



COUNTY COMMISSION

Ron Sellers
District 1
Member

Ron Hirst
District 2
Chair

Daniel P. Friesen
District 3
Vice-Chair

Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

AGENDA

Reno County Annex
Tuesday, May 25, 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**
- IV. 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.
- V. Determine Additions or Revisions to the Agenda**
- VI. 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. Minutes of Meeting for April 13, April 27, May 7 and May 11, 2021.
 - C. Adoption of Resolution 2021-12 approving a conditional use permit to establish a personal training and fitness studio at 4516 N. Kent Road.
 - i. **Action** – Motion to **approve** the Consent Agenda
Friesen Sellers Hirst
- VII. Business Items**
 - A. Tabled from 4/13/2021: Commercial Wind Energy Conversion Systems Proposed Regulations
 - B. Health Department Update by Karla Nichols, Director
 - C. Agreement with the Kansas Department of Transportation (KDOT) for the construction of 69th Avenue Bridge 26.70 by Don Brittain, Public Works Director.
- VIII. County Administrator Report**
- IX. County Commission Report/Comments**
- X. Executive Session**
 - A. With the Board's legal counsel to discuss a privilege legal matter for one hour with no legal binding action to take place.
 - B. Non-Elected Personnel for 30 minutes with no legal binding action to take place.
- XI. Adjournment**



AGENDA ITEM

**AGENDA
ITEM #06B**

AGENDA DATE May 25, 2021

PRESENTED BY Cindy Martin

AGENDA TOPIC April Minutes, May 7th, May 11th 2021

SUMMARY & BACKGROUND OF TOPIC None

ALL OPTIONS None

RECOMMENDATION/REQUEST Recommend Approval

POLICY / FISCAL IMPACT None

April 13, 2021
Reno County Courthouse
Hutchinson, Kansas

The Board of Reno County Commissioners held the agenda session with Chairman Ron Hirst, Commissioner Ron Sellers, Commissioner Daniel Friesen, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Gary Getting, Elliott Mortuary.

At 9:05 a Proclamation was read by Chairman Hirst declaring the Reno County Crime Victims' Rights Week, April 18th through April 24th, 2021 and was received by District Attorney Tom Stanton. Mr. Stanton thanked the Board for their support stating his office is committed to insure justice for victims. He invited the community to a candle lighting service on Thursday April 22nd at 6:30 p.m. South Hutchinson Community Center located at 101 W. Ave C in South Hutchinson.

Mr. Hirst read the next two proclamations for the week of the Young Child and Child Abuse Prevention Week both received by Michael Woods, Kansas Children Service League Family Services Supervisor. He thanked the Board for their support inviting the community to third Thursday events for the families.

Chief Steve Beer with the City of Hutchinson Fire Department, updated facts and figures on the recent fires in Fire District #2. Two bigger fires, one at 95th and Plum Street burned a little over 300 acres, and gave stats saying it was a successful outcome with minor damage to one home and no injuries. He gave stats on the 600-acre fire stating it was remarkable work by everyone to save 87 homes and outbuildings. Mr. Beer said education is the key for homeowners mitigating risk. He mentioned Emergency Management Director Adam Weishaar stating that he is great to work with and is a big part of the fire team.

Mr. Sellers mentioned rural farmers need the opportunity to open burn and make changes if needed. Mr. Hirst wanted more burn associations in the rural areas. Five Bugle will give options with their presentation on Fire Districts.

Health Department Director Karla Nichols met with the Board to update them on COVID-19 data. She spoke about vaccinations and mitigating measures. The POD for Johnson and Johnson and their clinics have been canceled by recommendation of the CDC. She said they do have the Moderna vaccine for distribution and encourage citizens to social distance, wash hands often, and stay home if they feel sick and very important to go get vaccinated.

There were no public comments or additions to the agenda.

Mr. Sellers moved, seconded by Mr. Hirst, to approve the Consent Agenda consisting of 7A through 7F. The Accounts Payable Ledger for claims payable on April 9th, 2021 of \$303,567.48 and April 16th, 2021 of \$441,872.92 as presented. Reappointment of 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. Solid Waste's purchase of a 2016 Case Tractor from KanEquip at a total cost of \$100,000. **Resolution #2021-09; 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.** Public Works Director Don Brittain explained the overweight limit weights changed from 80,000 to 85,500 since the road conditions had changed enough to handle the added weight. He also explained the Public Works Policy Revision on Utility Poles and Wireless Support Structures. The motion was approved by a roll call vote of 3-0.

County Planner Mark Vonachen recommended approval for Planning Case #2021-02 a request for a conditional use permit to place a manufactured home at 1002 N. Obee Road. He stated staff and the Planning Board approved by a 6-0 vote with 9 factors and 4 conditions for a 2010 or newer home be placed on the property. **Mr. Sellers moved, seconded by Mr. Friesen,** to approve the permit for a manufactured home with the 9 factors and 4 conditions as recommended by the Planning Board. The motion was approved by a roll call vote of 3-0.

Public Works Director Don Brittain recommended approval on an agreement with Kirkham, Michael & Associates to complete the survey and design plans for 69th Avenue Bridge 26.70 for replacement over Cow Creek at a lump sum fee of \$73,000. He stated this was a cost share design. **Mr. Sellers moved, seconded by Mr. Hirst,** to approve the agreement for the replacement bridge as outlined. The motion was approved by a roll call vote of 3-0.

Mr. Brittain again gave explanation of an 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. He said this bridge is scheduled for replacement in 2022 and would like to use Brad Shores as Head Design Engineer from Wichita, Kansas. They have a good working relationship, and his bids are competitive. **Mr. Friesen moved, seconded by Mr. Sellers,** to approve the design phase as recommended by Mr. Brittain. The motion was approved by a roll call vote of 3-0. He planned that the new bridge would change the entrance.

Sheriff Darrian Campbell gave a detailed update to the Board on staffing, budgets, work release programs, and projects in the Sheriff's Office. He explained what the STAT unit was.

At 10:22 the meeting recessed for eight minutes.

The meeting reconvened with all Commissioners, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present.

Commissioner Hirst read item 8F for the Commercial Wind Energy Conversion Systems Proposed Regulations. He wanted to give the Planning Board a potential area and changing the direction of where wind energy would be allowed in Reno County. He stated east of Dean Road was where the highest population lived. He drew a straight-line down Dean Road south to the river, all townships on that line had their western borders on Dean Road, and east of the jagged line was already a zoned area or extended city limits. He thought wind companies would have plenty of room and opportunity to place turbines in the western part of Reno County. He clarified his proposal was to prohibit industrial wind energy systems in all the currently zoned area along with the un-zoned area east of Dean Road.

Commissioner Sellers spoke about Article 23 of the regulations having to do with zoned areas within the county. He asked how the un-zoned area would be affected with no regulations in effect saying they need regulations west of Dean Road for wind systems. Currently the un-zoned area does not have any right for a petition. Mr. Vonachen replied that was true.

County Planner Mark Vonachen clarified that these regulations would not apply to the un-zoned area of the county. If they would be applied to the rest of the county you would have to zone the rest of the county and then do an overlay. Overlays were for added protection to certain areas on top of regulations.

Public Works Director Don Brittain joined the discussion stating from the line, east of Dean Road the Board could impose a moratorium and not allow wind there. Adopt the regulations as you see fit to adopt them and it fits everywhere else in the rest of the county if it ever gets zoned. He said to not make the moratorium have anything to do with the regulations, keeping it separate. If you adopt the regulations, you do not make it a part of the moratorium or a part of the ban, you will never have to send it back to the Planning Board to amend it.

Mr. Sellers said he had concerns with changing the line, and said he understood the green zoned area but to change the line would be a struggle. The Southeast area has the right to petition so it was not possible for wind because it needed a super majority vote which it will not get with this Board. He said to the north, east, or south east area no wind would be accepted, and he did not want to outlaw wind energy in Reno County. Pass the regulations and it will take care of itself.

Commissioner Friesen did not want a moratorium and stated he generally agreed with Mr. Sellers. The green area is what is up for vote. He disagreed with both commissioners instead liking the idea of both parties coming to a compromise working toward an alternate, he was not in favor of deciding today. **Mr. Friesen made a motion** to table this matter for six weeks, which is three meetings to allow the parties to find common ground, **Mr. Sellers seconded for discussion.** Mr. Friesen explained his motion for requesting six weeks more keeping the pressure on those parties to find a solution that works for all three Commissioners. Approve this language frustrating people in southeast Reno County and nothing happens for risk with no project in Reno County.

The Board had a large discussion on zoned and un-zoned areas for wind energy.

Mr. Brittain as Director of Planning and Zoning stated that the staff was asked to create a starting point of regulations.

When they were asked to create them, it was to protect and consider the concerns of the people in the southeast area with wind energy. The created regulations that did not ban wind energy in Reno County and that is exactly what the Board has received. The regulations do address the issues people had and does not ban wind in Reno County and does not guaranteed wind anywhere. Two of the commissioners and Bob Bush got exactly what was asked for and if you make the regulations any stiffer than they are, then the regulations as they stand without waivers will ban wind which was not what you asked for. He was trying to understand, if 80 percent of landowners in any area with wind do not agree, the people can petition, and it would probably fail with the commission. Let the wind company negotiate with the landowners to take care of it themselves.

Mr. Friesen moved, Mr. Sellers seconded, to table until May 25th, 2021 the Commercial Wind Energy Conversion Systems Proposed Regulations. The motion was approved by a roll call vote of 2-1 with Mr. Hirst opposing.

County Administrator Mr. Partington had several items to report.

- 1) He mentioned department reports were attached to the first meeting of the month and department heads will visit once a year for an in-person update.
- 2) He did a brief rundown of funds in the financial reports stating they were in good shape from the beginning of the year through March.
- 3) In 2020 Youth Services Director Bill Hermes retired and Shelly Bredemeier has been acting Interim. She had been with the county since 1988 and had been the Assistant Director until Mr. Hermes retired. He would like to promote her to Director and remove the Interim title. The Board agreed with the promotion.
- 4) Look at options for Reno County Solid Waste to have fiber/network access at \$180,000 to buy fiber and own it, stating the annual fees were not included. Another was to pay \$1,000-month double bandwidth alternatives were discussed with Nate at IdeaTek to have fiber bands we would own. Or negotiate a current proposal of \$95,000 which could be worked on by Mike Mathews, Joe O'Sullivan, and Mr. Partington to buy dark fiber to run to the landfill and would take eight years to pay back. This would not be funded by tax dollars. Mr. Friesen noted that he had a conflict of interest with this issue.

Mr. Sellers and Mr. Hirst wanted to look over the contract before voting on the IdeaTek agreement and would bring it back at a future meeting for action.

Mr. Partington had one last item, to set a date for budget work sessions. He suggested June 29th and 30th however Mr. Sellers was not available and suggested June 22nd or 23rd, 2021 or July 6th and 7th at the Annex. Mr. Partington said this work session would be with all department directors discussing expenditures only, not an overbudget. The Board agreed to have Mr. Partington check with departments and outside agencies for either of those dates and get back with the Commission.

Mr. Friesen had a couple of notes; he took a 2-and-a-half-hour tour of the Solid Waste facility and spoke about fees. He asked for consent to encourage the staff to ARP funding and how it would be utilized the put it on the agenda. How can we use it? making plans for when the rules come out. He also went on the Sheriff's tour with defensive driving and would like to get a picture without masks today.

Mr. Sellers liked making the Youth Services position permanent. He would like the Burn Ordinance prepared and brought back to us. Mr. Friesen explained the Legislative Forum about voting machines with two issues in the Hutch Post specific to Dominion. Those are not connected to the internet explained by the County Clerk Donna Patton. Second point was registered voters listed and how to remove those people who have passed away and others that should be removed, ask the Clerk on ways to clean up the voter rolls.

Mr. Hirst was disappointed about no vote on wind today. He would encourage the Commission to direct the Planning and Zoning to hold public meetings for zoning, what it will or will not do within 90 days. Appreciated the Sheriff and departments here today. Mr. Sellers thought more discussion was needed before holding county meetings. Mr. Friesen would like a proposed draft to see what Mr. Hirst's objective was.

At 11:50 the Board recessed for a five-minute break.

At 11:55 a.m. Mr. O'Sullivan read the motion requesting for this Board to recess into executive session for not to exceed thirty-minutes for the purpose of conferring with legal counsel on a privileged legal matter, that being a proposed contractual relationship with the City of Hutchinson with respect to the firing range.

He expected no formal action to come from the executive session. He was requesting the County Administrator Randy Partington and County Counselor remain for the executive session. Following the executive session, the Board will resume its regular meeting at which time it will return to regular session and adjourn for the day. **Mr. Sellers moved, and Mr. Hirst seconded the motion as read** and was approved by a roll call vote of 3-0.

At 12:25 p.m. the meeting adjourned until 9:00 a.m. Tuesday, April 27, 2021.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date

April 27, 2021
Reno County Courthouse
Hutchinson, Kansas

The Board of Reno County Commissioners held the agenda session with Chairman Ron Hirst, Commissioner Daniel Friesen and Commissioner Ron Sellers, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Darryl Peterson, Grace Christian Church.

Commissioner Hirst thanked the District Attorney Tom Stanton and his staff on the presentation for crime victims held in South Hutchinson. He commented on the Fallen Police Officers Ceremony for peace officers on May 14th at 11:00 a.m. in front of the Law Enforcement Center.

Mr. Hirst then read a proclamation declaring May 9th through 15th as Police Week with Sergeant Chris Massingill accepting and thanking the commission for their support stating that there were 103 fallen officers so far this year across the nation.

There were no public comments or additions to the agenda.

Mr. Friesen moved, seconded by Mr. Sellers, to approve the Consent Agenda consisting of 6A through 6E. The Accounts Payable Ledger for claims payable on April 30, 2021 of \$709,608.54 as presented. Next item directs the chairman to sign minutes for February 9th, 9th work study session, 23rd, also March 9th, 23rd, and 30th, 2021 as submitted. Appointment of Brooke Davis to the Reno County Health Department Advisory Board. Resolution 2021-10; **A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR THE PLACEMENT OF A MANUFACTURED HOME ON A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 5 WEST OF THE 6TH P.M. IN RENO COUNTY, KANSAS (Vernon Buckaloo for a home at 1002 N. Obee Road).** Last on the consent agenda was a Cereal Malt Beverage License Renewal for Oasis Convenience Store for Off Premises Sales as presented by staff. The motion was approved by a roll call vote of 3-0. Commissioner Sellers said on page 28 of the February minutes there was a correction from 6,000 vaccine shots which should be 600 shots. Commissioner Friesen asked if the minutes could be shortened. Mr. Partington commented that the new minutes taker would be a more condensed version.

Health Department Director Karla Nichols met with the Board to recommend approval for Guideline Revisions for the Reno County Health Department Advisory Board. Mr. Friesen questioned whether the Covid policy was reviewed by the Advisory Board, and Mrs. Nichols replied that it did review them. **Mr. Sellers moved, Mr. Friesen seconded,** to approve the Guideline Revisions for the Health Department Advisory Board as presented. The motion was approved by a roll call vote of 3-0.

Interim Juvenile Intake & Assessment Supervisor for Youth Services Jessica Susee met with the Board to recommend a Kansas Department of Corrections - Juvenile Services (KDOC-JS) FY2022 Prevention and Graduated Sanctions Block Grant for a total of \$654,935.02. She stated that the grant period runs from July 31, 2021 and June 30, 2022 but noted that the amount could change with the budget from the state. Community Corrections Director Randy Regehr confirmed they were totally grant funded and commented there was no county match, benefits, or financial contribution.

Mr. Friesen moved, seconded by Mr. Sellers, to approve the grant request as outlined by Ms. Susee. The motion was approved by a roll call vote of 3-0.

Communications Specialist Laurie Moody gave a six-month update to the Board on what she has accomplished since starting with Reno County and she detailed current major projects. One of the projects was to redesign the website. The Board had a few suggestions for her to consider.

ISO II/Reno County Drug Court Coordinator Libertee Thompson discussed a request of \$10,000 alcohol tax funding and county funds of \$10,000, broken down as follows; \$4,000 for recovery assistance and \$6,000 in county funds to help with Oxford House rent.

StartUp Hutch Program Director Jackson Swearer made a presentation to the Board stating in 2021 StartUp Hutch received a budget allocation of \$82,500 from the county. They are requesting for FY2022 an allocation of \$70,000 a decrease of \$12,500 from last year. He went over programs and projects in leadership and development of Entrepreneurship programs in our community in detail. He brought Board Chair Jeni Bryan.

Conservation District Manager Chloe Wilson discussed a request for an allocation of \$47,500 from the General Fund for FY2022. She went over in detail what the Conservation District programs that serve the community do and their proposed budget for FY2022.

Reno County Emergency Medical Services Chief Dave Johnston discussed his proposed budget for FY2022, detailing the revenues and expenditures. He gave a presentation outlining the budget request from Reno County to cover a projected operating deficit **Revenue;** charges (transports) \$6,830,945.10 subtracting contractual adjustments of 68 percent (\$4,645,042.67) adjusted gross revenue \$2,185,902.43 **Expenditures;** operating expenses (\$3,602,578.67) plus capital equipment (\$425,000.00) total operating expenses (\$4,027,578.67) making a total operating deficit of (\$1,841,676.24) which is requested from Reno County. He stated he would be back to discuss with the Board options for Capital Equipment savings.

Economic Development Council Chamber President Debra Teufel made a presentation detailing funding requests for FY2022; Market Hutch \$14,000 and Greater Hutch \$36,000 for a total of \$50,000 from Reno County.

She stated it was the same amount as their 2021 request. The new five-year Reno Rising campaign is being launched on June 3rd, 2021 with the goal of raising \$300,000 in private sector contributions for economic development programs. She explained upcoming programs and projects.

At 11:25 the meeting recessed for five minutes.

The meeting reconvened with all Commissioners, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present.

County Administrator Randy Partington made a presentation showing the Law Enforcement Building Signage to the Board. Emergency Management remains in the basement of the LEC along with 9-1-1 dispatch and the Sheriff's Drug Unit. The City of Hutchinson was going to split the cost (50%) for the sign for the Law Enforcement Center. He then discussed the cost for a logo design and cost of \$14,409.20 to put the Emergency Management logo on the right-hand side of the LEC building. By consensus, the Board agreed to support half of the cost of the Law Enforcement Center signage however the other would be addressed in another meeting.

Mr. Partington commented on this Thursday's meeting being canceled by Five Bugle and rescheduled for May 7th, 8:30 a.m. at the Annex Conference Room.

Last item Mr. Partington mentioned was the sales tax amount being above last year by approximately \$35,000.

Commissioner Sellers commented on decreasing the minutes since video was being kept on file and having minutes for approval after each meeting on the next agenda.

Commissioner Friesen also discussed minutes. He reminded all citizens to take the opportunity to vaccinate thanking the Health Department for their support. He was in favor of getting input from citizens regarding zoning of the un-zoned area of Reno County.

Commissioner Hirst mentioned visiting with Mr. Vonachen regarding the zoning interest and holding citizen meetings in the un-zoned area. He commented on the LEC program on May 14th, 2021 in front of the LEC building. Marketing Reno County with Laurie Moody putting events on a community page.

At 11:50 a.m. the meeting adjourned until 9:00 a.m.
Tuesday, May 11, 2021.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date

May 7, 2021
Reno County Courthouse
Hutchinson, Kansas

The Board of Reno County Commissioners held a study session with Chairman Ron Hirst, Commissioner Daniel Friesen and Commissioner Ron Sellers, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present. Emergency Management Director Adam Weishaar, Emergency Management Specialist Todd Strain, and Fire Chief Bobby White were also present.

At 8:30 Mr. Hirst opened the session.

County Administrator Randy Partington introduced 5 Bugle Training and Consulting Bruce Fuerbringer, M.S., EFO who made a presentation on the Reno County Fire Districts. He spoke about Kansas Fire Service requirements/standards and mandates. He talked about the responsibilities of the Commission as Fire Board. He reviewed the survey he did and gave thirteen issues and other survey outcomes. He suggested each of the commissioners visit all the rural fire stations and communicate with personnel listening to their issues, agree on common goals, and having the Chiefs buy in.

Fire Chief Bobby White said communication and accountability were important. In his opinion they should have a new fire board or overseer to build trust.

County Counselor Joe O'Sullivan spoke about the Fire Board and in the past, they used an Advisory Board, but they did not have any authority. The Advisory Board got out of hand with issues not in their scope of authority and were disbanded.

The Board asked questions and then spoke about the direction they would like to continue with the information reviewed today. They discussed having staff come up with ideas with clear achievements starting the communications with the Fire Chiefs.

Emergency Management Director Adam Weishaar stated he would start by creating a strategic plan then he asked where the Commission wanted to start on the Fire Districts?

Mr. Sellers moved, seconded by Mr. Hirst, for this Board to accept the findings, evaluation, development study and recommendations of the Five Bugle Training and Consulting Report

dated May, 2021 and that the County Administrator confer with the District Fire Chiefs on ways to implement the recommendations. The County Administrator's initial focus should be the Mandated Improvements outlined in portions of Article 1, paragraph D. on page 9 of the Report as follows:

Create and adopt a Strategic Plan to set priorities for meeting the County's fire service needs, focus energy and resources to accomplish each priority, strengthen operations and ensure that the fire chief, his/her chief officers, local officers, firefighters, and other stakeholders are working toward common goals. The strategic plan will help establish mutual agreement on intended outcomes and assess and adjust the organization's direction in response to a changing environment.

The Strategic Plan may include an analysis of current fire district boundaries along with any recommended changes, or the development of practices that ensure compliance with current state statutes that regulate how emergency services can be delivered outside a fire district.

The County Administrator should make his initial report to the Board on June 8, 2021. The motion was approved by a roll call vote of 3-0.

At 11:40 a.m. the meeting adjourned until 9:00 a.m. Tuesday, May 11, 2021.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk

cm

Date

May 11, 2021
Reno County Courthouse
Hutchinson, Kansas

The Board of Reno County Commissioners held the agenda session with Chairman Ron Hirst, Commissioner Daniel Friesen and Commissioner Ron Sellers, County Administrator Randy Partington, County Counselor Joe O'Sullivan, and Minutes Clerk Cindy Martin, present.

The meeting began with the Pledge of Allegiance followed by a short sectarian prayer led by Pastor Steve Gill, Turon Community Church.

Commissioner Hirst thanked the IT staff for the installation of the audio/video system in the Annex Conference Room. He commented on the Fallen Police Officers Ceremony for peace officers on Friday, May 14th at 11:00 a.m. in front of the Law Enforcement Center.

Health Department Educator Seth Dewey invited everyone in the community to the Reno Recovery Collaborative to take part in events starting at this month's Third Thursday. The purpose is to remove the stigma associated with substance misuse. Changing the stigma and language around substance misuse requires effort not only of ourselves, but by the community as a whole.

Hutchinson Community Foundation Aubrey Abbott Patterson and StartUp Hutch Program Director Jackson Swearer read a letter addressed to the City and County Officials in Reno County. Mr. Swearer and Ms. Patterson were representing eight organizations who wanted the opportunity to have a voice on the important funding decisions regarding the American Rescue Plan's approximate \$17 million the city and county would be receiving. The Board wanted to digest more information and discuss the funds in thirty-days since they had until 2024 to spend the \$12 million the county would be receiving.

There were no additions to the agenda.

Mr. Sellers moved, seconded by Mr. Friesen, to approve the Consent Agenda consisting of 6A and 6B and the Accounts Payable Ledger for claims payable on May 14th, 2021 of \$425,683.79 as presented. Next item was the Audit Agreement with Adams, Brown, LLC. The motion was approved with a roll call vote of 3-0.

Sheriff Darrian Campbell gave a brief background on the 2500 Motorola radios that would be phased out. He received a proposal from TBS Electronics in the amount of \$186,956 for the purchase of sixty APX4000 new portable radios for use by deputies of the Reno County Sheriff's Office and said these should last for approximately ten-years. The state would send a notice from date of purchase when the use of the APX4000 radios would no longer be in service. **Mr. Friesen moved, seconded by Mr. Sellers,** to approve the purchase of APX4000 for 60 new portable radios from Motorola for \$186,956 as outlined by the Sheriff. The motion was approved by a roll call vote of 3-0.

County Planner Mark Vonachen met with the Board to recommend approval for Planning & Zoning Case 2021-05 a request for a Conditional Use Permit to establish a personal training and fitness studio at 4516 N. Kent Road, a home business. After briefly going over the CUP he stated that Staff approved, and the Planning Board voted 7-0 to approve with 7 factors and 6 conditions. **Mr. Sellers moved, seconded by Mr. Friesen,** to approve the Planning & Zoning Case 2021-05 based on the 7 factors and 6 conditions as outlined by Mr. Vonachen. The motion was approved by a roll call vote of 3-0.

USDA Rangeland Management Specialist Dusty Tacha made a presentation on "Woody Encroachment of the Hutchinson Sandhills". He showed land cover history of the area and explained how the dense growth of trees makes it an extreme fire threat. He advised intentional burns should be in July through September instead of in the spring to kill the cedar trees. Mr. Tacha spoke about help with mechanical removal to clear cedar trees off acreage and that it can be funded by the EQIP program. The Board discussed fires and burning. **Mr. Friesen moved, seconded by Mr. Sellers,** to direct Emergency Management to coordinate with Hutchinson Fire Districts, Kansas Forestry Service/USDA Mr. Tacha, and landowners to draft some positive and negative re-enforcements bringing the draft back in three months to continue the discussion. The motion was approved by a roll call vote of 3-0.

Reno County Emergency Medical Services Chief Dave Johnston met with the Board to recommend a lease to purchase for both a new ambulance and remount of an additional ambulance. The lease option would allow for both ambulances to be acquired in 2021 while remaining within the authorized county budget. After a discussion of options **Mr. Sellers moved, seconded by Mr. Hirst,** to approve option one for a lease-purchase of the ambulances with an annual cost of \$71,686 for five-years. The total lease cost including interest was \$358,430.55. The motion was

approved by a roll call vote of 3-0. Mr. Sellers requested Chief Johnston redo the budget amount for 2022 sending the revised copy as soon as possible.

Solid Waste Management Director Megan Davidson updated the Board on general information and projects at the Landfill. She then recommended approval for resolution 2021-11; **A RESOLUTION PROVIDING A SCHEDULE OF FEES IN CONNECTION WITH SOLID WASTE DISPOSAL AND AMENDING RESOLUTION 2019-05**. She stated:

- 1) Residential fees would remain the same at \$96.00 per household unit.
- 2) Commercial and Industrial Businesses, Public Service and State Assessed Facilities would be \$106 per unit.
- 3) Implementing a Construction Demolition fee applicable to all residents and business entities. If separated upon delivery, a tipping fee at the rate of \$10 per ton and fractional portions thereof with a \$10 minimum per load. Mixed loads will be assessed a tipping fee at the rate of \$20 per ton and fractional portions thereof with a \$20 minimum per load. The tipping fee would be effective January 1, 2022 to be assessed on the 2021 ad valorem property tax statements.

Mr. Friesen believed the rates were still out of balance and Ms. Davidson stated that these rates were annually reviewed. Mr. Friesen suggested evaluating user fees starting in six months. **Mr. Friesen moved, seconded by Mr. Sellers,** to approve item 7Ei; resolution 2021-11 with the schedule of fees for Solid Waste as outlined by Ms. Davidson. The motion was approved by a roll call vote of 3-0.

At 10:45 the meeting recessed for five minutes.

The meeting reconvened with all Commissioners, County Administrator Randy Partington, and Minutes Clerk Cindy Martin, present.

Arts & Humanities Council Representatives Michelle Waln and Jim French made a summary presentation for 2020. Hutch Rec Executive Director Tony Finlay presented a budget 2022 letter requesting \$7,000 for HRAH (Hutchinson/Reno County Arts & Humanities).

Reno County Extension Horticulture Agent Pam Paulsen and Karl Koehn highlighted the Extension Office stating a new agent had been hired two weeks ago. She said they would like to remain status quo with the current allocation of \$365,000 for 2022.

Reno County 4-H Fair Treasurer Meghan Miller and President of Livestock Sale Committee Jason Stallman made an invitation to the 4-H fair events beginning on July 17th, 2021. They were requesting an increase from \$16,500 to \$20,000 due to higher prices charged to hold the fair at the Kansas State Fair grounds. Mr. Stallman explained the revenue and expenses of the sale profits.

Horizons Mental Health Chief Executive Officer Mike Garrett requested to maintain the funding allocation for CY2022 of \$452,025. He spoke about the challenge for them with uninsured patients and receiving their services at a discounted rate or free.

Reno County Museum Executive Director Michael Ables and Betty Taylor reviewed the 2020 budget. He recommended for FY2022 a total request of \$205,000 an increase of 3 percent over 2021. An additional \$15,000 for repairs to the Museum was figured in.

T.E.C.H. President/CEO Brenda Maxey and Vice President Kevin Hess made their allocation request for FY2022 of \$510,000 thanking the county for their 48-year partnership. She went over the services offered and spoke about the outreach team.

County Administrator Randy Partington made a recommendation for the Emergency Management Signage at a cost of \$11,496 to put the logo on the right-hand side of the LEC building and for Communication Specialist Laurie Moody to make directional signs for a not to exceed \$1,500 cost. There was a brief discussion on cost and the directional signage. **Mr. Hirst moved** to do the Emergency Management signage \$11,496 and the not to exceed directional signs for \$1,500. Mr. Sellers had abstained because of a conflict of interest. The motion failed for lack of a second. Mr. Friesen was not in favor of the cost.

Mr. Partington discussed the financial reports for 2021 stating that we are in good shape. The Board discussed the General Fund accounts and other revenues/expenditures.

Mr. Partington mentioned that monthly summary updates from all departments were in the agenda packet for review.

Emergency Management Director Adam Weishaar scheduled the District Fire Chiefs meeting at District #8 Yoder for May 19th to go over the strategic Plan and get their input.

Mr. Partington spoke about the American Rescue Plan Act Funds increasing some to \$12,042,385 dollars receiving fifty percent of it this week.

Commissioner Sellers commented on the department reports and he thought they were a good addition to the agenda and encouraged the public to get their COVID vaccine shots. He appreciated Mr. Dusty Tacha referring to Fire District #2 and looking at a long-term solution.

Commissioner Friesen echoed Mr. Sellers comments on a fire solution. He spoke about the funding requests for outside agencies and would like the County Administrator to look at what funding should look like for their amounts. Also, next year's outside funding line to show what the total budget is and show grant funding and for them to work harder on fundraising and obtaining grants.

Commissioner Hirst mentioned Sheriff Campbell graduated the new Sheriff's school. He thanked the citizens for their help financially for the Fox Theatre and stating they had good attendance for Riders in the Sky. He would like to take the opportunity with Fire Management to put together a pilot program speaking to the Farm Management Programs. On Mr. Friesen's comment, we can discuss what the Commission would want from outside agencies and not give Mr. Partington that responsibility, it should come from us.

At 11:50 a.m. the meeting adjourned until 9:00 a.m. Tuesday, May 25, 2021.

Approved:

Chair, Board of Reno County Commissioners

(ATTEST)

Reno County Clerk
cm

Date



**AGENDA
ITEM #06C**

AGENDA REQUEST

INFORMATION: Planning Case #2021-05 – A resolution approving a conditional use permit request by Jerad and Anna Woods to establish a personal training and fitness studio at 4516 N. Kent Road.
(From and Issue)

PRESENTED BY: Mark Vonachen – County Planner II

AGENDA DATE: 5/25/21

BACKGROUND Planning Commission recommended approval of the request by a 7-0 vote on April 15, 2021.

Board of County Commissioners approved of the request by a 3-0 vote on May 11, 2021.

This resolution journalizes the County Commissioners' decision.

ALTERNATIVE None

RECOMMENDATION Approval of the resolution

FISCAL IMPACT None

RESOLUTION 2021-

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR THE ESTABLISHMENT OF A PERSONAL TRAINING AND FITNESS
STUDIO ON A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 30, TOWNSHIP 22 SOUTH, RANGE 4 WEST OF THE 6TH P.M. IN
RENO COUNTY, KANSAS**

WHEREAS, Jerad and Anna Woods applied for a Conditional Use Permit to establish a personal training and fitness studio upon a defined parcel of land more particularly described as follows:

A tract located in the SW ¼ of Section 30, T22S, R4W of the 6th PM., in Reno County, Kansas as more fully described on that trustee's deed filed in Book 645 on page 103 of the Office of Reno County Register of Deeds on June 5, 2015 which is incorporated herein by reference as if more fully set out.

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

WHEREAS, the Reno County Planning Commission conducted a public hearing on the Application on April 15, 2021, following satisfaction of all notice requirements for such hearing as required by K.S.A. 12-757; and

WHEREAS, at the public hearing all interested parties in attendance were provided an opportunity to be heard; and the Reno County Planner presented a written report for the Conditional Use Permit dated April 8, 2021 which report, under the heading "FACTORS", included a discussion and applications to be considered when making land use decisions pursuant to Golden v. City of Overland Park, 224 Kan. 591. Additionally, the Reno County Planner presented a staff recommendation in support of the Application; and

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

WHEREAS, on May 11, 2021, the Reno County Commission at its regular public meeting received a Summary Report dated April 27, 2021, of the proceedings before the Reno County Planning Commission and the Planning Commission's recommendation of approval of the Conditional Use Permit with special conditions; and

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

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

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

APPROVED AND ADOPTED in regular session this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Ron Hirst, Chairman

Daniel P. Friesen, Vice-Chairman

Ron Sellers, Member

ATTEST:

Donna Patton, County Clerk

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

**AGENDA
ITEM #07B**

AGENDA DATE May 25, 2021

PRESENTED BY Karla Nichols, Director of Public Health
Also, in attendance - Karen Hammersmith, Megan Gottschalk, and Bethany Jantzen

AGENDA TOPIC Reno County Health Department – Annual Update

SUMMARY & BACKGROUND OF TOPIC

Reno County Health Department – Annual Update

ALL OPTIONS

N/A

RECOMMENDATION/REQUEST

N/A

POLICY / FISCAL IMPACT

N/A

Reno
County
Health Department



Covid-19 Dashboard Reno County Situation Report

- Developed relationship with Reno County Medical Collaborative
- Discussed vaccine distribution plan and administration
- Covid-19 Dashboard daily updates
- Started to distribute vaccine early January 2021
- Started vaccine data weekly updates

Reno County Case Totals

Updated 05/17/2021

- Positive Cases - 7,927
- Active Cases - 25
- Active Community Cases - 25
- Deaths - 141
- Deaths within the last 30 days - 2

Reno County Alert Levels

Updated 05/17/2021 – Current level: Low Alert

- New Normal – Cases are rare and contact tracing can be used to control the virus. Take everyday precautions.
- Low Alert – Moderate to low number of cases with most from a known source of exposure. Increase efforts to limit personal exposure.
- Moderate Alert – Many cases including community spread, with undetected cases likely. Limit everyday activities to increase safety.
- High Alert – Widespread outbreak that is growing with many undetected cases. Take strong measures to limit all contact.

Everyday precautions include the following mitigating measures of social distancing, washing hands frequently, wearing a mask, staying home when you are sick, and getting vaccinated.

Reno County Vaccine Data

Updated 05/12/2021

- # of Reno County Residents Receiving at least 1 dose of Vaccine = 22,710
- % of Reno County Residents Receiving at least 1 dose of Vaccine = 36.38%

Relaxed Mask Guidelines for Fully Vaccinated in Reno County

- **Reno County, Kan., May 14, 2021-** The CDC announced updated guidelines for individuals who have been fully vaccinated. Fully vaccinated people may resume activities without wearing a mask or social distancing, except where required by federal, state, or local rules and regulations, including local business and workplace guidance. The new guidance was based on results from three recently completed post-vaccine studies.
- The Reno County Health Department hopes this will spur more individuals to receive vaccinations. *“The new guidance will allow those fully vaccinated a bit more freedom, but we still only have 36 percent of our county residents vaccinated,”* states Reno County Health Department Director Karla Nichols. *“We really want to increase that percentage so we can keep numbers moving in the right direction.”*
- Fully vaccinated individuals are defined as those being more than 2 weeks removed from the second Pfizer or Moderna vaccine, or 2 weeks removed from the Johnson & Johnson single dose vaccine. If the above requirements are not met, regardless of age, a person is NOT considered fully vaccinated. These individuals are at higher risk for infection and transmission of COVID-19 and should continue using face coverings and social distancing. Additionally, these persons will need to quarantine if exposed to a positive COVID-19 individual. If a person has a weakened immune system, due to either disease or medical therapy, they may not be fully protected despite adequate vaccination. It is advised that these persons discuss their unique situation with their physician.
- All persons with COVID-19-like symptoms, regardless of immunization status, should get tested for COVID-19.
- If you have not been vaccinated yet, find available locations at vaccinefinder.org. The vaccine is FREE, regardless of citizen status or insurance, anywhere it is offered. For more information on the vaccine, visit www.renogov.org/741/COVID-19. To schedule a FREE ride to and from any of the vaccination sites, call RCAT at 620-694-2913.

Organizational Chart

- [Health Department Organizational Chart](#)

Strategic Direction Factors

- Reno County Strategic Plan – Board of Health
- Community Health Assessment (CHA) / Community Health Improvement Plan (CHIP)
- County Health Rankings from the Kansas Health Institute
- Ten Essential Public Health Services
- [Public Health Accreditation Board \(PHAB\)](#)

Reno County Health Department

Mission and Vision

- *Our Mission* is to Provide leadership to improve the health of Reno County Residents
- *Our Vision* is that Reno County residents are living long and healthy lives

Community Health Assessment (CHA)

Community Health Improvement Plan (CHIP)

- A community health needs assessment is a systematic process involving citizens of a community to identify and analyze community health needs. This data leads to the development of a plan to action to address the most pressing and important health issues.
- The CHIP identified two primary focuses: 1) Substance Misuse, 2) Mental Health.
- For Priority Area 1: Substance Misuse. Five goals were created to alleviate substance misuse issues by focusing on education, treatment, and recovery, healthcare providers, data collection and analysis, and the impact of opioids.
- For Priority Area 2: Mental Health. The goal is to support and encourage mental health awareness/care by working with community partners, reducing stigma, and improving access to mental health resources.

County Health Rankings – Reno County

Kansas Health Institute

[Reno County Health Rankings](#)

Ten Essential Public Health Services

Centers for Disease Control and Prevention

1. Assess and monitor population health status, factors that influence health, and community needs and assets
2. Investigate, diagnose, and address health problems and hazards affecting the population
3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it
4. Strengthen, support, and mobilize communities and partnerships to improve health
5. Create, champion, and implement policies, plans, and laws that impact health
6. Utilize legal and regulatory actions designed to improve and protect the public's health
7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy
8. Build and support a diverse and skilled public health workforce
9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement
10. Build and maintain a strong organizational infrastructure for public health

Thank You!

The Reno County Health Department would like to thank the Board of County Commissioners/Board of Health for your support!



AGENDA ITEM

**AGENDA
ITEM #07C**

AGENDA DATE May 25th, 2021

PRESENTED BY Don Brittain, Public Works Director

AGENDA TOPIC Agreement with the Kansas Department of Transportation for the construction of 69th Avenue Bridge 26.70 as part of the Off-System Bridge Program. The Bridge is located 2 miles North and 0.5 miles west of Willowbrook.

SUMMARY & BACKGROUND OF TOPIC

This Bridge was selected and approved by the Kansas Department of Transportation to be part of the Off-System Bridge Program. Replacing a narrow 6 span steel beam bridge built in 1959. Reno County's share of the construction is 20 percent, Kansas Department of Transportation is 80 percent, total estimated project cost \$ 896,774.00, Program Fiscal year 2022. An Agreement for Engineering Services with Kirkham Michael was approved and signed by the BOCC on April 13th, 2021.

ALL OPTIONS

Not replace Bridge

RECOMMENDATION/REQUEST

Approve and Sign.

POLICY / FISCAL IMPACT

Funds for Construction from 006 Special Bridge. County's 20 percent construction cost estimated at \$179,354.80.

PROJECT NO. 78 C-5116-01
STP-C511(122)
OFF SYSTEM BRIDGE PROGRAM
RENO COUNTY, KANSAS

AGREEMENT

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

RECITALS:

- A. The Secretary has authorized an off-system bridge replacement or rehabilitation project as a part of the Federal-aid Off System Bridge Program, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city and county bridges in the State of Kansas through the use of federal, state, and/or local funds, or a combination thereof.
- C. Under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance through Section 104 funds in the financing of the replacement or rehabilitation of Off-System Bridges, provided such work is required to be done in accordance with the laws of the State of Kansas and any applicable federal requirements.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

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

1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
3. “**Construction Contingency Items**” mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project
5. **“County”** means Reno County, Kansas, with its place of business at 206 W 1st Avenue, Hutchinson, KS 67501.
6. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
8. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
9. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
12. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
14. **“Off System Bridge”** means a highway bridge located on a public road, other than a bridge on a Federal-aid highway, or as otherwise defined by 23 U.S.C.A. § 133.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
16. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
17. **“Preliminary Engineering”** means pre-construction activities, including but not limited

to design work, generally performed by a consulting engineering firm that takes place before Letting.

18. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Secretary, being: **Bridge replacement of Bridge No. 000780747705580 located on W. 69th Avenue, 0.5 mile west and 2.0 miles north of Willow Brook, over Cow Creek in Reno County, Kansas**, and is the subject of this Agreement.
19. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
20. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
21. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change. The County must notify the Secretary if costs increase by 10% or more above the estimate.

Party	Responsibility
Secretary	80% of Total Actual Costs of Construction Engineering (CE) and Construction.
County	20% of Total Actual Costs of CE and Construction until Secretary’s funding limit is reached. 100% of Total Actual Costs of CE and Construction after Secretary’s funding limit is reached. 100% of Costs of Preliminary Engineering (PE), Right of Way (ROW), Utility Adjustments, and Non-Participating Costs.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the County, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the County.
3. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the County and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the County for negligent acts or omissions of the County or its authorized representatives or employees.
4. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

ARTICLE IV

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By his or her signature on this Agreement, the County certifies that the signatory has legal and actual authority as representative and agent for the County to enter into this Agreement. The County agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Design and Specifications.** The County shall be responsible to make or contract to have made Design Plans for the Project.
3. **Submission of Design Plans to Secretary.** Upon their completion, the County shall have the Design Plans submitted to the Secretary by a licensed professional engineer

attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

4. **Removal of Encroachments.** The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

5. **Future Encroachments.** Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project.

6. **Use of Right of Way.** The Secretary shall have the right to utilize County right of way and any land owned or controlled by the County as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. All right of way provided for the Project shall be used solely for public highway purposes.

7. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

8. **Audit.**

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

(b) Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the County will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the County for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

9. Utilities.

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

(b) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easement shall be borne by the County expect as provided by state and federal laws.

ARTICLE V

GENERAL PROVISIONS:

1. Incorporation of Design Plans. The final Design Plans for the Project are by this reference made a part of this Agreement.

2. Traffic Control. The Parties agree to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The Secretary shall determine in consultation with the County the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the County and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the County and the Secretary shall approve such revisions before they become effective.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized

by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.

3. **Local Ordinances.** The Secretary is not required to follow any local zoning ordinances in the Design Construction or Maintenance of the Project.

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

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

6. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The provisions found in the most current version of “Contractual Provisions Attachment (Form DA-146a),” which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.

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

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

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

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



Don Brittain, Public Works Director

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

COPY

ATTEST:

COUNTY CLERK (Date)

Kansas Department of Transportation
Secretary of Transportation

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

COPY

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Reno County FY2022 OS 69th Ave 26.70 Project Map
NBI #000780747705580

SALEM RD

JUSTUS RD

HIGH POINT RD

CENTENNIAL RD

NICKERSON RD

RIVERTON RD

HERREN RD

DEAN RD

SALLEE RD

WILSON RD

PENNINGTON RD

WOVOKA DR

GOLDEN ARROW DR

MONROE ST

PAGANICA PASS

PLUM ST

