site - 1	7.71												21	1.00	6,000.00	2,500.00	2,500.00	22,780

Total Market Land Value 22,780

1996 manufactured Home





RNCAMA Property Record Card

Parcel ID: 078-131-11-0-30-02-004.01-0

Quick Ref: R20074

Tax Year: 2021

Run Date: 1/28/2021 2:56:31 PM

OWNER NAME AND MAILING ADDRESS

BUCKALOO, MICHELLE M

1000 N OBEE RD  
HUTCHINSON, KS 67501-9564

PROPERTY SITUS ADDRESS

1000 N OBEE RD  
Hutchinson, KS 67501



Image Date: 09/12/2019

LAND BASED CLASSIFICATION SYSTEM

Function: 1160 Manufactured h Sfx:  
Activity: 1000 Residential activities  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R  
Living Units: 1  
Zoning:  
Neighborhood: 056.2 056.2  
Economic Adj. Factor:  
Map / Routing: / 1  
Tax Unit Group: 162-162

PROPERTY FACTORS

Topography: Level - 1  
Utilities: Well - 5, Septic - 6, Gas - 7  
Access: Dirt Road - 3  
Fronting: Residential Street - 4  
Location: Neighborhood or Spot - 6  
Parking Type: On and Off Street - 3  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/10/2019	12:00 PM	6	17	277		
10/09/2018	10:50 AM	9	MHR	273/277		
12/20/2017	10:10 AM	9	FC	256/235		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
--------	--------	------	------------	--------	--------

TRACT DESCRIPTION

CLAY TOWNSHIP, S11, T23, R05W, TR COM NW  
COR NW1/4 SW1/4 S 72 FT TO POB S 100FT E  
253.26FT N 100FT W 253.26FT TO POB EXC RD  
ROW

2021 APPRAISED VALUE

2020 APPRAISED VALUE

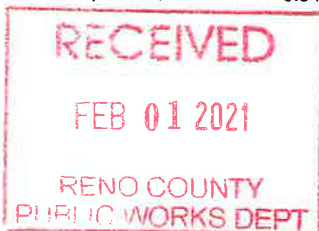
Not Yet Available

Cls	Land	Building	Total
R	3,850	0	3,850
<b>Total</b>	<b>3,850</b>	<b>0</b>	<b>3,850</b>

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	0.54											21	1.00	6,000.00	2,500.00	2,500.00	4,850

Total Market Land Value 4,850



1997 manufactured  
Next door to south



RNCAMA Property Record Card

Parcel ID: 078-131-11-0-30-02-005.00-0

Quick Ref: R20075

Tax Year: 2021

Run Date: 1/28/2021 2:56:33 PM

OWNER NAME AND MAILING ADDRESS

HUNT, MICHAEL NOSS & DANIELLE LYNN

950 N OBEE RD  
HUTCHINSON, KS 67501-9563

PROPERTY SITUS ADDRESS

950 N OBEE RD  
Hutchinson, KS 67501

LAND BASED CLASSIFICATION SYSTEM

Function: 1160 Manufactured h Sfx:  
Activity: 1100 Household activities  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R  
Living Units: 1  
Zoning:  
Neighborhood: 056.2 056.2  
Economic Adj. Factor:  
Map / Routing: / 1  
Tax Unit Group: 162-162



Image Date: 09/12/2019

PROPERTY FACTORS

Topography: Level - 1  
Utilities: Well - 5, Septic - 6, Gas - 7  
Access: Dirt Road - 3  
Fronting: Residential Street - 4  
Location: Neighborhood or Spot - 6  
Parking Type: On and Off Street - 3  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

TRACT DESCRIPTION

CLAY TOWNSHIP, S11, T23, R05W, ACRES 1.4,  
COM NW COR OF SW1/4 TH S 172 FT FOR POB  
TH E 253.26 FT S 278 FT W 253.26 FT N 278 FT  
TO POB EXC W 30 FT FOR RD R/W

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
09/10/2019	12:10 PM	6	17	277		
10/09/2018	10:50 AM	9	MHR	273/277		
10/03/2013	11:40 AM	5	17	267		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
7124	29,700	Mobile Home	03/21/2012	C	100

2021 APPRAISED VALUE

2020 APPRAISED VALUE

Not Yet Available

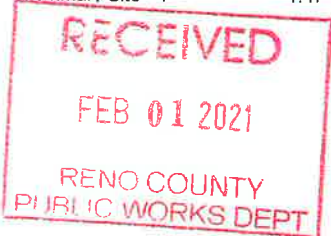
Cls	Land	Building	Total
R	6,180	620	6,800
<b>Total</b>	<b>6,180</b>	<b>620</b>	<b>6,800</b>

PARCEL COMMENTS

Permits: mobile home 16x76 :

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff	FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	1.47												21	1.00	6,000.00	2,500.00	2,500.00	7,180



Total Market Land Value 7,180

manufactured Hom  
2 doors to south

RNCAMA Property Record Card

Parcel ID: 078-131-11-0-30-02-006.00-0

Quick Ref: R20076

Tax Year: 2021

Run Date: 1/28/2021 2:56:35 PM

OWNER NAME AND MAILING ADDRESS

LINGENFELTER, LANCE C

901 E 5TH AVE  
HUTCHINSON, KS 67501

PROPERTY SITUS ADDRESS

920 N OBEE RD  
Hutchinson, KS 67501



Image Date: 01/04/2021

LAND BASED CLASSIFICATION SYSTEM

Function: 1199 Accessory resid Sfx:  
Activity: 1000 Residential activities  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R  
Living Units:  
Zoning:  
Neighborhood: 056.2 056.2  
Economic Adj. Factor:  
Map / Routing: / 1  
Tax Unit Group: 162-162

PROPERTY FACTORS

Topography: Level - 1  
Utilities: Well - 5, Septic - 6, Gas - 7  
Access: Dirt Road - 3  
Fronting: Residential Street - 4  
Location: Neighborhood or Spot - 6  
Parking Type: On and Off Street - 3  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
01/04/2021	10:00 AM	9	FR	267/281		
10/15/2020	2:53 PM	20	S	256		
09/10/2019	12:15 PM	6	17	277		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
99999		Demolition	12/31/2020	C	100

TRACT DESCRIPTION

CLAY TOWNSHIP, S11, T23, R05W, COM AT NW COR OF SW1/4 E30 FT TH S622 FT FOR POB E223.26 FT N172 FT W223.26 FT S172 FT TO POB

2021 APPRAISED VALUE

2020 APPRAISED VALUE

Not Yet Available

Cls	Land	Building	Total
R	4,730	3,130	7,860
<b>Total</b>	<b>4,730</b>	<b>3,130</b>	<b>7,860</b>

PARCEL COMMENTS

Prop-Com: HOME HAS BEEN BADLY VANDALIZED & STRIPED OF ALL WIRING, FIXTURES, ECT; 2-VH ATTACHED; SV-256-10/20; Permits: :

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Acre	1-Primary Site - 1	0.89											21	1.00	6,000.00	2,500.00	2,500.00	5,730



Total Market Land Value 5,730

Delapidated Manufacture d Home  
3 door s South

**Date:** April 5, 2021

**To:** Reno County Board of County Commissioners

**From:** Mark Vonachen, CFM – County Planner II

**Subject:** Case #2021-02 – Vernon Buckaloo (Applicant: Michelle Buckaloo) Legal  
Description: Approximately .50 acres of land located in the SW ¼ - Section 11 – T23S, R5W in Clay Township and further described as PIN# 1311103002004000. The parcel is located on the east side of N. Obee Road, approximately ½ mile north of the intersection of N. Obee Road and E. 4<sup>th</sup> Avenue. The address is 1002 N. Obee Road

**Who:** Owner: Vernon Buckaloo  
1002 N. Obee Road, Hutchinson, KS 67501

**What:** This is a conditional use permit request to place a 2021 manufactured home on the property. The floodplain designation for the property is Zone X which is an area outside of the 500-year floodplain designation.

**Why:** The parcel is currently zoned R-1 – Rural Residential District. The owner requests a conditional use permit on the above identified property for the purpose of placing a manufactured home on the property. All proposed land use activities other than agricultural and single-family residential require a conditional use permit. The exception to this is a manufactured home.

*This report and recommendation were prepared prior to the public hearing.*

## **BACKGROUND**

The owner requests a conditional use for the purpose of placing a 2021 16' x 76' manufactured home on the property. A 1970's manufactured home was removed from the property approximately two years ago. The Property Record Card from the Reno County Appraiser's Department shows pictures of what the manufactured home looked like at the time the picture was taken.

According to the applicant, if approved, this manufactured home will be the newest home along this segment of N. Obee Road. The applicant states there are four other manufactured homes in the area of various years and conditions. The Property Record Cards of these properties will show the condition of the home at the time the picture was taken (if a picture is available).

Article 15-105(41) requires a conditional use permit for a manufactured home on an individual lot.

Before submittal of the conditional use permit application, staff questioned the applicant on when the manufactured home was disassembled and removed from the property. The applicant verbally stated to staff two years ago. It is also written the previous manufactured home was removed two years ago. No exact date or proof could be provided.

To determine whether a conditional use permit is required or only a zoning permit is required to place the manufactured home on the property, staff had to determine if the current land use is conforming or non-conforming. To do that staff researched previous zoning regulations, zoning maps and special use permits. Staff found that this property was previously zoned R-1 (as it is now) and that a special use permit was required to place a manufactured home on the property. In researching previous years special use permits, staff found no approved special use permit for this property. One zoning permit was issued on August 2, 1976 for a 12' x 60' manufactured home.

Since no special use permit is on file with county for the manufactured home land use, the use is considered non-conforming. Article 16-104 of the zoning regulations governs this type of situation.

**Article 16-104** states, **Discontinuance of Nonconforming Uses**: No land or structure or portion thereof used in whole or in part for a nonconforming use which remains idle or unused for a continuous period of six (6) months, whether or not the equipment, fixtures, improvements or facilities are removed, shall again be used except in conformity with the regulations of the district in which such land or structure is located.

Since the 1970's manufactured home was removed over two years ago and the property only contains accessory buildings, compliance with the current zoning regulations requires a conditional use permit.

### **SUMMARY OF RELATED REQUIREMENTS FOR: A MANUFACTURED HOME IN AN R-1 ZONING DISTRICT**

1. **Land Use Category**

This parcel is currently zoned R-1 – Rural Residential District. All proposed land uses that are neither agricultural nor single family residential in nature require an approved conditional use permit. The exception is manufactured homes. Manufactured homes require a conditional use permit in the R-1 zoning district.

2. **Yard Requirements – Article 13**

Any new structure 120 square feet or greater shall meet the following minimum setbacks:

Front Yard: 30' from the road right of way  
Side Yard: 10' from the north and south property lines  
Rear Yard: 20' from the east property line

The site plan shows the located of the proposed manufactured home. The location complies with the setback requirements for the R-1 zoning district.

3. **Performance Standards – Article 9**

The following performance standards are found under Article 9-104 and are relevant to the issuance of a conditional use permit for a manufactured home:

- No smoke, radiation, vibration or concussion, or heat shall be produced that is perceptible outside a building, and no dust, fly ash, or gas that is toxic, caustic or obviously injurious to humans or property shall be produced.
- No emission of air contaminants from any source within the boundaries of any lot or tract shall exceed emission rates established by the Kansas Secretary of Health and Environment pursuant to K.S.A. 65-3001 et seq., or amendments thereto, and any administrative regulations adopted thereunder.
- No activity shall be permitted that creates any off-site electrical disturbance.
- Light sources shall be controlled or hooded so that light is directed away from any adjoining residentially zoned property or public streets.

4. **Parking, Paving, and Loading Requirements – Articles 10 & 11**

The zoning regulations require a minimum of two parking stalls per dwelling unit. There is adequate space on the parcel to provide two parking stalls. Parking of vehicles is not permitted in the 30' setback requirement except if the vehicles are parked in the driveway.

The parcel is served by a dirt road. Only commercial and industrial land uses must be reviewed for paving requirements.

Designation of an off-street loading space or area is not applicable to this petition.

5. **Sign Requirements – Article 12**

No signs are proposed with this petition.

6. **Landscaping**

The county has no specific requirements in the zoning regulations regarding landscaping. However, under the conditional use permit review process, the Planning Commission can require landscaping, buffering, and screening be installed to lessen the impact of a development on a neighborhood. There are no houses immediately to the north or west of this proposed manufactured home. To the south are several houses. The applicant owns the parcel directly to the south.

*Staff recommends no landscaping be installed.*

7. **Lighting**

Any lighting for the parcel shall be shielded so as not to go beyond the property boundary or shine on road.



8. **Fencing**

There are no fence regulations except for instances when a sight triangle is involved or as a conditional use permit requirement. There is no sight triangle associated with this parcel.

Staff recommends any fencing be installed at the owner's discretion and outside of the road right of way.

9. **Height Limitations – Article 13**

The maximum height for a building in the R-1 zoning district is 35'.

**FACTORS**

The Planning Commission may recommend approval/denial of a Conditional Use and the Governing Body may approve/deny such Conditional Use using the following factors as guidelines:

1. *Whether approval of the Conditional Use would be consistent with the intent and purpose of these regulations.*

The intent and purpose of the regulations is to provide flexibility in approving non-residential land uses which may not have a significant impact on the neighborhood if certain conditions are met and to implement the eleven purposes found in Article 1-102.

In reviewing the eleven purposes of the Zoning Regulations found under Article 1-102, staff concludes approval of the conditional use permit would be consistent with the intent and purpose of these regulations.

The most important purposes found in the regulations that support this factor is:

- To promote the health, safety, comfort, and general welfare of the citizens of Reno County, Kansas.
- To inform the public regarding future development in Reno County, Kansas, thereby providing a basis for wise decisions with respect to such development.

2. *Whether the location of the proposed use is compatible to other land uses in the surrounding neighborhood.*

To the north is agricultural land zoned AG with a single-family dwelling.

To the west is the Hutchinson Airport within the city limits.

To the east and south are residential parcels zoned R-1 and R-2.

The surrounding area is a mixture of agricultural land, open space for the airport, and residential. According to information submitted by the applicant, within the notification area, there are six other manufactured homes. All six of these manufactured homes are older than the one proposed for the parcel associated with this petition. The applicant proposes placing a 2021 manufactured home on the vacant parcel.

Based off of other manufactured homes located in the area, staff concludes the proposed land use is compatible to other land uses.

3. *Whether the proposed use places an undue burden on the existing transportation and service facilities in the area affected and, if so, whether such additional transportation and service facilities can be provided.*

N. Obee road is a township-maintained dirt road with many houses within the first half mile north of E. 4<sup>th</sup> Avenue. Going further north there are also several other parcels with improvements on them. N. Obee Road stops at E. 30<sup>th</sup> Avenue. No undue burden is expected on the existing transportation facilities.

This site is served by Reno County Rural Water District #4 which is operated by an independent Board of Directors and not the County Commissioners. The water district purchases water from the City of Hutchinson and maintains their own distribution lines. Any unused wells as shown on the site plan should be plugged in compliance with the Sanitation Code and KDHE requirements. No undue burden is anticipated connecting to the water district.

The owner shall comply with the requirements of the Sanitation Code regarding the septic system. Due to the minimal acreage of the property and all of the improvements, the owner needs to work closely with the Health Department if a new wastewater system needs to be installed. Staff concludes no undue burden is anticipated regarding use of the existing wastewater system or if a new septic system requires installation.

4. *Whether the proposed use is made necessary or desirable because of changed or changing conditions in the area affected.*

This factor is not applicable to this conditional use permit request. There are no land use indications this area has changed or is changing to a certain type of housing. The applicant is requesting to upgrade the manufactured house that was previously located on the property.

5. *The length of time the subject property has remained vacant or undeveloped as zoned: provided, the use of land for agricultural purposes shall be considered as viable use of the land and not be considered as allowing the land to be vacant or undeveloped.*

The parcel is not entirely vacant. However, no principal building (a single-family dwelling) has been located on this parcel for approximately two years according to the applicant. Other accessory buildings are currently on the parcel.

The applicant proposes to improve the appearance of the parcel by placing a new manufactured home on the parcel.

6. *Whether the applicant's property is suitable for the proposed use.*

This lot is only .50 acres in size. When required setbacks are factored in, the net developable area becomes even smaller. In reviewing the site plan, the parcel is large

enough to place the manufactured home on the property without the need to obtain a variance.

Staff is concerned with the possibility of needing to install a new wastewater system. With the other accessory buildings on the property, there is a reduced amount of land available to install a new wastewater system. If the existing wastewater system is not in operation or if the wastewater system fails, it is important for the owner to work closely with the Health Department to install a new wastewater system. Having this parcel served by public water will assist the Health Department in complying with Sanitation Code requirements.

The Health Department has provided comments regarding this conditional use permit petition.

Staff concludes the property is suitable for the proposed use.

7. *Whether the proposed Conditional Use would be in conformance to and further enhance the implementation of the Comprehensive Plan.*

Chapter 9 discusses the goals, objectives, and policies of the County.

Under the goals for *Housing* there are several specific objectives that show this proposal is compatible with the Comprehensive Plan. Those goals are as follows:

- Objective 2: Promote a wide range of housing choices at appropriate locations throughout the county.
- Objective 3: Promote housing types sensitive to the demographic profile of the community. In particular, attention should be paid to the housing needs of a growing elderly population.
- Objective 4: Encourage the renovation and rehabilitation of housing units where practical, and the removal of housing units deemed uninhabitable, unsafe, or beyond repair.
- Objective 8: Recognize the use of manufactured homes as an affordable housing solution for many people and seek to locate these units in appropriate locations within the County. By law, zoning regulations will accommodate the locations of residential-designed manufactured homes throughout the County. The placement of manufactured homes not meeting the residential-designed standards should be sited within established manufactured home parks or on suitable sites in the rural areas.

Other objectives may appear to be in favor or against the petition. However, when reviewing these and all other relevant objectives, staff concludes the petition complies with the goals and objectives of the Comprehensive Plan.

8. *Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed on the applicant by not upgrading the value of the property by approving the proposed Conditional Use.*

Staff concludes the relative gain to the public health, safety, and general welfare outweighs the hardship imposed on the applicant by not upgrading the value of the property and approving the conditional use. This conclusion is based on the following factors:

- The public will gain by having a vacant parcel which use to have a dilapidated mobile home re-developed with a new manufactured home.
- The owner does not have a hardship as there are still many other options to place a single-family dwelling on the property if the conditional use permit is denied.

9. *Whether the proposed Conditional Use, if it complies with all the conditions upon which the approval is made contingent (as authorized in Article 15 of these Regulations), will not adversely affect the property in the area affected.*

Staff concludes if certain conditions are approved, this proposed manufactured home should not adversely affect surrounding properties or the neighborhood.

As discussed previously in this report, there are several older manufactured homes in the area. The applicant proposes to place a new manufactured home on this parcel.

10. *Such other factors as may be relevant from the facts and evidence presented in the application.*

The zoning regulations only permit a manufactured home to be placed on a parcel if the home was constructed after July 13, 1994. After this date, the U.S Department of Housing and Urban Development Agency (HUD) changed the code on the way manufactured homes are constructed. No manufactured home may be located on a parcel of land in the zoned area of the County if it was constructed prior to this date.

Under the conditional use permit review process, the Planning Commission may recommend approval or denial of the request. If the Planning Commission recommends approval of the request, the Planning Commission may choose to place a condition of approval on the petition requiring one of three options:

- Limit the owner to only placing a 2021 or newer manufactured home on the parcel
- Set a specific year(s) limit on the manufactured home. For example, only a manufactured home constructed between a defined set of years may be placed on the parcel.
- Set no specific year limit. The manufactured home still has to comply with the July 13, 1994 date in order to receive a zoning permit.

This parcel is with the City of Hutchinson's Notification Area as permitted by Article 20-103 of the Zoning Regulations. The public hearing notice was sent to the City of Hutchinson as the City is an adjacent property owner. Notice was also sent to the Hutchinson Airport

Manager. The petition and supporting documentation were sent to the Hutchinson Planning Director by email on February 12, 2021. As of the date of this report, no written response was received by the City of Hutchinson regarding this petition.

The applicant requested staff include the Property Record Cards in the packet of information to the Planning Commission. Within the packet, is a copy of all the manufactured homes within the notification area for this petition. The applicant wrote on each property record card the condition of each one of the manufactured homes. Staff has not verified the accuracy of the applicant's statements. Not included in the packet are the Property Record Card for the parcels that do not contain a manufactured home.

11. *The recommendation of the permanent or professional staff.*

**STAFF RECOMMENDATION:**

Staff recommends **APPROVAL** of this request for a conditional use permit to place a manufactured home on land zoned R-1 based on the following factors and conditions:

1. Whether approval of the Conditional Use would be consistent with the intent and purpose of these regulations.
2. Whether the location of the proposed use is compatible to other land uses in the surrounding neighborhood.
3. Whether the proposed use places an undue burden on the existing transportation and service facilities in the area affected and, if so, whether such additional transportation and service facilities can be provided.
4. The length of time the subject property has remained vacant or undeveloped as zoned: provided, the use of land for agricultural purposes shall be considered as viable use of the land and not be considered as allowing the land to be vacant or undeveloped.
5. Whether the applicant's property is suitable for the proposed use.
6. Whether the proposed Conditional Use would be in conformance to and further enhance the implementation of the Comprehensive Plan.
7. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed on the applicant by not upgrading the value of the property by approving the proposed Conditional Use.
8. Whether the proposed Conditional Use, if it complies with all the conditions upon which the approval is made contingent (as authorized in Article 15 of these Regulations), will not adversely affect the property in the area affected.
9. The recommendation of the permanent or professional staff.

Staff recommends the following conditions of approval:

1. The manufactured home shall be constructed on July 13, 1994 or a later date and may be placed in a different location other than what is shown of the submitted site plan.
2. The owner shall submit verification of the construction date of the manufactured home in the form of a title, bill of sale, or other document acceptable to staff prior to issuance of a zoning permit.
3. Applicant shall meet all applicable Federal, state, and local regulations.



4. Reno County reserves the right to rescind this conditional use upon any violation of County Regulations or conditions governing this approval.

Staff sent letters to 13 different property owners. No one responded with any written comments.

The County Commissioners may make a motion to:

1. Approve the conditional use permit request as submitted.
2. Approve/amend the conditional use permit request with conditions.
3. Deny the conditional use permit request as submitted.
4. Return to staff the conditional use permit request for further information.

On March 18, 2021, the Reno County Planning Commission conducted a public hearing on this petition.

Michelle Buckaloo, 1000 N. Obee Road, Hutchinson, KS 67501 stated she removed a 1970's manufactured home about two years ago. Since that time, the property has been vacant of a home structure. Their youngest daughter would like to move in next door where they live. They have placed a down payment on a manufactured home pending this approval.

Commissioner Macklin asked the applicant to discuss the sewer connection, water supply, and the foundation for the manufactured home.

Ms. Buckaloo stated they will use the existing septic tank and there is public water available.

Commissioner Macklin questioned if that was the original septic system for the other home or will a new septic system be installed.

Ms. Buckaloo said this is the original septic system. The system was still functioning when they tore down the other home.

Vice-Chairwoman French asked if they would use the existing foundation or will there be any changes.

Ms. Buckaloo reponed by saying it will be concrete cinder block with skirting. The manufactured home will also be tied down.

Commissioner Macklin questioned if that will be done by the manufacturer of the home.

Ms. Buckaloo said yes. The tie-downs go six feet in the ground to anchor the home.

Commissioner Buchanan appreciated Ms. Buckaloo including the Property Record Cards of the other homes in the area. This provided him a good perspective of the type of homes in the area.

Ms. Buckaloo responded by saying this home will be the newest one in the area. The exact home is the one included in the pictures with the application.

Vonachen presented the staff report and addressed the septic system, water, and foundation.

Regarding the septic system, the Board received comments from the Health Department. The owner is permitted to use the existing system so long as it is functioning. Should the system fail, an enhanced treatment system will more than likely be installed since the property is less than three acres. Their plumber will hopefully ensure the system is functioning properly when they go to hook the home into the septic system.

There is a public water line that runs down Obee Road. The water line is managed by a separate Board of Directors, not the County Commissioners. The Water District purchases water from the City of Hutchinson.

Regarding the foundation, it will not be a permanent foundation. The manufactured home will sit on the frame it was constructed on. Taking a manufactured home off of this frame will cause it to collapse. The home was not designed to be taken off of this frame. The home will be placed on cinder blocks and skirted like Ms. Buckaloo said. A modular home does sit on a permanent foundation. If Ms. Buckaloo wanted to do this type of home, then that would require a zoning permit and not the conditional use permit process. This option was discussed prior to her making this application.

Commissioner Jorns asked if the zoning regulations had any standards for the foundation a manufactured home sits on. He is uncomfortable with just cinder blocks and would prefer it sit on a stem wall with concrete.

Vonachen said there are no standards for the foundation but the skirting is required. The applicant can pour a foundation and sit the home on top of that but you do not want to take the manufactured home off of the frame it was constructed on. Cinder blocks are necessary so the home just is not sitting on the ground.

Commissioner Macklin questioned if staff is comfortable with the septic system not knowing how long it has been in existence.

Vonachen referred to the comments from the Health Department. They will permit someone to hook into the existing septic system so long as it is still functioning. How well the existing system was taken care of or the last time it was used is unknown but if it has not been driven over by cars or damaged when removing the old home, the system should still be functioning. The owner will know more when they start to use it again. If it is not functioning properly then they will have to contact the Health Department.

Commissioner Macklin is concerned because when he drove by the property, it appeared people had driven all over the property. If the Health Department is satisfied with the situation then he is too.

Vonachen said Ms. Buckaloo can probably answer the questions better but there is no reason to think if the system is taken care of that it cannot last 40-50 years. If the Health Department was overly concerned then they might want to have the system inspected prior to use. They did not indicate this in their comments.

Ms. Buckaloo said they are careful not to drive over the septic tank. Her husband knows exactly where the septic tank is located. The tank was well taken care of and pumped every year.

There was nobody present at the Public Works Facility wishing to address the Planning Commission regarding this request.

Neither the applicant nor staff had any rebuttal statements.

Chairman Goertzen questioned if there were any other comments.

There were no comments.

Chairman Goertzen closed the public hearing.

The Planning Commission had no further comments regarding the proposal.

**Commissioner Jorns moved that Case Number 2021-02, the request by Vernon Buckaloo requesting a conditional use permit from the Reno County Zoning Regulations to place a 16' x 76' manufactured home on a parcel of land zoned R-1 – Rural Residential District be approved based on the nine factors and four conditions listed in the staff report and as heard at this public hearing; seconded by Commissioner Buchanan.**

**Commissioner Buchanan then requested an amendment to the motion to add a specific date requirement of the manufactured home. Commissioner Buchanan proposed amending the motion and condition number one to require the manufactured home be a 2010 model year or newer.**

**Commissioner Jorns moved to accept the amendment to the motion; Commissioner Buchanan seconded the amendment.**

**The motion, with the amendment, passed by a 6-0 vote (Yes: Martin, Macklin, Buchanan, Jorns, French, and Goertzen).**

The four conditions of approval as amended by the Planning Commission read as follows:

1. The manufactured home shall be a 2010 model year or newer and may be placed in a different location other than what is shown of the submitted site plan.
2. The owner shall submit verification of the construction date of the manufactured home in the form of a title, bill of sale, or other document acceptable to staff prior to issuance of a zoning permit.
3. Applicant shall meet all applicable Federal, state, and local regulations.
4. Reno County reserves the right to rescind this conditional use upon any violation of County Regulations or conditions governing this approval.

**ACTION REQUIRED:**

Motion to (accept/deny/return to the Planning Commission for further discussion) the Planning Commission's recommendation to approve the proposed conditional use permit.

## **ATTACHMENTS**

Application

Comments

Zoning and property ownership map

Site plan

Property record cards



**AGENDA REQUEST**

**INFORMATION:** Agreement with Kirkham, Michael & Associates, Inc. of Ellsworth, Kansas to complete the survey and design plans for 69<sup>th</sup> Ave Bridge 26.70 for replacement over Cow Creek. Lump Sum Fee of \$ 73,000.00  
(From and Issue)

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

**AGENDA DATE:** April <sup>13</sup>~~6~~th, 2021

**BACKGROUND** This Bridge has been approved by the Kansas Department of Transportation as part of the Off-System Bridge Program, replacing a narrow 6 span steel beam bridge built in 1959 with a reinforced concrete haunch slab bridge. County's share 20%, KDOT's share 80% of construction costs ( \$1,000,000 KDOT maximum) Program Fiscal Year 2022. The Bridge is located 2 miles north and 0.5 miles west of Willowbrook.

**ALTERNATIVE** n/a

**RECOMMENDATION** Approve and Sign

**FISCAL IMPACT** Funds for Engineering from 006

COPY



**Agreement for Engineering Services  
between  
Reno County, Kansas  
and  
Kirkham, Michael & Associates, Inc.  
Ellsworth, Kansas**

THIS AGREEMENT, MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, by and between **Reno County**, hereinafter called the **OWNER**, and **Kirkham, Michael & Associates, Inc.**, hereinafter called the **ENGINEER**.

WITNESSETH: Whereas the **OWNER** has been approved by the Kansas Department of Transportation (KDOT) for a bridge replacement project as part of the Off-system Bridge Program. The project will be funded with a combination of Federal and Local funds. The project location is described below.

**Off System Bridge 69<sup>th</sup> Avenue 26.70 located 2 miles north and 0.5 miles west of Willowbrook. Bridge over Cow Creek with minimal approach grading. Replace Bridge No. 000780747705580.**

**A. Survey and Collection of Field Data**

1. The **OWNER** will furnish to the **ENGINEER** all information on file with the **OWNER** containing the exact location and type of monumentation of each section corner, ¼ section corner or other survey markers required to properly locate the horizontal control for the project. The **ENGINEER** will search for said monuments in the field and record locations of in-place monuments.

Lost or obliterated section corners and ¼ section corners may be re-established by the **ENGINEER**, at the hourly rate noted in Paragraph C-5. Re-establishment of corners will be in addition to the Lump Sum Fee specified in Paragraph C-1.

2. The **ENGINEER** will make necessary surveys, collect topographic data and record surface utility locations as marked by the utility owners or their representatives.

**B. Design and Preparation of Plans**

1. The **ENGINEER** will prepare detailed plans for the proposed bridge replacement project. The structure will be designed to the Kansas Department of Transportation Standard Specifications for state road and bridge construction, 2015 English version as well as applicable State and Federal design standards.
2. A schedule for intermediate plan submittals will be provided by KDOT, but it is the understanding of the **ENGINEER** that the plans are to be submitted for PS&E to KDOT no later than July 2022.



3. The **ENGINEER** will apply for appropriate permits from the state and federal authorities who have proper jurisdiction over the proposed work. Fees required for said permits are included in the lump sum fee specified in Paragraph C-1.
4. The **ENGINEER** will prepare for the **OWNER** an Opinion of Probable Construction Cost to be used in budgeting the project. One 11"x17" paper copy and one electronic PDF copy of the Opinion of Probable Construction Cost will be provided to the **OWNER** with the Field Check, Office Check, Final Check, PS&E and Final Plans submittals.
5. The **ENGINEER** will prepare preliminary plans and participate in one Field Check with the **OWNER** and KDOT prior to preparation of the final plans and specifications. The Field Check plans are anticipated to consist of the following sheets: title, typical sections, plan and profile, typical guardrail layout, bridge contour map, bridge construction layout, traffic control plan, and cross sections. The **ENGINEER** will provide one 11"x17" paper copy and one electronic PDF copy of the field check plans to the **OWNER** prior to the Field Check meeting for review and evaluation. KDOT will prepare the Field Check report.
6. The **ENGINEER** will email PDFs of preliminary plans to utility companies for identification of potential utility conflicts. Coordination of relocation of utilities is assumed to be the responsibility of the **OWNER**.
7. The **ENGINEER** will prepare Office Check plans for review by the **OWNER** and KDOT. The Office Check plans will contain all anticipated plan sheets and details to construct the project. The **ENGINEER** will provide one 11"x17" paper copy and one electronic PDF copy of the Office Check plans to the **OWNER**.
8. The **ENGINEER** will select a qualified geotechnical engineering company to provide core drilling, sub-surface testing and foundation design. The geotechnical company will be licensed in Kansas. Fees for geotechnical services are included in the lump sum fee specified in Paragraph C-1.
9. The **ENGINEER** will negotiate with respective landowners to acquire land for proposed new right of way and temporary or permanent easements needed to construct the project. The **ENGINEER** will prepare legal descriptions and quit claim deeds for property acquisitions. Fees required for right of way and easement acquisition services are included in the lump sum fee specified in Paragraph C-1.
10. After Office Check, the **ENGINEER** will prepare Final Check plans for review by the **OWNER** and KDOT. The **ENGINEER** will provide one 11"x17" paper copy and one electronic PDF copy of the Final Check plans to the **OWNER**. After final review by the **OWNER** and KDOT, the **ENGINEER** will prepare final sealed plans. The **ENGINEER** will provide one 11"x17" paper copy and one electronic PDF copy of the Final sealed plans to the **OWNER**.



11. The project is to be advertised and bid for construction by KDOT using KDOT bid documents and procedures.
12. The **ENGINEER** will complete a BrR load rating and provide a load rating summary.
13. The **ENGINEER** will provide construction services during the project, consisting of answering up to ten (10) requests for information (RFIs) if needed, reviewing contractor submitted shop drawings, and making up to two (2) project site visits, if needed. Materials testing and inspection is not included in this scope. The **ENGINEER's** review of contractor submittals is only for the limited purpose of checking for general conformance with the plans and specifications. The review is not for the purpose of determining the accuracy and completeness of details or verifying dimensions and quantities. The approval of the shop drawings does not indicate the **ENGINEER's** approval of the Contractor's means and methods, technique, sequence or safety precautions and procedures.

**C. Payment of Engineering Fee by Owner to Engineer**

1. For services as outlined in Section A and Section B except as noted below, the **OWNER** agrees to pay the **ENGINEER** the **Lump Sum Fee of \$73,000.00**. The Lump Sum Fee will be full compensation for the services noted in Section A and Section B, including expenses such as equipment, travel, and printing.
2. The **ENGINEER** will bill monthly for services rendered based upon the estimated percent of the project completed at the time of billing, as estimated by the **ENGINEER**.
3. KDOT will be responsible for the environmental documentation for the project.
4. Any change of plan alignment or project scope which involves additional field or office work by the **ENGINEER** shall be considered "**extra work**" by this agreement, and compensation shall be at the hourly rate noted in Paragraph C-5.
5. "**Extra work**" required will be billed based on an hourly payroll cost plus a multiplier of **2.30** for employees specifically engaged on the required work.
6. The fee specified in Paragraph C-1 is based on final acceptance of the detailed plans within three years of the date of this agreement. The fee specified will be adjusted by multiplying the original fee by an inflation factor of 1.05 after the original 3-year period has elapsed. From that time, the inflation factor will be compounded annually until final acceptance of the detailed plans or until the termination of this agreement.
7. The fee specified in Paragraph C-1 is based on closing the road during construction. The **OWNER** will provide and maintain an acceptable local road detour route for this project if one is desired.



8. The fee specified in Paragraph C-1 is based on designing a KDOT standard three-span reinforced concrete haunched slab bridge founded on steel pile. If during the design process, it is determined that a different type of superstructure, span configuration, and/or foundation should be required, the fee specified may be renegotiated.
9. Construction inspection is not included as part of this agreement but may be provided by the **ENGINEER** under a separate agreement.

The three-page attachment "Exhibit A: Terms and Conditions" shall be considered an integral part of this agreement.

Receipt of a signed agreement serves as the Notice to Proceed for the **ENGINEER** to begin work on the project.

**IN WITNESS WHEREOF**, said parties have caused this agreement to be signed by their duly authorized officers.

**OWNER:**

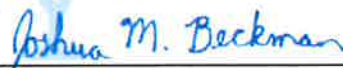
The Governing Board of Reno County, Kansas  
206 W. 1st  
South Hutchinson, KS 67505

\_\_\_\_\_  
Chairman, Board of Commissioners

  
\_\_\_\_\_  
Public Works Director

**ENGINEER:**

Kirkham, Michael & Associates, Inc.  
217 N. Douglas  
Ellsworth, KS 67439

  
\_\_\_\_\_  
Joshua M. Beckman, P.E.  
Vice President

ATTEST:

\_\_\_\_\_  
County Clerk  
(Seal)

Attachment: Exhibit A (3 pages)



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## **EQUAL EMPLOYMENT**

The consultant shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USC § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USC § 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 USC § 12101, and amendments thereto); the Kansas Act Against Discrimination (KSA § 44-1001 through 1004, 1992 Supp. and amendments thereto); the County's Affirmative Action ordinances and policies, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the County for such purpose.

COPY



# Exhibit A



## General Terms and Conditions

### 1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

### 2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

### 3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

### 4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

### 5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

# Exhibit A



## General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

### 6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

### 7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

### 8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

### 9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

### 10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

### 11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

### 12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Kansas, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

### 13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

### 14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

### 15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

# Exhibit A



## General Terms and Conditions

### 16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

### 17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

### 18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

### 19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

### 20. PROPRIETARY DATA

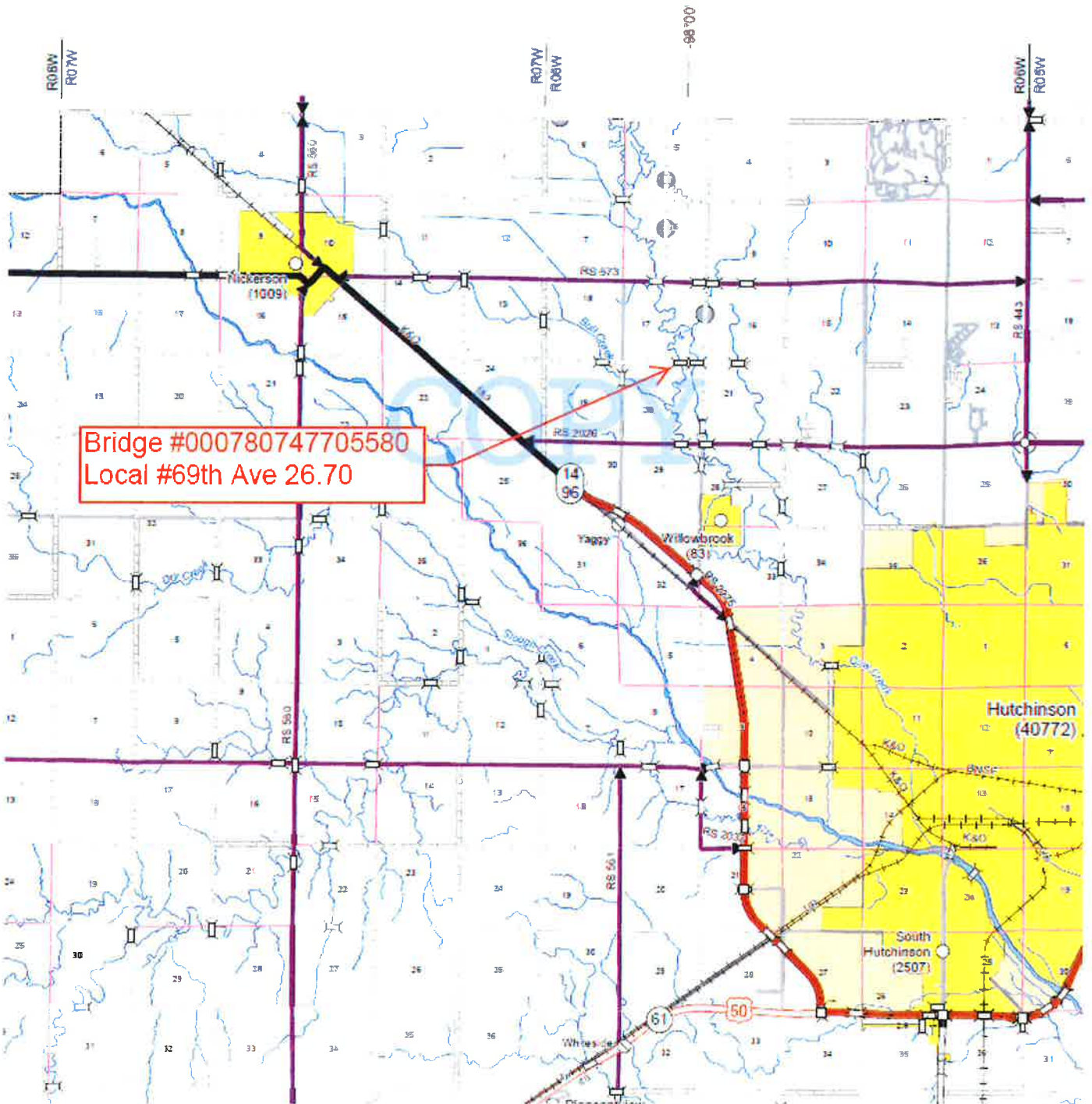
The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

COPY



Reno County FY2022 OS 69<sup>th</sup> Ave 26.70 Project Map  
NBI #000780747705580

SALEN RD  
JUSTUS RD  
HIGH POINT RD  
CENTENNIAL RD  
NICKERSON RD  
RIVERTON RD  
HERRIN RD  
DEAN RD  
SALLEE RD  
YALSON RD  
PENNINGTON RD  
WOOVKA DR  
GOLDEN ARROW DR  
MONROEST  
PAGANICA PASS  
PLUM ST



Bridge #000780747705580  
Local #69th Ave 26.70

Hutchinson (40772)

South Hutchinson (2507)



## AGENDA REQUEST

**AGENDA  
ITEM #08D**

**INFORMATION:** Agreement with JEO Consulting Group, Inc. of Carroll, Iowa to complete the survey and design plans for Wilson Road Bridge 25.90 (Willowbrook Entrance) for replacement over Cow Creek. Lump Sum Fee of \$ 103,240.00.  
(From and Issue)

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

**AGENDA DATE:** April 13th, 2021

**BACKGROUND** The primary objective of this project is to replace the Wilson Road Bridge 25.90 (Willowbrook Entrance) bridge over Cow Creek. This bridge is in a state of disrepair and serves as the only access to the city of Willowbrook, KS. JEO will design an offset alignment roadway and bridge so that traffic can remain on the existing road and bridge while the new one is constructed.

**ALTERNATIVE** n/a

**RECOMMENDATION** Approve and Sign

**FISCAL IMPACT** Funds for Engineering from 006 Special Bridge for a Lump Sum Fee of \$103,240.00

COPY





**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between Reno County ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Wilson Road Bridge 25.90 Replacement over Cow Creek ("Project").

JEO Project Number: 200652.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

---

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$103,240.00 (Lump Sum)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

The Governing Board of Reno County, Kansas  
206 W. 1<sup>st</sup> St.  
South Hutchinson, KS 67505

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

Title: Chairman, Board of Commissioners

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

By: Don Brittain

Title: Public Works Director

Date Signed: 04/06/2021

Attest:

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

Title: County Clerk (Seal)

Address for giving notices:

Reno County Public Works  
600 Scott Blvd  
South Hutchinson, KS 67505

Engineer:

JEO Consulting Group, Inc.  
727 N Waco Ave, Suite 260  
Wichita, KS 67203

By: Brad Shous

Title: Project Manager

Date Signed: April 5, 2021

Address for giving notices:

JEO Consulting Group, Inc.  
727 N Waco Ave, Suite 260  
Wichita, KS 67203

EXHIBIT A  
Scope of Services  
Project Name  
JEO Project No. 200652.00

**PROJECT UNDERSTANDING:**

The primary objective of this project is to replace the Wilson Road Bridge 25.90 over Cow Creek. This bridge is in a state of disrepair and serves as the only access to the city of Willowbrook, KS. JEO will design an offset alignment roadway and bridge so that traffic can remain on the existing road and bridge while the new one is constructed.

**PROJECT APPROACH:**

JEO will survey the site (including utilities), perform hydrology and hydraulic analysis in this mapped floodplain, and develop a concept report detailing recommendations for the site. The report will evaluate roadway width as well as bridge type, size and length options. Although there was extensive flooding in the area in 2019, Willowbrook still had access to the City. Therefore, it is anticipated that the goal of the project is not to increase the waterway capacity of the new bridge, but to meet (or slightly) exceed the existing capacity, with no rise to backwater elevations. The report will detail construction costs for the options presented. After JEO and Reno County Public Works decide on the project solution, JEO will design roadway and "type, size and layout" bridge plans for Field Check. After Reno County provides their comments on the Field Check plans, JEO will apply for the required permits on the project and work will proceed to Office Check where fully developed bridge plans will be created. Traffic Control will be bid as a lump sum bid item, with the contractor providing a simple traffic control plan meeting MUTCD guidelines. JEO will provide legal descriptions for any right-of-way or easement impacts in the project. Final Plans and necessary specification will be included in the bid documents JEO will prepare for project letting. JEO will provide "designer construction services", including RFI's, shop drawing reviews, attending the preconstruction meeting, and site visits. An engineer's estimate of probable construction cost will be provided at each milestone submittal, and also whenever a scope change to the project introduces a significant variance to the previous construction cost estimate. The only anticipated subconsultant to JEO on this project is Terracon for geotechnical investigation and design. At the completion of construction, JEO will provide an AASHTOWare model of the bridge (for load rating) as well as an inspection of the bridge, will apply for a new NBI number, and input the bridge data into KDOT's web portal.

**SCOPE OF SERVICES:**

**1 CONCEPT REPORT:**

**1.1 PROJECT MANAGEMENT**

- a. Project/contract management
- b. Project startup meeting
- c. Client coordination meetings
- d. Design site visit
- e. Utility coordination
- f. Permits

- 1.2 **SURVEY**
  - a. Control
  - b. Section/property corners
  - c. Road topo
  - d. Bridge opening
  - e. Channel topo and cross-sections
  - f. Tree locations
  - g. Exhibits/legal descriptions
  - h. Topo processing and QC
- 1.3 **HYDROLOGY AND HYDRAULICS**
  - a. Corrected effective model setup
  - b. Existing conditions model setup
  - c. QA/QC
  - d. Alternatives analysis
  - e. Scour evaluation and design
  - f. QA/QC
  - g. Report/Memo/Floodplain certification

**2 FIELD CHECK:**

- 2.1 **ROAD PLANS**
- 2.2 **BRIDGE TS&L PLANS**
- 2.3 **TRAFFIC CONTROL PLANS**
- 2.4 **SUBMITTAL**
  - a. Engineer's estimate of probable cost
  - b. QA/QC
  - c. Submit plans
  - d. Attend field check

**3 OFFICE CHECK:**

- 3.1 **ROAD MARK-UPS**
- 3.2 **BRIDGE PLANS**
- 3.3 **TRAFFIC CONTROL MARK-UPS**
- 3.4 **SUBMITTAL**
  - a. Engineer's estimate of probable cost
  - b. QA/QC
  - c. Submit plans
  - d. AASHTOWare model

**4 FINAL PLANS:**

- 4.1 **ROAD MARK-UPS**
- 4.2 **BRIDGE MARK-UPS**
- 4.3 **TRAFFIC CONTROL MARK-UPS**
- 4.4 **SUBMITTAL**
  - a. Engineer's estimate of probable cost

- b. QA/QC
- c. Prepare bid documents
- d. Submit plans

**5 CONSTRUCTION DESIGNER SERVICES:**

- 5.1 ANSWER BIDDING QUESTIONS
- 5.2 ATTEND BID LETTING
- 5.3 ATTEND PRECONSTRUCTION MEETING
- 5.4 SHOP DRAWING REVIEW
- 5.5 ANSWER CONSTRUCTION QUESTIONS
- 5.6 BRIDGE INSPECTION/NBI APPLICATION/WEB PORTAL
- 5.7 SITE VISITS

**6 FEE:**

- 6.1 The cost to provide the above mentioned services will be a lump sum, not to exceed fee of \$103,240.00.
- 6.2 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule. JEO will not perform any out-of-scope services without express written permission from the Owner.

<b>6.3 FEE PER PHASE OR TASK</b>		<b>FEE</b>	<b>% OF TOTAL</b>
a.	Fee below is provided by task, including percentages. JEO will not charge the Owner more than the total fee shown thru the phase currently worked on.		
i.	Concept Report	\$ 38,880.00	38%
ii.	Field Check	\$ 30,360.00	29%
iii.	Office Check	\$ 16,380.00	16%
iv.	Final Plans	\$ 5,710.00	5%
v.	Construction Designer Services	\$ 5,910.00	6%
vi.	Geotechnical	<u>\$ 6,000.00</u>	<u>6%</u>
	Total	\$ 103,240.00	100%

**7 PAYMENT:**

- 7.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

**8 ESTIMATED FRAME:**

- 8.1 The following is the estimated time frame for this project. All dates are estimated, subject to acceptance day with Reno County.
  - a. Obtain Owner supplied data – April 23, 2021
  - b. Concept Report – July 2, 2021
  - c. Field Check – October 22, 2021
  - d. Office Check – March 25, 2022
  - e. Final Plans – June 24, 2022
  - f. Advertising – July 22, 2022



**9 OWNER RESPONSIBILITY:**

9.1 The Owner must provide the following information to the Engineer/Consultant:

- a. Access to all project sites.
- b. Copy of relevant information in the bridge folder for the existing bridge, including plans and SI&A sheet.
- c. Preferred bridge and road widths (JEO can evaluate options).
- d. Negotiate for right-of-way and easements.
- e. Construction inspection.
- f. Permit fees associated with permit applications.

**10 EXCLUSIONS:**

10.1 SWPPP administration and inspections.

**11 GENERAL CONDITIONS**

11.1 JEO's general conditions are attached as Exhibit B.

COPY

JEO

JEO

## GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

## JEO ■ JEO GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

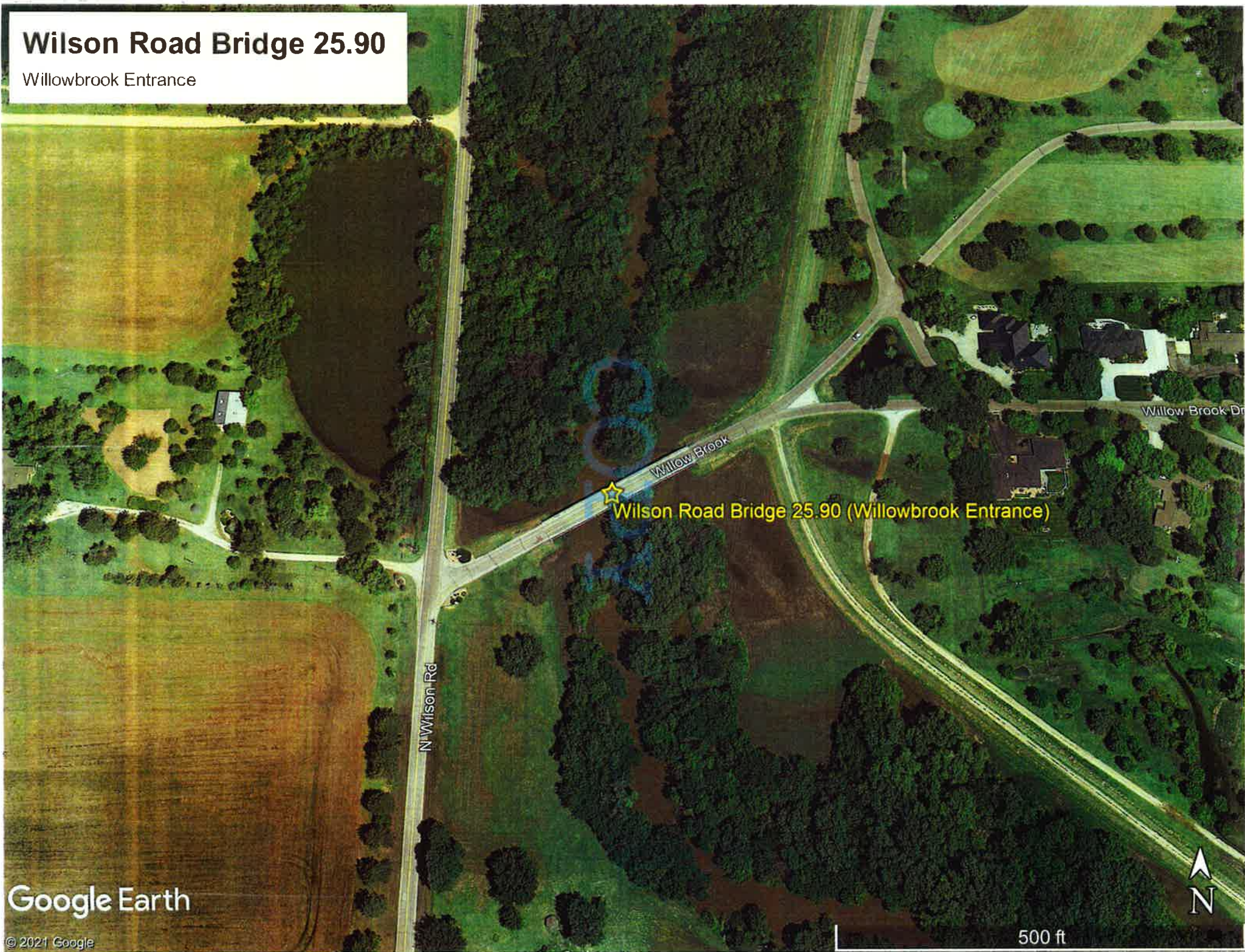
**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



# Wilson Road Bridge 25.90

Willowbrook Entrance



Wilson Road Bridge 25.90 (Willowbrook Entrance)

Google Earth

© 2021 Google

500 ft





**AGENDA  
ITEM #08E**



**Sheriff:** Darrian Campbell  
**Undersheriff:** Shawn McHaley

**RENO COUNTY**  
Sheriff's Office  
206 West First Ave.  
Hutchinson, Kansas 67501-5298  
(620) 694-2735 Office (620) 694-2702 fax  
TDD: Kansas Relay Center 1-800-766-3777

**March 2021 BOCC Update**

04/02/2021

**Staffing changes or issues:**

The Reno County Sheriff's Office is staffed at 101 personnel; 85 full time sworn Deputies, 12 civilian support staff and 4 part-time Offender registry personnel.

Patrol

Detectives

Correctional Facility:

- Deputies
- Nurse

**Budget YTD summary:**

The total agency budget is \$6,611,844.00.

Expenditures compared to where we should be.

**Projects/Issues/Challenges/Concerns:**

2022 Budget talks

Courthouse entrance/Construction

Firearms Range Agreement

Darrian L. Campbell  
Reno County Sheriff



**Sections:****23-101 Purpose and Intent****23-102 Applicability****23-103 Definitions****23-104 Circumstances Requiring Application of the CWECS****23-105 Content of a Development Plan and Plan of Operation****23-106 Documents, Plans, Studies, Reports, Other Permits****23-107 Additional Required Topics to be Included in Submittals****23-108 Special Regulations Applicable for a Conditional Use Permit for a CWECS****23-109 Agreements and Requirements****23-110 Requirements for a Zoning Permit****23-111 Construction Requirements****23-101 Purpose and Intent:**

The purpose of this Article is to ensure a regulatory means of facilitating wind energy development of a Commercial Wind Energy Conversion System within the unincorporated portion of Reno County having zoning jurisdiction by providing reasonable requirements for the submittal of proposals for the establishment of a CWECS to provide adequate information to the officials of Reno County charged with the responsibility to review said proposals.

To the extent there are conflicts between the requirements of Article 23 and other provisions of the Reno County Zoning Regulations, it is intended that the requirements of Article 23 shall control the interpretation of the Zoning Regulations.

**23-102 Applicability:**

All CWECS development within this Article, as described herein, shall comply with the standards and procedures of this Article and those required for a Conditional Use Permit as stated in Articles 8 and 15. It shall be understood the "timeline" restrictions in Articles 8 and 15 are not applicable to a CWECS project because of the overall time for the development and construction.

Placement of a small Wind Energy Conversion System shall be permitted as an accessory use as defined in Article 9-102(4) and Article 9-103(4) of the Zoning Regulations.

Article 20-104(2) of the Zoning Regulations shall not be used to modify, adjust, or change any requirement under Article 23.

**23-103 Definitions:**

1. Commercial Wind Energy Conversion System means an electrical generating facility that operates by converting the kinetic energy of wind into electrical energy and is comprised of one or more turbines and accessory facilities, including but not limited to, ancillary operational meteorological towers, overhead and underground communication and electrical transmission lines, transformers, substations, roads, administrative and operations buildings, turbines, supervisory control and data acquisition (SCADA) facilities, and other associated facilities. The energy may be used on-site or distributed into the electrical grid. A CWECS is further defined as producing 100kW of electricity or greater.
2. Participating landowner means an individual, a group of individuals, a trust, or other entity owning real property who or which has signed a lease agreement with the owner or operator of a commercial

wind energy conversion system project for the placement of turbines, other project components on the real property, or otherwise agrees to participate in the wind energy project.

3. Non-participating landowner means an individual, group of individuals, a trust, or other entity owning real property who or which has not signed a lease agreement with the owner or operator of a commercial wind energy conversion system project for the placement of turbines or other project components on the real property.
4. Qualified third-party company means an independent individual or entity that is not owned by, operated by, or a subsidiary of the current owner or subsequent owners of a CWECS or a property owner within the project boundary, who is qualified to perform the required analysis and is agreed upon by the applicant and county commission.
5. A turbine means the total structural components used to convert the wind's kinetic energy into electrical energy.
6. The total height of the turbine means measuring from the elevation of the ground surface at the base of the turbine up to the height of the turbine measured at the highest point of the blade system during its rotation.
7. Accessory building shall have the same meaning as defined in Article 1-104(4) of the Zoning Regulations.
8. Principal building shall mean a primary residential structure. A principal residential structure shall not include a guest house or buildings whose purpose is to store equipment, commodities, or animals.

**23-104 Circumstances Requiring Application of the CWECS Article:**

The following circumstances require application of this Article and sets standards and procedures within the designated Article:

1. An application for a Conditional Use Permit for a CWECS; or
2. An application for a conditional use permit for an expansion of a CWECS beyond the area previously approved by a conditional use permit.
3. Each application for a conditional use permit shall include a written agreement by the Applicant to reimburse the County for all unusual and extraordinary expenses incurred by the County to process the application and conduct the public hearing.

**23-105 Content of a Development Plan and Plan of Operation:**

The information listed below shall be submitted with the conditional use permit application. It shall be the duty of the Zoning Administrator to determine when a conditional use permit application is complete and ready to schedule for a public hearing. All information listed below shall be submitted prior to the Planning Commission making a recommendation. The Planning Commission or Board of County Commissioners may require additional information not listed below.

1. A project map drawn at a scale of not less than 1" = 2,000' showing the additional information as outlined in this Article 23-105 including the following:

- A. All development plan requirements under Article 8-103 of the Zoning Regulations.
  - B. Project boundary and the total acreage.
  - C. The center point of each turbine and MET tower with Latitude/Longitude Coordinates.
  - D. The location of the operation and maintenance facility of the project or any other facility to serve the project.
  - E. The location of any temporary assembly areas or other areas used for the construction of the CWECS.
  - F. All public roads, access roads, and temporary access roads serving the project.
  - G. The project shall indicate compliance with all requirements contained in Article 23.
  - H. A secondary project map drawn at a scaled of not greater than 1" = 600' that shows each individual turbine site, and which also includes all other relevant information required by this Article.
  - I. Land identified as a special flood hazard area.
  - J. Land identified by the Kansas Department of Wildlife, Parks, and Tourism or U.S. Fish and Wildlife Service as a wetland, native vegetation area, wildlife habitat, or critical species habitat worthy of special consideration or protection.
  - K. All required setbacks and requirements around land uses as described in Article 23.
2. A general project introduction and plan of operation that describes the total number of proposed turbines, alternate turbine sites, total height of the turbines from the ground to the tip of the blade, meteorological towers, operation and maintenance facility, temporary construction sites, number of participating property owners, total acreage of the project, miles of new access roads, anticipated construction schedule, and other relevant information as deemed appropriate by the applicant or as required by county staff, the Planning Commission, or Board of County Commissioners.

**23-106 Documents, Plans, Studies, Reports, Other Permits:**

The information listed below shall be submitted with the conditional use permit application and used to evaluate compliance with the Zoning Regulations. The Planning Commission or Board of County Commissioners may require additional information not listed in Article 23-106 or conduct separate studies for the purpose of evaluating the proposed conditional use permit. Payment for the information cost may be negotiated in the Development Agreement.

- 1. Documentation acceptable to the County that the Applicant has signed lease agreements currently in effect to use the land in the manner requested. The Applicant may redact sensitive financial or confidential information.
- 2. List of adjacent property owners within the then current minimum zoning regulation requirement of the subject property boundary proposed to receive a turbine(s), MET tower(s), the operation and maintenance facility, or a temporary use associated with the project. The list of adjacent property owners shall be from the subject property boundary, not from the lease area. The list of adjacent

property owners shall be sent electronically, be in an Excel Spreadsheet format and contain the property owner's name, mailing address of the owner, physical address of the property, and parcel identification number (PIN).

3. An expected economic impact report to the County which assumes the proposed project is approved and constructed as proposed on the conditional use permit application. The report shall be prepared by an independent third-party company or four-year college institution.
4. An acoustic study prepared by an independent third-party company. The study shall include maps and charts that indicate the anticipated sound level expected at each principal building and explain the methodology used to compute the anticipated sound levels.
5. A shadow flicker study prepared by an independent third-party company. The study shall include maps and charts that indicate the anticipated amount of shadow flicker expected at each principal building and explains the methodology used to compute the anticipated shadow flicker. The study shall show the anticipated number of hours per year a principal building will receive shadow flicker, the time of day, and time of year.
6. A written document from the Kansas Department of Wildlife, Parks, and Tourism (KDWPT) or its successor indicating the applicant has contacted the agency regarding the proposed CWECS. The document should state KDWPT has been contacted by the applicant regarding the proposal and has reviewed or is currently reviewing the proposal for any concerns regarding the operations of KDWPT.
7. All setback, noise or shadow flicker waivers are to be executed by all owners of an affected parcel. All such waivers shall be notarized and submitted with the conditional use permit application.
8. A report shall be conducted by a third-party company on existing environment concerns and filed with the conditional use permit application. The report should include, but not be limited to, information regarding:
  - A. Wildlife habitats, native prairie grass, and vegetation information relevant to the project site.
  - B. An avian study to include all types of Eagles, Whooping Cranes, and other sensitive species as affected by the project. The plan should include a discussion on bird migration and the potential for bird strikes.
  - C. Flora - vegetation species, threatened species (officially listed), critical habitat and habitat conditions for such species relevant to the project site.
  - D. Fauna - species, habitat assessment, threatened species (officially listed), migratory species, critical habitat, and habitat conditions for such species.
  - E. Geo-conservation - sites of geo-conservation significance listed on the state or national database.
  - F. Special flood hazard areas and wetland areas identified on the FSA Wetland Map.

**23-107 Additional Required Topics to be Included in Submittals:**

In addition to the requirements of Article 8, an application for a CWECS project shall address specific issues related with the project that include, but are not limited to, the following:

1. In addition to strict conformance to all performance standards and development plan requirements as detailed in the Reno County Zoning Regulations, the development plan shall address the following:
  - A. The "boundary" of the project shall be the properties included within the "leased lands" on which the CWECS is proposed to be constructed. The specific siting of individual components of the CWECS, including turbines, supporting structures, and all other aspects which entail a complete CWECS as recognized within the industry, may be included conceptually within the development plan and are permitted to be moved and adjusted as necessary during the design and construction process without modifications to the approved development plan, so long as new lands are not added to the original "boundary" of the CWECS and the relocation conforms to all requirements of Article 23. Any relocation of individual components contrary to the approved site plan shall be identified on a revised site plan and submitted to the Public Works Department – Planning and Zoning Division for review and approval.
  - B. All setback designations herein, when referenced as 'total height', shall mean "Total Tip Height", which is the total height of the turbine measured at the highest point of the blade system during its rotation, or with respect to any other structure including a meteorological tower, its total height. All horizontal setbacks shall be measured from the center point of the turbine to the edge point from which the setback is required.
2. Setbacks:
  - A. No turbine shall be located closer than ~~2,000~~ 3,000 feet or ~~four~~ six times the height of the turbine whichever is greater from a participating or non-participating principal building. A principal building landowner may waive the setback requirement. No waiver shall result in a setback of less than the height of the turbine plus 50 feet.
  - B. No turbine shall be located closer than the total height of the turbine plus 50 feet from an accessory building, property line, or road right-of-way line.
  - C. A private airstrip is defined as a location that is registered with the Kansas Department of Transportation and Federal Aviation Administration, appears on aeronautical charts, and has a landing surface(es) which is/are maintained and capable of providing a safe landing for aircraft. All such requirements must be in effect at the time a conditional use permit application is accepted by the county staff as being complete.
  - D. Setbacks from a public airport and/or private airstrip shall be two (2) nautical miles, calculated as 12,160 feet, from the approach ends of the runway and then by 1.5 nautical miles, calculated as 9,120 feet from the upwind and downwind sides of the runway.
  - E. A private airport/private airstrip owner may waive the setback requirement for a parcel identified in Article 23-107(2)(~~E~~)(D). All other requirements in Article 23 shall be enforced.
  - F. No turbine may be located within any recorded easement. The applicant shall consult with the owner of an easement to eliminate any blanket easements on tracts of land and to establish a defined legal description for the easement.
  - G. Properties owned or managed by the Kansas Department of Wildlife, Parks, and Tourism (KDWPT) or any wildlife refuge owned or managed by the United States of America tend to concentrate wildlife to an area due to the habitat enhancements conducted on a property. These



lands are important wildlife migration corridors and migration staging areas. To avoid disruption of these areas, no turbine shall be located within three (3) miles of a parcel owned or managed by the Kansas Department of Wildlife, Parks, and Tourism or the United States of America. Compliance with all other setback requirements is required. ~~KDWPT or the United States of America may issue a waiver of this requirement for any parcel within the three-mile requirement.~~

- H. ~~In order to provide for an incorporated city to extend its corporate boundary and increase its tax base, a~~No turbine shall be located within one mile of an incorporated city boundary at the time a conditional use permit application is accepted by county staff as being complete. ~~A city's extra-territorial zoning jurisdiction (ETJ) is not recognized as a city's official corporate boundary.~~
- I. If during construction a turbine site is determined to be adversely impacted after discovered environmental or other factors legally preventing its use, the applicant shall have the right to relocate a turbine on the parcel. The relocated turbine shall still comply with all applicable requirements of Article 23 and all conditions of approval associated with the conditional use permit.

3. Noise:

- A. An acoustic assessment analysis and map prepared by a third-party company shall be required with a conditional use permit application. The acoustic study shall analyze the expected audible noise level on a one (1) hour continuous sound level in decibels (Leq) basis at each primary occupied residential structure within the project boundary and explain the methodology used to achieve the results of the study.
- B. To assist in minimizing noise generated by the turbine, the applicant ~~should consider using~~ shall use turbine blades that are equipped with Low Noise Trailing Edge (LNTE) technology and blade serrations or other available noise reduction technology.
- C. The maximum received sound level shall not be more than 45 decibels(dBA) one (1) hour Leq at every participating and non-participating principal building and be measured at the nearest wall of the principal building. A principal building shall not include an accessory structure or guest house as defined by the Reno County Zoning Regulations. [45 decibels during the day and 40 decibels during the night] (FOR FURTHER DISCUSSION).
- D. A participating or non-participating landowner may waive the decibel levels exceeding the requirements of this section.

4. Shadow Flicker:

- A. Shadow flicker analysis and map prepared by a third-party company shall be required with a conditional use permit application. The shadow flicker study shall analyze the expected annual number of hours and the specific times the shadow flicker is expected to occur at each principal building within the project boundary and explain the methodology used to achieve the results of the study.
- B. To minimize the effects of shadow flicker, the applicant shall utilize the data from the shadow flicker report to assist landowners in reducing the number of hours of shadow flicker to the

minimum requirement of the zoning regulations. The applicant and landowner shall collaborate and decide the best means to reducing the amount of shadow flicker.

- C. The maximum number of shadow flicker hours per year a participating or non-participating principal building shall receive is 30. [20 or 20 minutes per day. (FOR FURTHER DISCUSSION).
  - D. A participating or non-participating landowner may waive the shadow flicker limit requirement.
5. Communication Lines:
- A. Communication lines and power collection lines are to be installed underground in the area covered by the CUP with use of directional boring, horizontal drilling, micro-tunneling, vibrating plowing, narrow trench ditching and other techniques in the construction of facilities. Such processes are intended to result in the least amount of disruption and damage as possible to the surface soil and natural features. Said lines are to be located under or at the edge of turbine access roads. When conditions on-site are found to make installation of underground supporting lines impractical or infeasible, for example the presence of existing underground lines or pipelines that conflict with such type of construction, above ground transmission lines may be used only in public rights-of-way, easements or other legal documents dedicated for such purposes.
  - B. The applicant shall contact the Reno County Emergency Management Director to coordinate meetings with other local emergency service personnel to develop a plan to address any potential interruptions in 911 calls being blocked due to the construction of turbines. The applicant shall submit a written report detailing the plan to mitigate any potential interruption in services.
  - C. Any installation of above ground or below ground communication lines or power collection lines within a Special Flood Hazard Area will require a floodplain development permit.
6. Rotor Blades:
- A. The lowest point of the rotor blades shall be at least 50 feet above ground level at the base of each turbine.
  - B. Rotor blades shall be painted a non-reflective neutral color such as white or grey. The rotor blades shall be painted the same color as the turbine and nacelle.
  - C. Rotor blades shall not display company names, markings, or advertising logos.
7. Lubricants and Hazardous Materials:
- All lubricants and/or hazardous materials to be located on the premises in connection with the CWECS facility shall be kept and transported in accordance with all state and Federal regulations.
8. Lighting:
- A. Lighting of the turbines shall utilize the current Aircraft Detection Lighting System (ADLS) or other similar or advanced technology.

- B. Any other lighting requirements on the turbines shall comply with, but not exceed, the minimum FAA requirements.
  - C. White strobe lights on the turbines or any other aspect of the project are prohibited.
  - D. Lights associated with the operation and maintenance facility, or other aspects of the project shall be directed so as not to shine directly on any adjacent property line or public road.
  - E. Security and safety lighting shall be designed to shield the glare onto a property or public road.
9. Turbines and Nacelles:
- A. Structures for turbines shall be self-supporting tubular towers painted a neutral color such as a white or grey. The structure shall be painted the same color as the rotor blades.
  - B. Lattice structures or other types of design are prohibited.
  - C. A turbine and nacelle shall not display any advertising except for identification of the manufacturer. Any signs, flags, streamers, or similar items are prohibited. Other warning signs, placards, or required signs by a government agency are excluded from this prohibition.
  - D. To aid in preventing unauthorized climbing of the turbine, all ladder rungs or other potential climbing assistance objects shall be removed up to 15 feet above the ground surface.
  - E. Telecommunication antennas or other type of antennas used for transmission of radio signals not associated with a CWECS are prohibited.
10. Operation Requirements:
- A. The CWECS, and its associated facilities, shall not be operated so as to cause microwave, television, radio, telecommunication, or navigation interference contrary to Federal Communications Commission (FCC) regulations or other laws to occupied structures existing as of the date of the CUP approval. In the event the CWECS and its associated facilities or its operations cause such interference, the applicant shall take timely measures necessary to correct the problem.
  - B. Documentation shall be submitted by the applicant indicating compliance with minimum FCC Regulations.
11. Ice Throw:
- An ice throw analysis and map prepared by a third-party company shall be required with a conditional use permit application. The ice throw study shall analyze the conditions which may cause ice to be thrown off an in-motion turbine blade and toward an occupied structure within the project boundary. The study should explain the methodology used in evaluating the risk of damage to occupied principal buildings. Also included in the study should be the manufacturer's setback distances related to in-motion ice throws and the type of ice monitoring sensors and devices installed in each turbine and the potential maximum distance ice could be thrown from an in-motion turbine blade.

12. Soil Erosion, Sediment Control, Stormwater Runoff, and Wetlands:

The Applicant shall develop a Soil Erosion, Sediment Control and Stormwater Runoff Plan. The Plan shall address what type of erosion control measures will be implemented during each phase of the project. The Plan shall address the following concerns:

- A. Grading.
- B. Construction and drainage of access roads and turbine pads.
- C. Necessary soil information.
- D. Design features to maintain downstream water quality.
- E. Re-vegetation of disturbed area to ensure slope stability.
- F. Restoration of the site after temporary project activities have ended.
- G. Creation of a new wetland area that is equal to or greater than any wetland area that is filled in or destroyed.
- H. Disposal or storage of excavated materials.
- I. Protecting exposed soil.
- J. Stabilizing restored material and removal of silt fences or barriers when the area is stabilized.
- K. Maintenance of erosion control measures throughout the life of the project.

If required, the Applicant shall obtain an erosion control permit for the project from the Kansas Department of Health and Environment (KDHE). The approved erosion control permit shall be submitted prior to the issuance of a zoning permit. The measures listed above shall be the minimum required under the issued KDHE permit.

13. Special Flood Hazard Areas:

- A. If required, the Applicant shall obtain a floodplain development permit from the Kansas Department of Agriculture – Division of Water Resources, for any development identified as being located in a special flood hazard area. Such development could include, but not be limited to, the placement of a turbine, construction of a road, location of electrical lines under a stream, or location of a building.
- B. Prior to starting construction activities, the applicant shall obtain a local floodplain development permit for all construction in the special flood hazard area prior to the issuance of a zoning permit or for any portion of the project not requiring a zoning permit.
- C. To the extent feasible, the design of the CWECS project should have a minimal impact of land identified as within a special flood hazard area. It is expected of the applicant to locate all turbines and buildings out of the special flood hazard area so the project will have a minimum impact on the special flood hazard area.

**23-108 Special Regulations Applicable for a Conditional Use Permit for a CWECS:**

The timeline restrictions in Article 8 and Article 15 are not applicable to a CWECS project because of the overall length of time necessary for the development and construction of the project. With respect to a CWECS project approved after the adoption of this section:

1. For all Conditional Use Permits approved for a CWECS project, a zoning permit shall be applied for within two (2) years of the approved CUP. Approval of the CUP is effective (the “EFFECTIVE DATE”) when the County Commissioners’ Resolution approving the same is published in the official county newspaper. If construction of the project cannot be commenced within that two (2) year period, the applicant may obtain a single one-year extension upon the submission of a written report to the Board of County Commissioners describing the reason(s) for the delay and the plan for commencing construction within the one-year extension period. The one-year extension must be approved prior to the expiration of the original two-year period.
2. For all Conditional Use Permits approved for a CWECS project, such permit shall be permitted to continue, as-long-as all conditions placed on the permit are met. However, if the CWECS project construction has not commenced within two (2) years following approval of the CUP or any extension thereof as aforesaid, the CUP shall have expired, and the development plan is forfeited. In such event, the Applicant will not be permitted to pursue the Development Plan until a new application is submitted, a new public hearing held, and a new CUP is approved.

**23-109 Agreements and Requirements:**

Prior to the issuance of the zoning permits, the Applicant of the CWECS and the Board of County Commissioners shall enter into a Development Agreement with respect to the subject matters outlined below under such terms and conditions acceptable to the Board of County Commissioners. A Development Agreement shall be executed by the Applicant and the Board of County Commissioners within 120 days following the EFFECTIVE DATE or the CUP approval will have terminated at the discretion of the Board of County Commissioners. This list of agreements and specific requirements can be supplemented or removed by mutual agreement of both parties.

The following subject matters may be addressed, in the discretion of the County Commissioners, in a Development Agreement or series of Development Agreements and shall not be considered exclusive of all such matters:

1. A Road Maintenance, Repair, and Replacement Agreement.

The Road Maintenance Agreement may include, but shall not be limited to, such topics as:

- A. Designation of the public roads used for transportation routes for construction and maintenance of the CWECS shall be included within the mandatory Road Maintenance Agreement specified in these Regulations.
- B. The applicant shall receive an Oversized/Overweight permit from the Reno County Public Works Department for transporting CWECS components that are over the legal weight, width, or length limit. A proposed route shall be submitted on the Oversized/Overweight Permit for transportation routes by the applicant. The transportation route shall be approved by the Public Works Department by signature on the permit form.



- C. Applicant shall construct the smallest number of turbine access roads as reasonably feasible. Access roads shall be low profile roads so farming equipment can cross them. Where an access road crosses a stream or drainageway, it shall be designed and constructed so runoff from the upper portions of the watershed can readily flow to the lower portion of the watershed. Where an access road crosses a stream or drainage way identified as a Special Flood Hazard Area, the applicant shall obtain a floodplain development permit from the state and county.
2. A Decommissioning Agreement with the Board of County Commissioners pertaining to CWECS improvements.

The Decommission Agreement may include, but shall not be limited to, such topics as:

- A. Removal of the turbine and nacelle.
- B. Removal of a portion of the concrete base down to a minimum of four feet below ground surface.
- C. Replacing the two bottom feet with subsoil composed of sand, silt, and clay materials and the top two feet with topsoil suitable for agriculture purposes.
- D. Removal of access roads.
- E. Re-seeding of disturbed areas.
- F. Timeline for removal.
- G. Removal of electrical equipment.
- H. Recognition of a landowner's right to request access roads be left intact.
- I. Recognition of a landowner's right to be satisfied with the decommission efforts of the applicant or a hired contractor.
- J. ~~A discussion of~~ Additional circumstances which may require the decommissioning of a turbine(s).

3. An Indemnification Agreement:

An Indemnification Agreement with the County throughout the life of the project and a policy of general liability insurance with policy limits satisfactory to the Board of County Commissioners which identifies the County as an additional insured.

4. A Dispute and Mitigation Agreement:

A Dispute and Mitigation Agreement procedure and resolution process by which the Developer shall address complaints by landowners or other affected parties regarding the project from construction to operation and throughout the life of the project.

5. A Bird Strike and Reporting Agreement:

A Bird Strike and Reporting Agreement may be established and include an annual report submitted to the County Commissioners indicating all reported bird strikes related to the project.

6. Professional Certification Agreement:

A written certification by a licensed and qualified professional engineer, approved by the County, that each turbine location complies with all setback requirements.

7. A Payment In lieu of Tax Agreement (PILOT):

An agreement which adequately compensates the County for governmental services provided in the project boundary during a ten-year period of tax exemption.

8. Fire Safety, ~~and~~ Rescue, and Hazardous Material Plan:

The Plan shall be reviewed by the Emergency Management Director. Within the Plan, the applicant shall identify the potential fire risk associated with the project, including both prescribed burning and non-prescribed burning (natural or accidental). The Plan shall address fire within the project boundary, fire escaping from the site, and the effects of a fire originating from outside the site. The plan shall demonstrate how the CWECS ~~and~~ equipment, environment, and private properties are protected from fire and hazardous materials.

9. Surety Agreement:

The applicant shall provide appropriate surety for the life of the project satisfactory to the Board of County Commissioners.

10. **Transfer of Ownership:**

If ownership of the CWECS is transferred from the CWECS Applicant identified in the original permitting documents to any entity, the new owner shall be responsible and accountable for the terms and conditions of the approved Conditional Use Permit, the Development Agreement, other applicable agreements, the zoning permit requirements, and all applicable requirements of the Zoning and Subdivision Regulations. Notice of such transfer and acknowledgement by the new owner of compliance obligations shall be provided to the Zoning Administrator and the Board of County Commissioners.

**23-110 Requirements for Zoning Permit:**

If applicable, the following requirements shall be met to obtain a zoning permit from the County:

1. No zoning permit application shall be accepted by the County until all required agreements listed under Article 23-109 between the Applicant and the County have been properly executed by the Applicant and the County.
2. A zoning permit shall be required for the construction of each turbine and building within the approved CWECS accompanied by the payment of all fees as established by the County. Construction shall be permitted to begin as outlined in the Development Agreement.

3. A Stormwater Pollution Prevention Plan (SWPP) and NPDES permit from the Kansas Department of Health and Environment shall be finalized and submitted prior to the issuance of a zoning permit and the start of construction.
4. Filing and maintaining a current FAA Determination of No-Hazard to Air Navigation document verifying each turbine, when constructed according to the approved development plan, will not constitute a hazard to aircraft.
5. Oversized/overweight permit from the Public Works Department.
6. Wastewater and well permits from the Health Department.
7. U.S. Army Corps of Engineers Section 404 permit.
8. Kansas Department of Agriculture – Division of Water Resources stream obstruction and floodplain fill permit.
9. The application for a zoning permit shall include, but not be limited to, a site plan showing the following information:
  - A. The location of the structure or turbine and any other onsite facilities such as a control room or transformer on a survey prepared by a registered land surveyor showing the distance from the property lines. The floodplain boundary (where applicable) should also be located on the survey. The survey showing the turbine location submitted with the CUP application may be used provided the location of the turbine has not been re-located from the approved development plan.
  - B. The turbine number and megawatt capacity.
  - C. The location of above ground and below ground transmission lines.
  - D. The location of the interior access road.
  - E. An outline of any proposed site preparation activities involving removal of vegetation, excavation of soil, locations of soil stockpile, and restoration plans for the site after construction concludes.
  - F. The approved state and local floodplain development permits (where applicable).

**23-111 Construction Requirements:**

1. The CWECS Applicant shall inform all employees, contractors and others involved in the construction of the CWECS project of the terms and conditions of the approved Conditional Use Permit. Violations of the conditions associated with the Conditional Use Permit are the responsibility of the CWECS Applicant, not the landowner.
2. The County retains the authority to enter into a contract with a structural engineering firm licensed by the State of Kansas Board of Technical Professions to offer engineering services to the County as defined by the Development Agreement. Documentation regarding each approved permit or inspection shall be filed with the Zoning Administrator. Payment for the costs incurred by the County from the engineering firm shall be negotiated through the Development Agreement.

3. Confirmation from an engineering company the turbines comply with the development plan, the zoning regulations, and the conditions associated with the approved Conditional Use Permit.
4. Prior to the start of, and continuously throughout construction and site restoration, the CWECS Applicant shall designate a field representative responsible for overseeing compliance with the conditions of the CUP. The field representative shall be accessible by telephone and email as needed by the Zoning Administrator or his designee. The field representative shall provide an address, phone number, and emergency phone number to the Zoning Administrator. The CWECS Applicant shall notify the Zoning Administrator should a change be made in the field representative.
5. Any off-site construction needs outside of the permitted CWECS Conditional Use Permit shall comply with all applicable Zoning and Subdivision Regulations.
6. The CWECS Applicant, or its construction company, shall disturb or clear a site only to the extent necessary to assure suitable access for construction, safe operation, and maintenance of the CWECS. The contractor shall minimize the removal of trees and shall not remove groves of trees or hedgerows (shelter belts) without approval of the affected landowner. During site clearance and construction, silt fences and other temporary erosion controls, as required by the KDHE erosion control permit, shall be installed and left in place until new vegetation covers the ground around the turbines.
7. Cleanup:  
  
The CWECS Applicant, or its construction company, shall remove all waste, scrap, and temporary erosion control measures that are the product of construction, operation, restoration, and maintenance from the site and properly dispose of it upon completion of each turbine.
8. Operation & Maintenance:  
  
The CWECS Applicant shall file the following information with the Zoning Administrator:
  - A. Operation and maintenance requirements (including the frequency of maintenance activities) for the turbines and transmission lines.
  - B. The required width of transmission line easements and any necessary restrictions on land use development, buildings, and access within the easement.
  - C. Any restrictions on participating property owner land uses, height of buildings, or location of building.



## **AGENDA ITEM #09A**

120 W. Avenue B, Hutchinson, KS 67501

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

### **Monthly Report for March 2021**

**Submitted by**

**Barbara Lilyhorn**

**Director- Department of Aging and Public Transportation**

#### **Staff**

A driver resigned as of March 17 – new position announcement went out on March 18 – so far, we 3 applicants.

#### **Budget**

The Department of Aging and the Department of Public Transportation have spent 16% and 17% respectively of the Department budgets – a composite total of 17% of the entire 002 budget as of 3 - 23-21. Rcat continues to have eligible grant expenditures reimbursed at 100%.

#### **Challenges**

The pandemic continues to overshadow all aspects of the work in each department.

#### **Bright Spots**

All FTA funded public transits have been encouraged to assist in providing transportation to vaccination sites. Rcat was invited by the Health Department to work with them as they scheduled people for vaccinations – as a result – Rcat was listed on the “website signup sheet” for vaccinations. People call Rcat directly and schedule a ride after getting their vaccination appointment set. Rcat has incorporated these rides into our Paratransit schedule so the person receives “door -to door” service to and from their appointment. To date we have provided transportation for 53 people. On the afternoon of March 11, we also provided 43 rides to a POD for the Tyson company – we took employees from the South Main Hutchinson site to the main building in South Hutchinson and back again. We dedicated a para transit bus and driver for about 3 hours for that work.

Overall, I think providing these rides has been a win-win situation because while some of the people who needed rides were current Rcat rider – others were not. The opportunity to provide





120 W. Avenue B, Hutchinson, KS 67501

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

**transportation showcased our service and may encourage people to utilize Rcat again. We will continue to assist as needed.**

I was invited to fill a vacancy on the Kansas Public Transit Association board of directors. This will involve 5 meetings each year either on ZOOM or in Topeka – all costs are paid for (food, travel, and lodging - if necessary). I am looking forward to serving. The board works closely with KDOT to provide input regarding the implementation of the U.S.C. 49-5310 & 5311 grants and to provide continuing education for transit providers across the state.

We received our FY 2022 grant award letter from KDOT with the following funds approved:

- Federal 5311 Operating = \$605,515.00
- Federal 5311 Administrative = \$131,823.20
- State 5311 Operating - \$242,206.00
- We were also awarded 3 Cutaway buses.

This award operates on the State Fiscal Year and so, begins on July 1, 2021.

KDOT announced that CARES Act funding will be provided at 100% for Operating Funds until depleted – estimated to be late this calendar year. As of July 1, 2021 Admin costs will return to 80%/20% cost share and Capital awards will also be 80%/20% cost share as usual.

Every year the Department of Aging writes a request for funding to the South-Central Kansas Area Agency on Aging for the work we perform under the Older Americans Act Title IIIB and IIIE. These are federal funds that funnel into the Kansas Department of Aging and pass to SCKAAA and then to local agencies. Those funds are “operated” on the federal fiscal year Oct 1 – Sept. 30. Because I budget the award based on the county FY - I wait to submit the report requesting funds for the work we have performed during the months of Oct., Nov, and Dec until after the first of the year. Our total award is usually about \$12K and we always max out our award. However, we continue to do “the work” of the title program and I keep reporting it monthly. This year we maxed out and well over produced our IIIB award “work” in October (\$4,706) but, (if I understood correctly) due to the CARES funding, there was carryover from the FY ending Sept. 30 and we were awarded the full amount for the work we did from Oct – February (\$16,374).



**RENO COUNTY**  
125 West First Ave.  
Hutchinson, Kansas 67501  
Phone: (620) 694-2920  
Fax: (620) 694-2987

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March 31st,2021

APPRAISERS OFFICE  
COMMISSIONERS MONTHLY REPORT

- As of the end of March the Appraisers Office will have spent approximately 21% of its year-to-date budget with the majority if it being payroll. The only outstanding expense was for the mailing of Real Estate Change of Value Notices, this is an annual onetime expense. The remaining expenses were primarily regular monthly expenses.

- ONGOING PROJECTS:

- \*Personal Property Department

- The Personal Property Department is in the process of setting values for personal property that has been turned in as of March 15<sup>th</sup> to the office per State Statute for the tax year of 2021.
  - The Personal Property Department is adding any taxable personal property that has been newly purchased or has recently been brought into the County to the tax roll for the tax year 2021.
  - The Personal Property Department is currently holding Informal Meeting with Taxpayers for the 2021 values.
  - April 1<sup>st</sup> is the last day for taxpayers to submit their Oil and Gas Renditions to the Appraisers Office to avoid penalties. The staff is currently valuing the renditions that have been submitted.

- \*Residential Real Estate Department

- The Residential Field Staff is currently holding Informal Meeting. In 2020 we held 577, at this time we have a total of 301 meetings scheduled. The last day for taxpayers to apply for an Informal Meeting is March 31<sup>st</sup>.
  - Residential Staff is working on the Sales Files and Building Permits, these are an ongoing part of the valuation cycle.
  - The Residential Staff has started the 17% Re-inspection process of doing on-site inspections of 6,000 parcels on the County for the tax year of 2022.
  - Currently we are two staff members short in the Residential Department.

\*Commercial Property Department

- The Commercial Staff is holding Informal Meeting for the 2021 tax year. For the 2020 tax year the Commercial Staff held 70 Informal Meetings, currently there are 35 scheduled (the last day to schedule for a meeting is March 31<sup>st</sup>).
- The Staff continues to work on the Sales Files and building Permits as they come into the office.
- Staff has commenced working on the 17% Re-inspection cycle for the 2022 tax year.



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

### **Budget YTD Summary**

As of March 29, 2021, we have used 23% of our overall budget. This amounts to \$34,881 out of the overall budget of \$154,752.

### **Projects/ Issues**

No major projects are planned other than routine. One thing of note is the rise in fuel prices. In January our average fuel cost per gallon was \$1.896 while so far in March our average is \$2.409. The Dept. of Energy fuel forecast for 2021 is an average price of \$2.426 (\$2.61 - .184 federal tax) so hopefully we will see a leveling out of fuel costs. We are hoping to receive the two new hybrid Interceptor SUVs for the Sheriff's Dept. in May.



**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 March

We are getting some filings in for the City/School Elections in August and November. We still have some cleanup in our election room and cleanup with the voter registration roll that we are still working on.

In the Clerk's Office, it has been a normal month. In the next 4 or 5 months, we will be looking at a new postage machine and folder/inserter. The lease on our current system will be up in February 2022.

The Annex Conference Room will be getting the sound system installed on March 31<sup>st</sup> through April 2<sup>nd</sup>.

By the end of March, 23% of the year-to-date budget in the Clerk's Office was used and 42% in the Election's Office with most of the Clerk's Office used for payroll. The election budget expenses went up because we paid our user fees for our voter system which was \$15,000 and our insurance for our Election Equipment which was \$1,462.65.

March was a usual month with organizing and clean up being the main focus.

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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Commission Update

March 2021

## Staffing

Michael Barbeau was hired for the stand-by male transporter position and started on March 5. There were no other staff changes in March.

## Projects / Concerns

The Kansas Department of Corrections partnered with Microsoft to update the documentation systems used by Community Corrections for adult and juvenile clients, State Parole, and by prison facilities. This new computer program is intended to be more seamless in tracking a person through the post-conviction justice system. All full-time staff are completing training to use the new computer program in March. The anticipated go-live date for the program is April 5.

The success rate for the adult supervision program is at 76.6% with 108 successful completions and 33 people being revoked to prison. Eighty five percent of the revocations had a new crime as a contributing factor in the revocation. Just over half of those revoked, 52%, either requested to serve their underlying sentence or requested to do so as part of a plea agreement on a new case.

## Budget

The personnel budget continues to remain on target with the year-end approaching. Most other budget lines are slightly under budget.

## Communications Monthly Report- March 2021

### Major Projects:

- Communications for Health Department:
  - Assisted with POD tours for Telemundo, Univision, Kansas Health Foundation, KWCH
  - Media/ad buying schedule and graphics for March- Billboards, newspapers (Hutch News and rural Messenger), radio (Eagle and Ad Astra), and digital banners. Creatives for each to run through April, switched out as phases changed from 3-4 and 5
  - Press Releases: 2 Health Alerts (Hepatitis A and Overdoses), Phase Changes x 3, Mask Mandate, New clinic site, call in appointments, accreditation
  - Created flyers for schools/parent's vaccines, and flyer for community listening tour
  - Directional signage for Vaccine Clinics
  - Commissioners presenting Certificate of Appreciation to Medicine Shoppe- 3.21.21- photo, social, press invite
- General website updates and social media postings for all County departments (road closings, job postings, youth services stats, name changes, videos for transportation)
- Graphics: Created Vector logo for Emergency Management signage, banner for front door Courthouse
- Videos:
  - Interviewed Tom Stanton for Drug Court Video- scheduling other shoots and hope to wrap up in April
  - Vaccination clinic video tour
  - Videotaped Emergency Management at 3.29.21 wildfires for future departmental video
  - Livestreamed wildfire press conference 3.29.21 on EMA Facebook
- Social Media:
  - Followers/posts:
    - Facebook Reno Co.: 2,560 (+188), 29 posts
    - Facebook EMA: 10,963 (+695), 15 posts
    - Twitter: 761 (+15), 23 tweets
    - Top Post Reno Co. Facebook page: Pre-registration link/info for Feb. 5<sup>th</sup> clinic
      - 19,531K reach, 1,682 post clicks, 199link clicks, 144 shares
    - Top Post Emergency Management Facebook page: Livestream of Fire Update with Sheriff Campbell- 3.29.21
      - 22,530 reach, 5,041 post clicks, 83 link clicks, 101 shares
    - Top post Reno County Twitter: Medicine Shoppe Recognition- 1,212 impressions, 119 engagements
- Website: Met with CivicPlus to begin website revisions. Scheduled to start week of May 31<sup>st</sup>
- Other Press Releases: Deputy District Attorney, Reno County Fires
- Committee meetings: Market Hutch and 150<sup>th</sup> Anniversary Hutch/Reno County

**Issues:** No issues to report

**DISTRICT ATTORNEY**  
Thomas R. Stanton

**DEPUTY DISTRICT ATTORNEY**  
Andrew R. Davidson

**SENIOR ASSISTANT  
DISTRICT ATTORNEY**  
Kimberly A. Rodebaugh

**ASSISTANT DISTRICT ATTORNEYS**  
Natasha Esau  
Valerie D. Hansen  
Jennifer L. Harper  
Sierra M. Logan



## **APRIL 2021 BOCC UPDATE**

TELEPHONE: (620) 694-2715  
FAX: (620) 694-2711

**Victim-Witness Service**  
(620) 694-2773

Investigator Daniel Nowlan  
(620) 694-2765

The 27th Judicial District of Kansas  
206 West First Avenue, 5th Floor  
Hutchinson, KS 67501-5245

April 1, 2021

### **Staffing changes or issues:**

As of January 2021, the Reno County District Attorney's Office employees twenty; 7 attorneys/prosecutors; 1 investigator/coroner assistant; 1 part-time assistant coroner; 1 victim/witness coordinator; 1 diversion coordinator; nine office legal staff.

Brian Koch has replaced Valerie Hanson as Assistant District Attorney following Valerie's resignation that was effective March 19, 2021. Deana Mock has replaced Denise Wiard as Office Manager following Denise's retirement on March 19, 2021 as well. We have had a shift in the office due to staffing changes and have hired April Searfoss as a legal secretary. April began her employment with us on Monday, March 29, 2021.

Our staff that was previously stationed on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the Courthouse due to COVID concerns have now moved back to our offices on the 4<sup>th</sup> and 5<sup>th</sup> floors. Many of our staff have received or will be receiving the COVID vaccine.

Jury Trials continue to be held one trial per week due to COVID-19 and space issues within the courtrooms. The court continues to work towards mediation of cases to lower the current jury trial case load.

### **Budget summary:**

FY2021 expenditures to date are at 24% of budget.

### **Projects-Issues-Challenges-Concerns**

As stated above, our biggest issue is lowering the amount of jury trials, with only one jury trial per week allowed, due to space allocations.

A handwritten signature in blue ink, appearing to read 'Thomas R. Stanton', is written over a horizontal line.

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

There are no staffing changes to report. In my department, I have a full time Emergency Management Specialist and due to COVID we have hired a temporary full time administrative assistant. We continue to work hard to maintain daily operations.

**Budget YTD summary**

At the end of March, I have used 16% of my year-to-date budget with most of that coming from payroll. There are no large purchases planned in the next month.

**Projects/Issues/Challenges/Concerns**

For the month of March, my department continues to work on the COVID-19 response. We have also responded to some large wildfires, started working on the Local Emergency Operations Plan, and entering Tier II facilities into CAMEO. I hope that our fire consultant wraps up the fire study in the month of April.

RE: Monthly report ending March 2021

Dear Randy Partington, County Administrator:

**Staffing changes or issues**

We continue to have one vacancy for a Health Educator; it was filled last week. We also have an opening in Environmental Health; we will start to conduct interviews as resumes are received.

**Budget YTD summary**

In discussing our budget with Bethany, our biggest expenses have been for battling Covid-19. Upcoming expenditure include our replacement generator.

**Projects/Issues/Challenges/Concerns**

On-line scheduling for vaccine administration. The scheduling system created by our IT department has been working well. We have recently been working between our IT department and KIPHS (our current Practice Management System) on the interfacing of data to continue to reduce staff time on manually entering data. We are pleased to announce that this interface (of patient demographic information) is complete and working well. We will continue to monitor this interface/mapping and move forward with our next data interface/mapping project.

Vaccine Administration. In looking at our Covid-19 Dashboard, 24.06% of the Reno County residents have received at least 1 dose of the vaccine. We continue to work on scheduling vaccine clinics to at-risk populations and to outlying Reno County communities.

Hepatitis A Outbreak. We have had 6 new cases since January. Karen Hammersmith and Elliot Koester, our Epidemiologist, continue to work with the Epidemiologists at KDHE on our response and action plan.

Drug Overdose. As reported on Wednesday, March 24, we had 3 overdose incidents within 24 hours. We are working with our Drug Overdose Collaborative and Laurie Moody on community education.

**Upcoming Projects**

As our Covid-19 vaccine administration becomes a daily activity, staff are able to look at returning to normal job duty responsibilities.

Sincerely,  
Karla Nichols  
Director of Public Health







**RENO COUNTY**  
206 West First Ave.  
Hutchinson, Kansas 67501-5245  
PHONE: (620) 694-2982  
FAX: (620) 694-2508

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**Board of Commissioners - Department Update**  
**Human Resources - March 2021**  
**Helen Foster – Human Resources Interim Director**

**Staffing**

Human Resources is currently down 1 staff member. The HR Director position is open and due to close to applicants on March 31<sup>st</sup>. This position is a very vital part of our department. It would be our hope to have someone in place soon to alleviate some of the workload on the other staff members.

**Fraudulent Unemployment Claims**

March has been a good month. The last fraudulent claim was filed on February 22<sup>nd</sup> for our agency. Due to stricter verification processes, Department of Labor has been able to stop most of the fraudulent claims. We have not received any appeals or rulings in the past several weeks.

**Personnel Budgets**

At this time, I have not been able to process these, but will start working on them in the next couple of weeks. I will plan to get these to the departments as soon as they are completed for review. With the compensation study, my intent will be to send each department their budget while keeping the salaries flat until the comp study is completed.

**Compensation Study**

In the next couple of weeks, The Arnold Group will be beginning the process of Job Description reviews. On April 1<sup>st</sup> and thereafter, emails will be going out to each department head with instruction on the review process for the job descriptions. Phil Hays will be requesting that information be sent directly to him once it is completed. It will be important that department heads keep to the deadline, since this will be a tight timeline to make the cutoff for the 2022 budget.

**Department Activity**

In the month of March, we have had 10 new hires and 11 separations. This is an increase of activity for onboarding and offboarding of employees. We currently have 19 job postings with 2 of them closing soon.



RENO COUNTY  
206 West First Ave.  
Hutchinson, Kansas 67501-5245  
620-694-2523  
Fax: 620-694-2954

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March 26, 2021

Monthly Report Information Services

Michael Mathews

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

We continue to have the Web app developer/DBA position open. It is being advertised. We are currently receiving very low interest in the position. We have recently interviewed 2 candidates.

**Budget YTD summary**

At the end of March, I have used 32% of our adopted budget, this is a normal amount of expenditure due to the number of annual software support contracts that come due very early in the year.

**Projects/Issues/Challenges/Concerns**

Our biggest project this month continues to be working with the Health department on an online Covid-19 Vaccine signup. We have as of today received the update from KIPHS to begin uploading the appointments collected from the site into KIPHS. This should be a time saver for the Health department. We have started testing the use of thin clients to use the Citrix virtual desktop application. We will begin deploying the new phone system April 1<sup>st</sup> that will continue for around 2 weeks.

**Issues that we dealt with the past month include.** We had very few issues this month outside of being down one staff member.

March was a good month we were able to complete several projects, Inventory and Covid Signup are a couple.



## **Maintenance & Purchasing Monthly Report 4-1-2021**

### **Harlen Depew, Director**

**Staffing:** The Maintenance Dept. has hired one Maintenance Tech and is still taking applications for the remaining open daytime position. Applications have been very slow coming in. We filled our part time custodial position and one of our Full time slots with two part time employees. Custodian, Randy Newton retired at the end of the month, leaving to open custodial positions.

#### **Budget YTD summary**

The Maintenance & Purchasing operating budget is on track for this time of the year.

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

The Law Enforcement Center remodel is wrapping up. We're still working with Sarah Sipe at Landmark Architects to resolve a few remaining issues, but overall the project has gone well.

The work at the courthouse continues to progress nicely. The first round of restored windows are anticipated to be reinstalled on the first floor starting the week of April 12. Interior plaster repairs and painting will be ramping up over the next week.

Commissioner Hirst, Randy Partington, and Harlen Depew met with GLMV Architects recently to review conceptual design options for more effective use of the space on the first floor of the courthouse. They are currently incorporating our comments into their drawings and preparing cost estimates for various options for the County Commission to consider.

Groundskeeping tasks are picking up as we head into spring, which keeps one of our people tied up the majority of the week during the peak of the growing season. We take care of the grounds at the Courthouse, LEC, Courthouse Annex, Rcat, Extension Office, Maintenance Site, and as needed, at the Reno County Correctional Facility.

As the new jail is heading into its seventh year in operation, we're starting to see more things needing repair simply due to normal wear and tear. We will be doing some interior painting at that location as time allows, just to keep the facility looking good.

One of the larger projects we're taking on this year with Maintenance employees will be a facelift in the Emergency Operation Center in the LEC. This will include removing the built in console in the center of the room, adding new workstation around the perimeter, new carpet and paint, etc. This project will be done in several phases, with phase one beginning in April.



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

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March 2021 Monthly Report

### **Staff**

Public Works is short four (4) equipment operators.

### **YTD Budget Spent**

Road & Bridge 10%  
Planning & Zoning 19%  
Noxious Weed 15%  
Highlands Water District #8, 2%  
Yoder Water District #101, 9%  
Cedarview Lodge Sewer District #1, 24%  
Habit Sewer District #202, 53%  
Yoder Sewer District #201, 14%  
Blue Spruce District #3-10, 4%  
Highlands District #8, 15%

### **Equipment**

All items have been ordered based off the equipment plan and in the process of being built.

### **Projects**

Asphalt Crew is shouldering roadway with turf to eliminate road edge drop off.  
Mowing/Sign Crew is tree trimming throughout the County and replacing signs as needed.  
Dirt Crew is replacing culverts throughout the County.  
Bridge Crew is building a bridge on Maple Grove Road.

### **Contracted Projects**

43<sup>rd</sup> Avenue Bridge is 60% complete and on schedule.  
Nickerson Road Bridge is 55% complete and on schedule.  
Silver Lake Road Bridge 12 miles east and 1 mile north of Pretty Prairie is 80% complete.

## **Challenges**

Working on method of rehabilitating Sewer District 201 Yoder and Sewer District 202 Habit.

Working with KDOT on K14 County Special Maintenance Agreement.

Meet with Grant Township to explain how the K14 KDOT Maintenance Agreement effects them and their request that the County Public Works Director to represent them.

Working on solving the Water District 101 Yoder high nitrate problem.

## **Concern**

Having enough staff to mow ROW and enough temporary help to maintain traffic control for Asphalt Crew this summer.





## Reno County Register of Deeds Office

Michelle Updegrove, Registrar  
125 W. 1<sup>st</sup> Avenue, Hutchinson, KS 67501  
Phone: (620) 694-2942 • Fax: (620) 694-2944  
michelle.updegrove@renogov.org

### Register of Deeds Monthly Report for Commission March 2021

#### Current Business:

##### March 2021:

- Documents Recorded: 1,023
- Recording Fees Collected: \$50,701.00
- Technology Fund Fees Collected: \$12,099.00
  - County Clerk: \$2,016.50
  - County Treasurer: \$2,016.50
  - Register of Deeds: \$8,066.00
- Heritage Trust Fund (HTF): \$4,033.00
- Copy Fees: \$1,175.00

##### Budgetary

- Percent of Budget Spent: 22%

#### Proposal for Part-Time Employee:

I have discussed the proposal with Randy regarding retaining a Part-Time employee for this office for much needed relief in our daily workload. If approved this year, the salary for this position would be paid for out of the Tech Fund.

An employee who is compensated from technology funds must perform duties that are related to the storing, recording, archiving, retrieving, maintaining, and handling of data recorded or stored in the office of the Register of Deeds. Cited herein: K.S.A. 2009 Supp. 28-115; and 28-115a. In

Proposed duties for this position would be indexing document information into land record books, scanning and storing each days documents into electronic archives and continue building the numerical index into the Records Management System (RMS) by adding records from 1872-1990.

This person would also do light in-house digitizing of the land record book index pages and UCC library to comply with record retention schedules set by Kansas Statutes and Kansas Administrative Regulations (K.A.R.).

In addition to assisting the Real Estate Clerk if needed with daily record indexing, this position would also take lead on the Digitizing Project and manage the document handling between the Register of Deeds office and the digitizing company which is currently Salina Blue.



**Sheriff:** Darrian Campbell  
**Undersheriff:** Shawn McHaley

**RENO COUNTY**  
Sheriff's Office  
206 West First Ave.  
Hutchinson, Kansas 67501-5298  
(620) 694-2735 Office (620) 694-2702 fax  
TDD: Kansas Relay Center 1-800-766-3777

## March 2021 BOCC Update

04/02/2021

### **Staffing changes or issues:**

The Reno County Sheriff's Office is staffed at 101 personnel; 85 full time sworn Deputies, 12 civilian support staff and 4 part-time Offender registry personnel.

Patrol

Detectives

Correctional Facility:

- Deputies
- Nurse

### **Budget YTD summary:**

The total agency budget is \$6,611,844.00.

Expenditures compared to where we should be.

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

2022 Budget talks

Courthouse entrance/Construction

Firearms Range Agreement

Darrian L. Campbell  
Reno County Sheriff



**Reno County Solid Waste**  
**703 S. Mohawk**  
**Hutchinson, KS 67501**  
**(620) 694-2586**  
**Fax (620) 694-669-8126**

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Solid Waste Monthly Update March 2021  
Prepared by Megan Davidson, Director

**Staffing:** We currently have 1 General Laborer position open at the landfill. The staff is hard at work on the pad construction for the new landfill facilities as the General Contractor will be coming onsite sometime in early May. It is getting closer to mowing season so staff is also preparing the mowers and weed eaters for a busy mowing season ahead. They are also performing their day to day operations of running the various sites that we have and keeping busy with the spring cleaning jobs everybody is coming out with. The office staff is hard at work on the accounts payable, billings, and also beginning to work on the commercial assessments for the 2022 year.

**Projects/Issues/Challenges/Concerns:** The General Contractor plans to be onsite starting early May. The customer convenience center was delayed an additional 3 weeks which in turn delayed our Notice to Proceed with the General Contractor by 3 weeks. The project is still looking like they will be completed by early December as long as we do not have to many delays along the way.

March has been a wet and windy month for us at the landfill. Staff has been busy pumping water from the cells to stay in compliance as well as picking up litter outside and inside the fences. They also do road checks down the main roads to the landfill multiple times per week.

In February we sent out Concrete crushing quotes to 3 vendors (Wyer Concrete Crushing (local business), Heartstone Concrete Crushing, and Fremar Inc. both out of Wichita. Two of them returned quotes back and the low quote was Wyer Concrete Crushing here in Hutchinson in the amount of \$7.25 per ton. We have budgeted to crush 6,000 tons as this will be used on the new facilities project we are currently working on. The Crushing will begin sometime in the month of April and will come out of our operating funds.

**Budget:** Budget preparation is in full swing for the 2022 budget. Our 816 Compactor is going in to the shop to replace the wheel tips on the wheels as well as resurface the outer edges of the wheels in the month of April. Every quarter Foley comes out and measures our wheel tips and they are to the point where they need to be replaced. The cost of this repair is \$30,040.00 The last time we had the wheels retipped on the 816 was in 2015. The money will come out of the maintenance of machinery line. So far for the first quarter on 2022 the budget is looking in good shape for the first 3 months of the year.



RENO COUNTY TREASURER  
125 West First Ave.  
Hutchinson, Kansas 67501-5245  
620-694-2938  
Fax: 620-694-2776

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

March 24, 2021

## **MONTHLY REPORT**

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

I am happy to report there are no changes in staffing at this time.

### **BUDGET YTD SUMMARY:**

As of this day, we are running around 23% of our budget in the largest expenses we have (i.e. Payroll, postage and contractual Services). Contractual services include annual fees for several items, including insurance, service contracts for file safe, etc. I do not foresee a lot of expense for annual items in this area. The YTD budget left is \$195,593.66 with \$42,937.34 being spent YTD to date. We continue to watch our postage and use email as often as possible.

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

My department's major projects for the month of March was the distribution. We also worked on getting reports, etc. on the computer for Leslie in preparation of the audit. There is the usual processing titles, renewals and refunds of motor vehicle tags. However, we are gearing up for the 2<sup>nd</sup> half tax payments which involve us sending files to mortgage companies, verifying partial payments and balances due for customers who are calling in. We continue to renew commercial accounts that missed their deadline. Along with our regular daily activities, we are also working on the annual tax sale and preparing the budget.



JUVENILE DETENTION CENTER  
JUVENILE INTAKE & ASSESSMENT  
BOB JOHNSON YOUTH SHELTER

## RENO COUNTY YOUTH SERVICES

219 West Second Ave.  
Hutchinson, Kansas 67501  
(620) 694-2500  
Fax: (620) 694-2504  
TDD: Kansas Relay Center 1-800-766-3777

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## Youth Services Monthly Report

March 2021

### Staffing changes or issues (if any)

We are currently accepting applications for a full time cook, Standby Juvenile Detention Officer/Youth Care Specialist and a full-time maintenance technician position. Unfortunately, very few applicants have applied for these positions. Both positions, cook and maintenance, are full time positions which come with K-pers and insurance benefits.

Our Food Service Manager, Annette Raya retired on March 31<sup>st</sup>. She was hired in 2003 as our cook and was promoted to our Food Manager in Oct. 2016. Her 18 years of service is appreciated, and she will be missed. The Food Service Manager's position was filled from within by Fran Hostetler.

### Budget YTD Summary

As of 3/30/2021, we have spent 18% of our Shelter budget (Dept.90). The expenses are mostly due to salaries. The total shelter budget is \$1,051,666. We have spent 20% of our detention budget (Dept.91). Detention expenditures consists of mostly salaries. The total detention budget is \$1,054,065.

### Projects/Issues/Challenges/Concerns

We just concluded with school spring break. The youth are currently attending school for the final few weeks of the school year. The youth enjoyed sleeping in a little later than usual and participating in fun activities. Unfortunately, the weather was not 100% cooperative for daily activities outside.

Our annual licensing review was set for March 24<sup>th</sup> but was canceled by DCF and rescheduled for April 14<sup>th</sup>.

No current projects are underway other than focusing on "spring cleaning" and organization of our facility.



# AGENDA ITEM #09B

**Reno County**  
**Fund Activity YTD Summary Report**  
**From Date: 1/1/2021 - To Date: 3/31/2021**

Fund	Beginning Fund Balance	Revenues	Expenditures	Ending Balance	% Increase / Decrease
001 General Fund	16,224,894.45	8,579,931.96	4,589,605.89	20,215,220.52	25%
002 Dept of Aging	763,137.16	444,182.49	404,937.23	802,382.42	5%
003 Health	1,418,836.24	1,218,285.27	885,691.91	1,751,429.60	23%
004 Noxious Weed	57,791.63	40,330.24	19,168.24	78,953.63	37%
006 Special Bridge Fund	2,937,495.13	529,473.48	27,724.37	3,439,244.24	17%
007 Public Works	1,955,814.44	3,190,605.76	960,563.08	4,185,857.12	114%
008 Solid Waste	6,381,534.12	2,652,556.83	577,366.37	8,456,724.58	33%
009 Youth Shelter	674,969.49	320,220.97	411,126.76	584,063.70	-13%
013 Solid Waste Reserve	5,131,932.76	0.00	23,524.02	5,108,408.74	0%
015 Employee Benefits	4,783,891.92	4,070,739.96	2,079,235.32	6,775,396.56	42%
017 Training & Evaluation Center	25,859.08	288,760.50	271,904.42	42,715.16	65%
018 Mental Health	21,290.55	256,800.55	241,223.07	36,868.03	73%
029 Special Park & Recreation	4,409.37	5,786.80	4,000.00	6,196.17	41%
030 Special Alcohol & Drug	17,146.87	6,191.57	10,000.00	13,338.44	-22%
083 County Bond & Interest	142,252.49	214,926.58	63,265.87	293,913.20	107%
085 Noxious Weed/Capital Outlay	89,776.58	0.00	0.00	89,776.58	0%
086 Health/Capital Outlay	318,479.84	0.00	5,000.00	313,479.84	-2%
087 Historical Museum	4,719.53	104,399.68	90,689.31	18,429.90	291%
093 Special Equipment Fund	734,312.89	122,660.32	216,815.37	640,157.84	-13%
094 Special Road Fund	681,589.21	385,822.01	2,548.38	1,064,862.84	56%
097 County Equipment Reserve Fund	0.00	0.00	0.00	0.00	
098 Capital Improvement Program	882,206.01	354,934.81	13,876.94	1,223,263.88	39%
099 CIP Reserve Fund	0.00	0.00	0.00	0.00	
180 Internal Services	112,489.42	87,771.50	111,900.26	88,360.66	-21%
<b>Grand Total: 1 Accounts</b>	<b>\$43,364,829.18</b>	<b>\$22,874,381.28</b>	<b>\$11,010,166.81</b>	<b>\$55,229,043.65</b>	<b>27%</b>

2021 YTD TOTAL EXPENSE BUDGET REPORT

As of 4/5/2021

Organization	Adopted Budget	Commitments	YTD Transactions	Remaining Budget	% Used
<b>Fund 001 - General Fund</b>					
Department 00 - Dept	.00	.00	(5,455.50)	5,455.50	
Department 01 - County Commission	60,800.00	.00	12,829.60	47,970.40	21%
Department 02 - County Clerk	252,916.00	.00	57,079.61	195,836.39	23%
Department 03 - County Treasurer	238,531.00	.00	43,078.56	195,452.44	18%
Department 04 - District Attorney	1,183,668.00	.00	283,564.53	900,103.47	24%
Department 05 - Register of Deeds	152,497.00	.00	33,211.45	119,285.55	22%
Department 06 - Sheriff	3,283,309.00	.00	758,114.12	2,525,194.88	23%
Department 07 - Administration	470,867.00	.00	101,968.91	368,898.09	22%
Department 08 - Unified Courts	597,003.00	.00	119,214.82	477,788.18	20%
Department 09 - Courthouse General	13,514,865.00	.00	1,089,184.57	12,425,680.43 *	8%
Department 11 - Maintenance	906,772.00	3,384.18	153,643.09	749,744.73	17%
Department 12 - Planning Zoning Utilities	79,711.00	.00	14,987.83	64,723.17	19%
Department 13 - Emergency Management	169,350.00	.00	29,679.39	139,670.61	18%
Department 14 - Jail	3,328,535.00	1,227.62	647,841.54	2,679,465.84	19%
Department 15 - Human Resources	267,096.00	.00	63,627.50	203,468.50	24%
Department 16 - Appraiser	702,014.00	.00	149,309.70	552,704.30	21%
Department 17 - Election	379,411.00	.00	103,499.90	275,911.10	27%
Department 18 - IS/GIS	683,555.00	.00	219,660.19	463,894.81	32%
Department 24 - Auto Center	154,752.00	.00	34,881.19	119,870.81	23%
<b>Fund 001 - General Fund Totals</b>	<b>\$26,425,652.00</b>	<b>\$4,611.80</b>	<b>\$3,909,921.00</b>	<b>\$22,511,119.20</b> **	<b>15%</b>
* Includes \$6,893,800 Cash Carryover. Percentage of Courthouse General budget used excluding the cash carryover is 16% instead of 8%.					
** Total Percentage of budget used in the General Fund excluding Cash Carryover is 20% instead of 15%					
<b>Fund 002 - Dept of Aging</b>					
Department 20 - Depart of Aging	539,828.00	.00	88,675.08	451,152.92	16%
Department 27 - Public Transportation	1,730,580.00	.00	297,043.18	1,433,536.82	17%
<b>Fund 002 - Dept of Aging Totals</b>	<b>\$2,270,408.00</b>	<b>\$0.00</b>	<b>\$385,718.26</b>	<b>\$1,884,689.74</b>	<b>17%</b>
<b>Fund 003 - Health</b>	<b>\$3,298,244.00</b>	<b>\$0.00</b>	<b>\$599,654.35</b>	<b>\$2,698,589.65</b>	<b>18%</b>
<b>Fund 004 - Noxious Weed</b>	<b>\$129,868.00</b>	<b>\$0.00</b>	<b>\$18,831.93</b>	<b>\$111,036.07</b>	<b>15%</b>
<b>Fund 006 - Special Bridge Fund</b>	<b>\$2,750,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,750,000.00</b>	<b>0%</b>
<b>Fund 007 - Public Works</b>	<b>\$6,516,799.00</b>	<b>\$46,490.87</b>	<b>\$594,711.66</b>	<b>\$5,875,596.47</b>	<b>9%</b>
<b>Fund 008 - Solid Waste</b>	<b>\$8,737,830.00</b>	<b>\$34,894.11</b>	<b>\$491,681.71</b>	<b>\$8,211,254.18</b>	<b>6%</b>
<b>Fund 009 - YOUTH SHELTER</b>					
Department 90 - Youth Shelter	1,051,666.00	.00	189,139.16	862,526.84	18%
Department 91 - Juv Detention	1,054,065.00	.00	210,131.09	843,933.91	20%
Department 92 - Grant Misc.	7,000.00	.00	583.80	6,416.20	8%
<b>Fund 009 - YOUTH SHELTER Totals</b>	<b>\$2,112,731.00</b>	<b>\$0.00</b>	<b>\$399,854.05</b>	<b>\$1,712,876.95</b>	<b>19%</b>
<b>Fund 013 - Solid Waste Reserve</b>	<b>\$5,800,782.00</b>	<b>\$840.27</b>	<b>\$5,266.25</b>	<b>\$5,794,675.48</b>	<b>0%</b>
<b>Fund 015 - Employee Benefits</b>	<b>\$11,312,000.00</b>	<b>\$0.00</b>	<b>\$2,012,392.50</b>	<b>\$9,299,607.50</b>	<b>18%</b>
<b>Fund 017 - Training &amp; Evaluation Center</b>	<b>\$510,000.00</b>	<b>\$0.00</b>	<b>\$260,000.00</b>	<b>\$250,000.00</b>	<b>51%</b>
<b>Fund 018 - Mental Health</b>	<b>\$452,025.00</b>	<b>\$0.00</b>	<b>\$230,025.00</b>	<b>\$222,000.00</b>	<b>51%</b>
<b>Fund 029 - Special Park &amp; Recreation</b>	<b>\$10,408.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,408.00</b>	<b>0%</b>
<b>Fund 030 - Special Alcohol &amp; Drug</b>	<b>\$27,386.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$17,386.00</b>	<b>37%</b>
<b>Fund 083 - County Bond &amp; Interest</b>	<b>\$529,756.00</b>	<b>\$0.00</b>	<b>\$62,086.00</b>	<b>\$467,670.00</b>	<b>12%</b>
<b>Fund 085 - Noxious Weed/Capital Outlay</b>	<b>\$109,776.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$109,776.00</b>	<b>0%</b>
<b>Fund 086 - Health/Capital Outlay</b>	<b>\$336,041.00</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$331,041.00</b>	<b>1%</b>
<b>Fund 087 - Historical Museum</b>	<b>\$185,000.00</b>	<b>\$0.00</b>	<b>\$90,000.00</b>	<b>\$95,000.00</b>	<b>49%</b>
<b>Fund 093 - Special Equipment Fund</b>	<b>\$1,005,500.00</b>	<b>\$0.00</b>	<b>\$216,002.85</b>	<b>\$789,497.15</b>	<b>21%</b>
<b>Fund 094 - Special Road Fund</b>	<b>\$755,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$755,000.00</b>	<b>0%</b>
<b>Fund 098 - Capital Improvement Program</b>	<b>\$1,062,000.00</b>	<b>\$0.00</b>	<b>\$5,562.50</b>	<b>\$1,056,437.50</b>	<b>1%</b>

**2021 YTD TOTAL EXPENSE BUDGET REPORT**

As of 4/5/2021

<b>Fund 180 - Internal Services</b>					
Department 11 - Maintenance	321,568.00	12,040.21	43,399.64	266,128.15	13%
Department 24 - Auto Center	428,000.00	.00	30,377.67	397,622.33	7%
<b>Fund 180 - Internal Services Totals</b>	<b>\$749,568.00</b>	<b>\$12,040.21</b>	<b>\$73,777.31</b>	<b>\$663,750.48</b>	<b>10%</b>
<b>Grand Totals</b>	<b>\$75,086,774.00</b>	<b>\$98,877.26</b>	<b>\$9,370,485.37</b>	<b>\$65,617,411.37</b>	<b>12%</b>