



Ron Sellers  
District 1  
Vice-Chair

Ron Hirst  
District 2  
Member

Daniel P. Friesen  
District 3  
Chair

**Courthouse**  
206 W. 1st Avenue  
Hutchinson, KS 67501

# AGENDA

**Reno County Courthouse Commission Chambers**  
**206 W. 1st Avenue**  
**Tuesday, November 22, 2022, 9:00 AM**

1. **Call to Order**
2. **Pledge of Allegiance to the American Flag and Prayer**
3. **Welcome and Announcements by Commission Chair**
4. **Public Comment on Items not on the Agenda**  
*Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.*
5. **Determine Additions or Revisions to the Agenda**
6. **Consent Agenda**
  - 6A. Vouchers (bills or payments owed by the county or related taxing units).
  - 6B. Planning Case #2022-07 - A request by Wayne Kratzer (Applicant: Jon Lovett) for a conditional use permit to establish an RV and boat storage facility. The property is located at 25118 S. Willison Road which is at the northeast corner of S. Willison Road and E. Boundary Road.
  - 6C. Planning Case #2022-08 - A request by Merle & Gail Kroeker for a conditional use permit to establish a music and special event venue. The property is located at 6311 Old K-61 Highway North. The property is further described as being located on the west side of Old K-61 Highway North, approximately one-half mile south of the intersection of Old K-61 Highway North and E. 69th Avenue.
  - 6D. MOU with Prairie Star Health Center and the Reno County Sheriff's Office for inmates' dental care
  - 6E. Reno County Health Department (RCHD) is seeking approval to apply for the National Association of County & City Health Officials (NACCHO) Reducing Overdose through Community Approaches (ROCA) Mentorship Program Grant.
  - 6F. Reat pilot program purchase of a 2016 Champion low floor transport bus with 5,736 miles from Mobility Service Advisors, LLC 148 N. 90th RD. Culver, Kansas for \$93,094.20.
7. **Business Items**
  - 7A. Child Care Needs Assessment and Market Study
  - 7B. Clerk Annual Report
  - 7C. Register of Deeds Annual Report
  - 7D. Treasurer's Annual Report

- 7E. Authority to Award Contract to King Construction Inc., and the Commitment of County Funds of \$216,000.00 for the Construction of the 69th Ave Bridge 26.70 over the Cow Creek, located 0.5 mile West and 2.0 miles North of Willowbrook.
- 7F. Agreement for Preliminary Engineering (PE) Design Services by Consultant (Cost Plus Net Fee Agreement) for the High Risk Rural Roads Program for FY2024 (Signage Project). Kansas Department of Transportation Agreement No. 270-22, Project No. 78 C-5198-01. This Agreement is between Reno County, Kirkham Michael and the Kansas Department of Transportation for Kirkham Michael to provide preliminary engineering design services not to exceed \$123,681.71.
- 7G. Agreement between Reno County and JEO Consulting Group for Professional Services. JEO will prepare plans for the Woodie Seat Bridge Deck Repairs over the Arkansas River along with Construction Designer Services over the life of the project. The cost for services is \$69,450.00.

**8. County Administrator Report**

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

**9. County Commission Report/Comments**

**10. Executive Session**

- 10A. Executive Session for 30 minutes for privileged legal matters.

**11. Adjournment**



## AGENDA ITEM

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

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Mark Vonachen

**AGENDA TOPIC:**

Planning Case #2022-07 - A request by Wayne Kratzer (Applicant: Jon Lovett) for a conditional use permit to establish an RV and boat storage facility. The property is located at 25118 S. Willison Road which is at the northeast corner of S. Willison Road and E. Boundary Road.

**SUMMARY & BACKGROUND OF TOPIC:**

The property is approximately 54.83 acres of land located in the SW 1/4 - Section 20 - T26S, R4W in Sumner Township. The property is currently zoned AG - Agricultural District.

The applicant requests a conditional use for the purpose of establishing an indoor RV storage facility by constructing a 90-foot by 120-foot building. The building will be divided into 20 separate 12-foot by 45-foot stalls. Security cameras and exterior lighting around the building will be installed.

An office building related to the storage facility business is also proposed. The site plan measures the office building at approximately 16 feet by 30 feet. The purpose of the office building is to store paperwork related to the storage facility and the keys to the individual storage units. Three parking spaces will be located next to the office for the applicant and customers.

Customers will enter the property one-way through an existing culvert on S. Willison Road and exit one-way through another existing culvert on E. Boundary Road. Locking gates will be installed at the entrance to the property and the exit. The entrance gate will be set back at least 100 feet from the property line to allow longer vehicles, RV's and/or boats to pull all the way off of the road before entering the storage facility.

No auctions or sales will occur on the property unless it is for an item that is seized due to non-payment of the lease.

On October 20, 2022, the Planning Commission conducted a public hearing on this petition. At the

conclusion of the public hearing, the Planning Commission recommended approval of the request by a 5-1 vote based on the ten factors. The Planning Commission attached eight conditions of approval and also recommended granting a waiver of the paving and loading space requirements as requested by the owner.

**ALL OPTIONS:**

The County Commissioners may:

1. Approve of the request as recommended by the Planning Commission
2. Approve of the request and modify the Factors or conditions of approval
3. Deny the request
4. Return the request back to the Planning Commission with specific questions to be answered
5. Table the request for further review

**RECOMMENDATION / REQUEST:**

Consideration of the Planning Commission recommendation to approve of the conditional use permit request.

**POLICY / FISCAL IMPACT:**

None



**REZONING/CONDITIONAL USE PERMIT APPLICATION**

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

**AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.**

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

A. Applicant/Owner Wayne Kratzer

Mailing Address 2703 Malloy St Hutchinson KS 67502

Phone 714-746-4162 Email \_\_\_\_\_

B. Agent Jon Lovett

Mailing Address 2703 Malloy St Hutchinson KS 67502

Phone 620-960-0823 Email jlovett 7@hotmail.com

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

2. The applicant hereby requests

\_\_\_\_\_ A change of zoning from \_\_\_\_\_ to \_\_\_\_\_ .

A Conditional Use for the following: See attached description of RV storage facility

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
See attached legal description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



4. This property address is: 25118 S Willison Rd Mount Hope KS 67108

The general location is (use appropriate section):

A. At the NE (NW, NE, SW or SE) corner of South Willison (Road) and East Boundary (Road) or,

B. On the \_\_\_\_\_ (N, S, E, W) side of \_\_\_\_\_ (Road) between \_\_\_\_\_ (Road) and \_\_\_\_\_ (Road).

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

Attached

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

Wayne Krutger \_\_\_\_\_  
(Owner) (Owner)

By [Signature] \_\_\_\_\_ By \_\_\_\_\_  
Authorized Agent (if any) Authorized Agent (if any)

**OFFICE USE ONLY:**

Received by the Zoning Administrator, at 2:15 (A.M.) (P.M.) on this 26<sup>th</sup> day of August,  
2022, together with the appropriate fee of \$300.

Mark Vorobek / County Planner A  
Name and Title



Lovett Corner Storage  
25118 S Willison Rd  
Mount Hope, KS 67108



Plan of operation:

I am applying for a condition use permit for a storage facility at 25118 S Willison Rd Mount Hope, KS 67108. You would enter the property from Willison rd and exit the property onto Boundary rd as shown on the drawing. Renters would be provided a key to the gate and have 24 hr access. It will be a rock driveway and parking lot as well as rock floor inside the units. The entrance gate would be set back 100ft to accommodate RV's and large trailers to completely pull off the road before stopping to unlock the gate. The building would be 90ft x 120ft and able to accommodate 20 RVs inside a 12ft x 45ft unit. Each unit will have lockable overhead doors. The building would set 250 ft from Willison rd and 530 ft from Boundary rd. No outside storage will be permitted, only inside. There will be security cameras and lighting around exterior of the building. 24 hr on-site security will not be provided.

In addition to the storage facility, there will be an office just north of the west entrance to the property for the storage of paperwork and keys pertaining to the storage units. It will be 75ft from the property to the north, 125ft from Willison rd, and over 500ft from Boundary rd. It will have 3 parking stalls to the east of the office building, each being 9ftx19ft wide for myself and 2 potential customers. No sewer or wastewater system will be necessary for either the office or the storage unit. I will call on multiple license contractors to quote building the structure once the zoning has been approved. No auctions or sales will occur on the property unless it is a boat or RV that has been seized from the owner due to non-payment.

Trees around the build site would be cleared for construction. Additional bushes would be added along the curve to act as a natural fence and will not impede the view of traffic.

Jon Lovett



Lovett Corner Storage

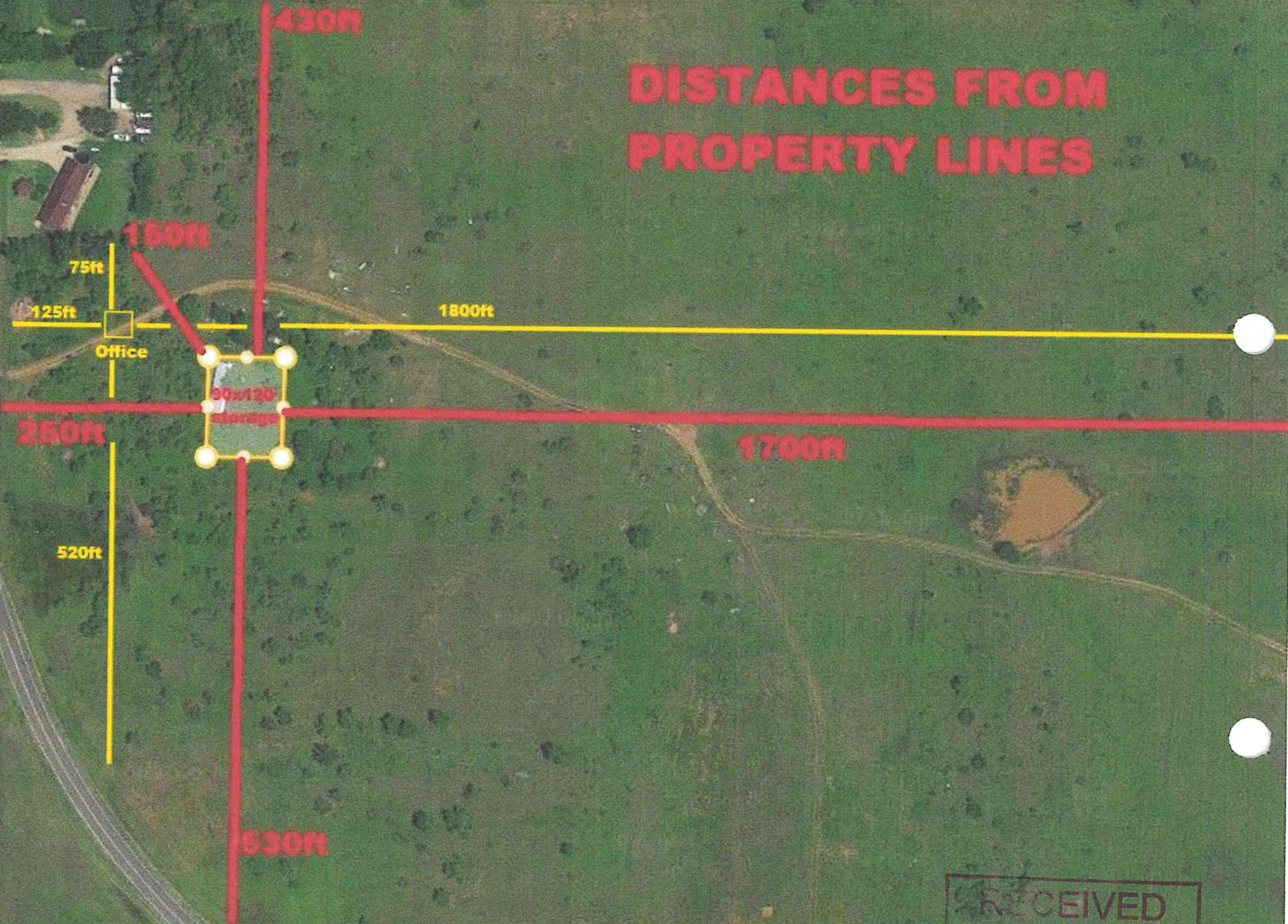
To whom it may concern,

I am requesting to waive the paving requirements and loading space requirement for my application of a storage facility.

Jon Lovett

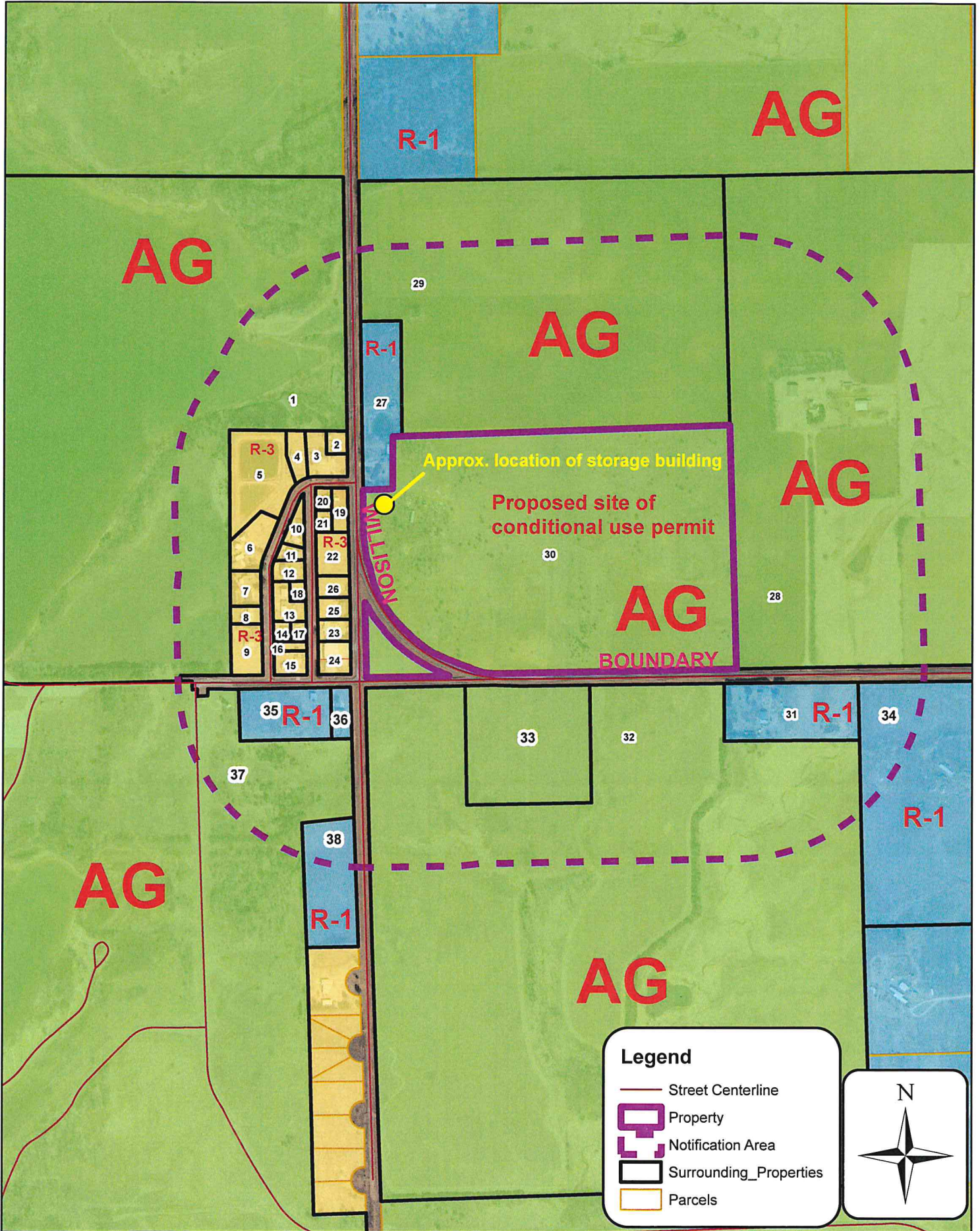


# DISTANCES FROM PROPERTY LINES



RECEIVED  
AUG 26 2022  
RENO COUNTY  
PUBLIC WORKS DEPT

# Property Ownership/Zoning Map Case #2022-07



Wayne Kratzer (Appl: Jon Lovett)  
Property Ownership List  
Case #2022-07

	A	B	C	D	E
1	PO#	PIN	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
2	1	2941904001001000	UNITED STATES OF AMERICA	512 SE 25TH AVE PRATT, KS 67124	00000 S WILLISON RD, Mount Hope, KS 67108
3	2	2941904001002000	HOWARD, TIMOTHY RAY	C/O THE BUGGY SHOP 1803 E 4TH AVE HUTCHINSON, KS 67501	00000 S WILLISON RD, Mount Hope, KS 67108
4	3	2941904001004000	HOWARD, TIMOTHY RAY	1803 E 4TH AVE HUTCHINSON, KS 67501	8814 E CEDARVIEW DR, Mount Hope, KS 67108
5	4	2941904001005000	HOWARD, TIMOTHY RAY & SELBEL, TIFFANY JO	1803 E 4TH AVE HUTCHINSON, KS 67501	00000 E CEDARVIEW DR, Mount Hope, KS 67108
6	5	2941904001006000	RENO COUNTY	C/O RENO COUNTY COMMISSIONERS 206 W 1ST AVE HUTCHINSON, KS 67501-5204	00000 S CEDARVIEW DR, Mount Hope, KS 67108
7	6	2941904001009000	WEBB, LARRY E & LINDA S	25209 S CEDARVIEW DR MT HOPE, KS 67108	25209 S CEDARVIEW DR, Mount Hope, KS 67108
8	7	2941904001010000	BYERS, JAMES L & W SUE	10378 N 281 HWY PRATT, KS 67124	25213 S CEDARVIEW DR, Mount Hope, KS 67108
9	8	2941904001012000	KIRBY, JIMMIE & KATHERINE IRREV TRUST	25303 S CEDARVIEW DR MT HOPE, KS 67108	25303 S CEDARVIEW DR, Mount Hope, KS 67108
10	9	2941904001013000	MEYER, JEROME J RE LIV TRUST & BARBARA H REV LIV TRUST	25307 S CEDARVIEW DR MOUNT HOPE, KS 67108	25307 S CEDARVIEW DR, Mount Hope, KS 67108
11	10	2941904002001000	WILLIAMS, CHARLES R	25208 S CEDARVIEW DR MT HOPE, KS 67108	25204 S CEDARVIEW DR, Mount Hope, KS 67108
12	11	2941904002002000	WILLIAMS, CHARLES R, Jr	25208 S CEDARVIEW DR MT HOPE, KS 67108	25208 S CEDARVIEW DR, Mount Hope, KS 67108
13	12	2941904002003000	APPELHANS, BOBBY J & DENISE A	PO BOX 201 VALLEY CENTER, KS 67147	25210 S CEDARVIEW DR, Mount Hope, KS 67108
14	13	2941904002005000	BELLAMY, CHARLES B & CONNIE L	25302 S CEDARVIEW DR MOUNT HOPE, KS 67108-9686	25302 S CEDARVIEW DR, Mount Hope, KS 67108
15	14	2941904002006000	MEYER, JEROME J REV TRUST & BARBARA H REV TRUST	C/O MEYER, CRAIG & CRYSTAL 25306 S CEDARVIEW DR MT HOPE, KS 67108-9672	25306 S CEDARVIEW DR, Mount Hope, KS 67108
16	15	2941904002007000	GRAHAM, KIMBERLY A	8802 E BOUNDARY RD MT HOPE, KS 67108	8802 E BOUNDARY RD, Mount Hope, KS 67108
17	16	2941904002007010	MEYER, CRAIG & CRISTAL & JEROME J REV LIV TRUST & MEYER, BARBARA H REV LIV TRUST	25306 S CEDARVIEW DR MT HOPE, KS 67108	00000 S CEDARVIEW DR, Mount Hope, KS 67108
18	17	2941904002008000	KLEMISH, JOHN W	25307 S WESTVIEW LN MOUNT HOPE, KS 67108	25307 S WESTVIEW LN, Mount Hope, KS 67108
19	18	2941904002009000	BELLAMY, CHARLES B & CONNIE L	25302 S CEDARVIEW DR MOUNT HOPE, KS 67108-9686	00000 S WESTVIEW LN, Mount Hope, KS 67108

Wayne Kratzer (Appl: Jon Lovett)  
Property Ownership List  
Case #2022-07

	A	B	C	D	E
20	19	2941904003001000	BRIDWELL, DANA L & DOUG P	4270 FRIEDA RD CHENEY, KS 67025	00000 S WILLISON RD, Mount Hope, KS 67108
21	20	2941904003002000	BRIDWELL, DANA L & DOUG P	4270 FRIEDA RD CHENEY, KS 67025	25112 S WESTVIEW LN, Mount Hope, KS 67108
22	21	2941904003003000	CAM INVESTMENT PROPERTIES LLC	1218 NORTH SHORE CT WICHITA, KS 67212	25202 S WESTVIEW LN, Mount Hope, KS 67108
23	22	2941904003004000	MARTIN, CHARLES B & KARA A LIV TRUST	601 E EASTWOOD DR ANDALE, KS 67001	25204 S WESTVIEW LN, Mount Hope, KS 67108
24	23	2941904003008000	SOBER, DARRELL & MARIE FAM TRUST	25306 S WESTVIEW LN MOUNT HOPE, KS 67108	25206 S WESTVIEW LN, Mount Hope, KS 67108
25	24	2941904003009000	CHENEY LAKE STORAGE LLC	1206 E PARALLEL RD HAVEN, KS 67543	25311 S WILLISON RD, Mount Hope, KS 67108
26	25	2941904003011000	BRANSON, ALICIA M & JAMES D	25303 S WILLISON RD MOUNT HOPE, KS 67108	25303 S WILLISON RD, Mount Hope, KS 67108
27	26	2941904003011010	BRANSON, ALICIA M & JAMES D	25303 S WILLISON RD MOUNT HOPE, KS 67108	25303 S WILLISON RD, Mount Hope, KS 67108
28	27	2942000000008000	FALK, JUSTIN R	25110 S WILLISON RD MT HOPE, KS 67108	25110 S WILLISON RD, Mount Hope, KS 67108
29	28	2942000000009000	GORGES, RUTH A	11528 W RYAN CIR WICHITA, KS 67205	9410 E BOUNDARY RD, Mount Hope, KS 67108
30	29	2942000000009010	HILGER, NEAL & KEITH	9406 E PRETTY PRAIRIE RD MT HOPE, KS 67108-9612	00000 S WILLISON RD, Mount Hope, KS 67108
31	30	2942000000009020	KRATZER, WAYNE	25118 S WILLISON RD MOUNT HOPE, KS 67108	25118 S WILLISON RD, Mount Hope, KS 67108
32	31	2992900000003000	LARSEN, BRIAN	9315 E BOUNDARY RD MT HOPE, KS 67108-9638	9315 E BOUNDARY RD, Mount Hope, KS 67108
33	32	2992900000004000	THEIS, STANLEY A & RICHARD R & GOODWIN, CATHERINE A	11917 E PARALLEL RD HAVEN, KS 67543	00000 E BOUNDARY RD, Mount Hope, KS 67108
34	33	2992900000004010	THEIS, EVAN	11917 E PARALLEL RD HAVEN, KS 67543	00000 E BOUNDARY RD, Mount Hope, KS 67108
35	34	2992900000007000	MARQUEZ, ALEJANDRO	2833 S 12TH AVE BROADVIEW, IL 60155	9519 E BOUNDARY RD, Mount Hope, KS 67108
36	35	2993000001001000	ERNST, CURT E & KENDRA	26206 S WORTHINGTON RD MT HOPE, KS 67108	00000 E BOUNDARY RD, Mount Hope, KS 67108
37	36	2993000001001010	LOVETT, JON & CHELSEA	2703 MALLOY ST HUTCHINSON, KS 67502	8815 E BOUNDARY RD, Mount Hope, KS 67108
38	37	2993000001002000	UNITED STATES OF AMERICA	512 SE 25TH AVE PRATT, KS 67124	00000 E BOUNDARY RD, Mount Hope, KS 67108
39	38	2993000001017000	HILGER, NORBERT M & MARTINA M LIV TRUST	9714 E PRETTY PRAIRIE RD MT HOPE, KS 67108-9641	00000 S WILLISON RD, Mount Hope, KS 67108



Public Works  
600 Scott Boulevard  
South Hutchinson, Kansas 67505  
620-694-2976  
Don Brittain, Director

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**Date:** November 2, 2022

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

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

**Subject:** Case #2022-07 – Wayne Kratzer (Applicant: Jon Lovett) Legal Description: Approximately 54.83 acres of land in the SW ¼ - Section 20 – T26S, R4W in Sumner Township and further described as PIN# 2942000000009020. The parcel is located at the northeast corner of S. Willison Road and E. Boundary Road. The address to the property is 25118 S. Willison Road.

**Who:** Owner: Wayne Kratzer (Applicant: Jon Lovett)  
25118 S. Willison Road, Mt. Hope, KS 67108.

**What:** This is a conditional use permit request to establish an indoor RV storage facility land use with a separate office building related to the RV storage building. The floodplain designation for the property is Zone X which is an area outside of the 500-year floodplain designation.

**Why:** The parcel is currently zoned AG – Agricultural District. The applicant requests a conditional use permit on the above identified land for the purpose of establishing an indoor storage facility. All proposed land use activities other than agricultural and single-family residential require a conditional use permit.

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

## **BACKGROUND**

The applicant requests a conditional use for the purpose of establishing an indoor RV storage facility by constructing a 90-foot by 120-foot building. The building will be divided into 20 separate 12-foot by 45-foot stalls. Security cameras and exterior lighting around the building will be installed.

An office building related to the storage facility business is also proposed. The site plan measures the office building at approximately 16 feet by 30 feet. The purpose of the office building is to store paperwork related to the storage facility and the keys to the individual storage units. Three parking spaces will be located next to the office for the applicant and customers.

Customers will enter the property one-way through an existing culvert on S. Willison Road and exit one-way through another existing culvert on E. Boundary Road. Locking gates will be installed at the entrance to the property and the exit. The entrance gate will be set back at least 100 feet from the property line to allow longer vehicles, RV's, and/or boats to pull all the way off of the road before entering the storage facility.

No wastewater system is proposed or planned at this time.

No auctions or sales will occur on the property unless it is for an item that is seized due to non-payment of the lease.

**SUMMARY OF APPLICABLE REQUIREMENTS FOR:  
A STORAGE UNIT FACILITY IN AN AG ZONING DISTRICT**

1. **Land Use Category**

This parcel is currently zoned AG – Agricultural District. All proposed land uses that are neither agricultural nor single family residential in nature require an approved conditional use permit.

2. **Yard Requirements – Article 13**

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

Front Yard: 50' from the property line

Side Yard: 30' from the property line

Rear Yard: 30' from the property line.

All proposed buildings shown on the site plan comply with the above minimum requirements.

3. **Performance Standards – Article 9**

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

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

- Light sources shall be controlled or hooded so that light is directed away from any adjoining residentially zoned property or public streets.

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

The zoning regulations do not require a minimum number of parking stalls. Each storage unit has adequate space for a vehicle to park and not be in the road right of way. The office building will have three parking stalls for the owner and customers.

The parcel is served by a paved road to the west and south. The owner proposes to add a rock driveway to access the building and a rock driveway to exit the facility.

Article 10-105(1) requires the parking spaces and driveways be paved since the industrial development is adjacent to a paved road.

The applicant has requested a written waiver of the paving requirements and can explain in detail at the public hearing the reasoning if necessary.

Designation of two off-street loading spaces is required also. The applicant has requested a waiver of this requirement and can explain in detail at the public hearing if necessary.

5. **Sign Requirements – Article 12**

According to the site plan submitted, no signs will be placed on the property.

No permit is required for any sign. However, any sign shall meet all applicable requirements of Article 12. Any future signs located at the intersection of two roads shall be reviewed by the Public Works Department for compliance with sight triangle requirements. Any electronic sign shall be reviewed by staff for compliance with the electronic sign regulations.

6. **Landscaping**

The county has no specific requirements in the zoning regulations regarding landscaping. However, under the conditional use permit review process, the Planning Commission can require landscaping, buffering, and screening be installed to lessen the impact of a development on a neighborhood. There is a residential subdivision with several houses to the west of the proposed storage facility.

The applicant proposes adding bushes along the curve of the road to help lessen the impact of this proposed development. The applicant indicates the bushes will not impede the view of traffic on the road. No other landscaping is shown on the site plan.

*Staff recommends the landscaping be installed as shown on the site plan.*



7. **Lighting**

The plan of operation states security cameras and lighting will be installed around the exterior of the building.

The site plan indicates security lights will be install on the west and east sides of the building only. No lights should be installed on the north side of the building due to a nearby residence.

Any lighting for the building shall be shielded so as not to go beyond the property boundary, shine on adjacent houses, or the roadway.

8. **Fencing**

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

The submitted site plan and plan of operation indicate a gate will be installed at the entryway and exit to the facility. The entryway gate on S. Willison Road will be set back 100 feet off of the road so large RV's, boats, etc., will not be stopped in the road right of way waiting for the gate to open.

There is an existing wire fence on the property boundary now. No new fence is proposed on the property or around the storage facility area.

9. **Height Limitations – Article 13**

There is no maximum height for a building in the AG zoning district.

**FACTORS**

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

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

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

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

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

- *To promote the health, safety, comfort, and general welfare of the citizens of Reno County, Kansas.* This property contains an old mobile home and other debris. The

applicant is attempting to re-vitalize this property so it is not a blight on the neighborhood.

- *To conserve good agricultural land and protect it from the intrusion of incompatible uses, but not to regulate or restrict the primary use of land for agricultural uses.* The storage building and office will be placed on a portion of the property not used for agricultural purposes.

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

To the north is a residential parcel zoned R-1 and agricultural land zoned AG.

To the east is agricultural land zoned AG.

To the south is agricultural land zoned AG.

To the west is Cheney Lake State Park zoned AG and a residential subdivision zoned R-3.

The proposed land use could be considered compatible with the area as another storage facility is located to the southwest in the residential subdivision. This proposed land use should have little daily impact on the neighborhood. Conditions of approval can also be implemented to lessen any potential impact on the neighborhood.

A storage unit facility will generate some additional traffic in the area however, it should not be a noticeable increase as this facility is located near an entrance to Cheney Lake State Park. A storage facility is not a type of land use this is visited by many people on a daily basis and doesn't generate a lot of additional traffic. The facility will also not have any outside storage so that should lessen any visual impacts in the area.

There are several mature trees and a six-foot privacy fence separating the residential property to the north. These features should help lessen the impact of this proposed land use.

Staff concludes the proposed land use could be considered compatible to other land uses in the surrounding neighborhood for the above reasons.

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

S. Willison Road is county-maintained asphalt road capable of handling large volumes of traffic. In reviewing the location of all improvements there should be adequate space to pull a vehicle and boat/RV fully onto the property without having to block the existing driving lane of the road.

The proposed exit to the facility is approximately 290 feet east of the start of the curve on S. Willison Road. The entrance and exit driveway culverts will be reviewed by Public Works to determine if they are adequate for the land use. Any new entrance will require compliance with the Public Works entrance policy.

This property is not located within the Cedar View Lodge Sewer District (Sewer District #1). No wastewater system will be installed for the office or the storage facility. Any new well requires a permit from the Health Department. There is adequate acreage to install a wastewater system should one be necessary in the future.

Staff concludes no undue burden will be placed on the existing transportation and service facilities if the conditional use permit is approved based on the above reasons.

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

Due to the increasing demand for storage units facilities housing RV's, boats, etc., this land use is necessary. Many communities are also placing stricter zoning regulations on the storage of these type of vehicles on residential properties. Due to small lot sizes within cities and the increasing size of RV's and boats, it is difficult, if not impossible, to store these vehicles on a lot in a city. This property is desirable for this type of land use due to its size and proximity to Cheney Lake

By approving this conditional use permit, the property should be cleaned up of the mobile home and debris. The area will benefit from a type of land use that is needed.

Staff concludes the proposed use is made necessary because of changing conditions in the area affected.

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

This parcel is not vacant. The parcel contains an old mobile home some debris, and a storage shed. No agricultural land will be affected if the land use is approved.

The applicant proposes to improve the appearance of the property and provide a land use that fulfills a need in the area.

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

This lot contains approximately 54 acres of land. There is adequate space available to place the buildings, provide any parking needs, and allow for any future expansion without the needs for a variance.

Should there be a need to install a wastewater system and/or well, there is adequate space for those systems.

Staff concludes the property is suitable for the proposed use.

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

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

Under the Socio-economic development goals, staff notes objective one is to promote the development of new businesses and the expansion of existing businesses to create job opportunities to attract new residents to the County and retain the youth.

Objective six states to promote business and industrial development consistent with the overall quality of life within Reno County, which would benefit the County's economy and not adversely affect the environment. Efforts should focus on supplementing business types already in existence within the County and promoting development of new business compatible with the established business and skill base within the County.

Within the goals for Land Use category, objective one ensures that further development occurs in a timely fashion and is adequately served by roads and other public facilities and services.

Objective three minimizes land use incompatibilities and ensures that adjacent developments are comparable in density and quality, thereby providing for a smooth transition between land uses.

Other objectives may not seem to be in favor of this application. However, when reviewing these and all other relevant objectives, staff concludes the application complies with the Comprehensive Plan.

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

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

- Approving the conditional use permit will assist the general public in providing additional storage unit opportunities for RV, boats, etc.
- This land use will permit customers to store and protect their investment in a secured location while adding an industrial/commercial land use to the tax base without causing a major detriment to the area.
- If the conditional use permit is denied, the owner still has use of the property as farmland, the placement of a single-family dwelling, or construction of farm/residential buildings. Other land uses may also be permitted by a conditional use permit.

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

Staff concludes if certain conditions are approved, this proposed storage facility and office should not adversely affect surrounding properties or the neighborhood.

There are several items associated with this application that are in place to avoid adversely affecting the surrounding properties. Those items are as follows:

- The entryway and exit will be gated to help deter unlawful entry to the property.
- The storage building will have lights and video cameras to aid in security.
- Each individual storage unit will also have a lock for added security.
- Landscaping bushes will be planted along the road to help provide a natural barrier.
- There will not be any outside storage of items that could make the property look unpleasant.
- No other business will occur on the property. Items stored on-site may occasionally be auctioned off on-site for citizens who fail to pay the rental fee.

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

There is an existing manufactured home on the property that received a zoning permit on January 30, 2013. No wastewater system was installed for this manufactured home but a well did receive a permit. On October 5, 2022, the Health Department will do a final inspection on the well to close the permit. Any updates on this inspection or other findings will be provided to the Planning Commission at the public hearing. The applicant should be asked at the public hearing what are the future plans for this manufactured home. Will it be removed from the property or will the owner complete the wastewater permitting process and utilize this manufactured home as a residence?

There is an existing shed located on the property next to S. Willison Road. No permit was issued for this shed. The applicant should be asked at the public hearing what is the purpose of this shed and when a permit application will be filed with the Planning Department. It appears the shed location does not comply with the current setback requirement of 50-feet off of the road right-of-way of S. Willison Road.

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

**STAFF RECOMMENDATION:**

Staff recommends **APPROVAL** of this request for a conditional use permit to establish an indoor RV storage facility and related office building by constructing a 90' x 120' storage building, an approximately 15' x 30' office building, and granting the waivers for paving and loading spaces on land zoned AG based on the following factors and conditions:

1. Whether approval of the Conditional Use would be consistent with the intent and purpose of these regulations.
2. Whether the location of the proposed use is compatible to other land uses in the surrounding neighborhood.

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

Staff recommends the following conditions of approval:

1. Approve as per submitted site plan dated August 26, 2022.
2. Outside lighting shall be shielded and directed on the site and not go beyond the property boundaries.
3. No general public sales are permitted from the storage facility. No business activities other than specified in the plan of operation may be conducted from the storage facility. The sale of items within a specific storage unit(s) by the owner due to non-compliance with the lease agreement is a permitted activity on the property.
4. No outside storage of items associated with the storage facility business is permitted.
5. The washing of storage unit items is prohibited without a review by the Health Department and other applicable state and/or Federal agencies.
6. Applicant shall remove from the property the existing shed or obtain a zoning permit for the existing shed prior to the Conditional Use Permit Resolution being published in the newspaper.
7. Applicant shall meet all applicable Federal, state, and local regulations.
8. Reno County reserves the right to rescind this conditional use upon any violation of County Regulations, conditions governing this approval, or require a review of the conditional use permit for uses of the parcel that may not be consistent with the approval.

Staff sent letters to 29 different property owners. Two people responded in favor of the application. One person responded against the application.

The County Commission may make a motion to:

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

On October 20, 2022, the Reno County Planning Commission conducted a public hearing on this petition.

Jon Lovett, 2703 Malloy Street, Hutchinson, KS 67502 stated he has applied for a conditional use permit for RV and boat storage at 25118 S. Willison Road. The building will be located 250 feet east of S. Willison Road, 500 feet from E. Boundary Road, and 150 feet from the nearest property line. The proposed office building will sit 125 feet off of S. Willison Road and 75 feet from the nearest property line.

Mr. Lovett believes this location is far enough back so it will not interfere with the line of sight along the curve of the road. He intends to leave as many of the trees around the building area as possible for screening purposes and possibly add more trees in the future.

The building will be for inside storage only. No outside storage. The building will have security cameras and gates. The gate will be setback 100 feet off of Willison Road so vehicles and RV's can pull entirely off of the road without impeding traffic.

Chairman Goertzen questioned if the office will be manned and what is the purpose.

Mr. Lovett responded no. The purpose is for paperwork.

Commissioner Macklin asked if it will be a separate building or within the storage building.

Mr. Lovett said it will be a separate building.

Commissioner strand asked about the existing building that doesn't meet the setback requirements.

Mr. Lovett noted the building will be removed from the property. It was already on the property when they purchased the property.

Mr. Lovett noted for the record there is a current storage building at the corner of Boundary Road and Willison Road. That use has not caused any traffic flow or theft issues in the area. This is about 600 feet south of where his proposed storage building will be located.

Vonachen asked Mr. Lovett if the existing manufactured home will also be removed from the property.

Mr. Lovett said yes it will be removed. The location of the manufactured home is actually the location of the proposed storage building.

Vonachen also questioned if there is a wastewater system on the property.

Mr. Lovett said no.

Chairman Goertzen asked if a well was drilled.

Mr. Lovett said the previous owner drilled a well for agricultural purposes.

Commissioner Seltzer asked if he will be using the well and if not, will it be properly plugged.

Mr. Lovett said he will not be using the well. He has had the Health Department out there and they requested some maintenance on the well to bring it up to the current code.

Vice-Chairman Martin asked if the building will be completely enclosed with doors.

Mr. Lovett said yes.

Vonachen presented the staff report and showed slides of the area.

Commissioner Seltzer asked if there is adequate drive space for people to maneuver these 40' RV's and boats and trucks.

Vonachen said his site plan was drawn to scale so it was determined there will be adequate space behind the facility.

Chairman Goertzen questioned Don Brittain, Director of Public Works, if both driveways have an adequate culvert for the length of vehicles turning into the property.

Mr. Brittain said the culverts are probably not adequate for right now. If one of the culverts has to be moved or extended, that will require a permit from the Public Works Department. The applicant will be responsible for paying for the improvements. He will ensure they culverts are adequate before he approves the permit.

Vonachen added that since the entire 54-acre parcel was noticed, the Commission has the right to require the building be relocated if so desired.

Vice-Chairman Martin confirmed with staff the property is zoned AG. He then asked if the owner has the ability to construct a building of this size for his own personal use.

Vonachen said yes. If the building is used for agricultural purposes, it would be exempt from zoning and as long as he is 50-feet off the road right of way he can place the building anywhere. All that is required is a no fee zoning permit and an agricultural exemption certificate. If the building is used for residential purposes, he has to be 10-feet off the property line.

Commissioner Jorns asked about the wastewater system and well.

Vonachen responded by saying that a permitted well is on the property but no wastewater system was ever installed for the mobile home. There is adequate room for a wastewater system or another well should the owner desire to install one in the future.

After the staff report, Chairman Goertzen invited audience members to address the Planning Commission.

Tim Howard, 8814 E. Cedarview Drive, Mt. Hope, KS 67108, purchased his home in 1989. He is 300 feet from where this building is being constructed. He is upset that there is going to be a building out his front window and is concerned the County is even considering this proposal. On the east side of Cheney Lake there are five storage facilities. He is concerned people will use his



driveway to pull in and turn around to enter the facility. This facility will increase the traffic in the neighborhood. Mr. Howard is also concerned about property values. RV's and boats usually come from cities which have ordinances against parking these items on a city property. Eventually these items will be parked outside the building. He does not want the lights from this facility shining on his house. Mr. Howard is concerned about the notification requirements. He did not know a residential subdivision was proposed a half mile up the road he travels down four times a day.

Keith Engweiler, 8710 E. Silver Lake Road, Haven, KS 67543 agrees with Mr. Howard that he had no idea about this proposal. The County is starting to allow too many businesses too close to the lake. In his opinion, this area was intended to be a wildlife area and preserve. He hopes we are not looking at opening up all the free area around the lake to be done with as people please and see fit.

Shelby Hendrickson, 22705 S. Willison Road, Haven, KS 67543, stated this is the first time she is hearing about this proposal. She agrees with Mr. Howard's statement that if you own any property in the rural area of the county you can do what you want with it as long as you go through the motions and paperwork to get it. It doesn't seem like anyone values the opinions of the public and the residents who work hard to maintain their rural properties. Ms. Hendrickson understands Mr. Lovett's expectations that there is a need for boat and RV storage. She is frustrated that their voices don't seem to matter. Consideration should be given the impact this land use could have on people living out there already.

Jerry Metcalf, 9215 E. Silver Lake Road, Haven, KS 67543, has a safety concern regarding the trees along the inside of the curve of the road. Coming from the north, how far can you see along the curve if someone is driving a 50-to 60-foot-long vehicle and RV. People may not be able to see people entering and exiting the facility.

Mr. Brittain said no trees or bushes would be permitted along the road that would cause a sight distance issue. If there was an issue the trees or bushes would be removed.

Paul Hendrickson, 22705 S. Willison Road, Haven, KS 67543 questioned at what point does public opinion matter. It doesn't seem the amount of feedback has much sway in the Board's decision.

Mr. Brittain responded by stating the public's opinion matters a lot. It is difficult for some of these people to make these decisions. This committee has made some big decisions denying proposals that affect Reno County. You are being heard right now and you don't know the decision of the Board yet. To say the public's voice has not been heard by this Planning and Zoning Commission is incorrect.

Angela Valentine-Rohlman, 9317 E. Silver Lake Road, Haven, KS 67543, no disrespect to Mr. Brittain but she does not feel heard at all. The majority of landowners around the Renwick Subdivision did not want this subdivision but they don't feel like they were heard at all.

Shelby Hendrickson questioned if this facility will be 24-hour access or will there be time limitations.

Chairman Goertzen asked the applicant and staff for any rebuttal statements.

Mr. Lovett address the trees. When he acquired the property 1.5 years ago the first thing he did was cut some of the trees down because of the line-of-sight issues. The bushes in the site plan are small and not intended to be tall and impede the line of sight.

He does operate Cheney Lake Party Cove and donates hundreds of hours to help clean up the lake. He indicates many people are looking for more places to store RV's and boats.

There will be a key-pad providing 24-hour access to the facility. With the other facility across the road from his house, most people get their boat out in the morning and the boat is put away 30 minutes after dark. In 2-years he has not seen anyone go in overnight to access that facility.

Commissioner Seltzer asked if Mr. Lovett has considered the feasibility of re-locating the facility to the entrance on Boundary Road.

Mr. Lovett responded that it was considered but through discussions with staff, it was determined that both entrances were far enough away from the curve that either one would be safe to pull in or out of. The one on S. Willison Road seem to be the one with the most direct access off of the road.

Commissioner Seltzer said that with the opposition to the location of the building that maybe could have been mitigated with moving the building.

Vonachen did not provide any rebuttal statements.

Vice-Chairman Martin asked Mr. Lovett to go to the TV monitor and indicate which trees around the facility will remain.

Mr. Lovett indicated there will be a 60-foot access area around the building. He intends to leave everything outside of that 60-foot area.

Commissioner Macklin questioned what color the building will be and what will the outside material of the building be made of.

Mr. Lovett stated it will be a steel metal building and charcoal in color.

Commissioner Macklin asked if the lights will be on all night.

Mr. Lovett said yes. The lights will be on from dusk to dawn. He intends to have down lighting not spotlights. Spotlights cast light outward. There are 4 spotlights on the east side of Cheney Lake storage that cast light outward. He lives and exists in this area so he has great interest in making this user-friendly for everybody.

Chairman Goertzen asked why Mr. Lovett chose the entrance and location of the building off of S. Willison Road instead of E. Boundary Road.

Mr. Lovett stated he does not know but maybe it is because he lives in Hutchinson and comes from that direction. The gate shown in the photograph is non-functional. New gates will be constructed for this proposal. That existing gate is how Mr. Lovett accesses the property.

Commissioner Jorns questioned if the present use of the property is agriculture.

Mr. Lovett said yes but cows have not been out there since February.

Commission Jorns asked if the land will be vacant except for the building.

Mr. Lovett said correct.

Jerry Metcalf questioned the applicant on how he will maintain the property if he does not have cattle on there to consume the grass.

Mr. Lovett said he has a tractor and will mow the grass.

Vice-Chairman Martin questioned if the applicant has any concerns about locating the building down to the southeast portion of the property.

Mr. Lovett responded by saying he wouldn't necessarily have a problem moving the building but it will be more visible in that area of the property because there are less trees. In its current location, the building will have the best screening.

Mr. Lovett added that both of the buildings are set back out of the line of sight from the residence to the north.

Chairman Goertzen closed the public hearing.

Commissioner Macklin questioned staff if there were items that were cleared up with the applicant after you had discussions with him or are there items that did not get cleared up.

Vonachen responded we had a lot of discussion on the layout of the proposal prior to the submittal. We discussed screening, location of the building, lighting, access, and how far the driveways are from the curve. This is ultimately Mr. Lovett's application and he can choose to propose what he wants. Some of the suggestions Mr. Lovett accepted and some he rejected.

The Planning Commission had no further comments or concerns regarding the proposal.

**Commissioner Macklin moved that Case Number 2022-07, the request by Wayne Kratzer (Applicant: Jon Lovett) requesting a conditional use permit from the Reno County Zoning Regulations to establish an indoor storage facility and related office on land zoned AG – Agricultural District be approved based on the ten factors and eight conditions listed in the staff report and as heard at this public hearing. Commissioner Macklin further moved to grant a waiver of the paving and loading space requirements as requested by the owner; seconded by Commissioner Strand. The motion passed by a 5-1 vote (Yes: Strand, Seltzer, Macklin, Jorns, and Martin, No: Goertzen).**

**Chairman Goertzen voted no because he believes the building should be place in a different location on the property.**

**ACTION REQUIRED:**

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

**ATTACHMENTS**

Application

Comments

Zoning and property ownership map

Site plan



**Comments**  
**Wayne Kratzer (Appl: Jon Lovett)**  
**Case #2022-07**

**RENO COUNTY DEPARTMENTS**

Reno County Health Department – Darcy Basye  
See included comments

**OTHER AGENCIES**

None

**WRITTEN PUBLIC COMMENTS – IN FAVOR OF THE PETITION**

**Bobby & Denise Appelhans, 25210 S. Cedarview Drive, Property Owner #12**

In regards to case #2022-07, we do not have any issues with another storage building in our neighborhood. The current storage building has not caused any problems. In fact, it could result in more usage on this side of the lake and possibly prompt the KDWP to update and repair Mr. D's boat ramp!

**James & Alicia Branson, 25303 S. Willison Road, Property Owner 25 & 26**

I recieved a letter about the hearing for the Lovett project directly across the street from my home at 25118 S. Willison rd. I keep hearing rumors of some of my neighbors complaining and sending hateful letters and such. I just wanted you to know I think it's a great idea for him to build a storage facility there. It's the perfect location for something of that nature and a chance for Mr. Lovett to build a business to make some extra money that he will undoubtedly put back into our lake and community. He has already shown, with some of his previous endeavors, that he is here to help this lake community in other ways by bringing in people who bring in revenue to the park and marina. I think this is a great idea and I support him in his efforts to bring more revenue to the area. It's ridiculous to think that A boat storage facility right next door to a lake would be bad for a lakeside community.

Thanks

Jamey Branson / Owner  
Pinelux Exteriors LLC  
<https://www.pinelux.com>  
[Jb1@pinelux.com](mailto:Jb1@pinelux.com)  
316-202-6521

**WRITTEN PUBLIC COMMENTS – NEUTRAL ON THE PETITON**

None

**WRITTEN PUBLIC COMMENTS – AGAINST THE PETITION**

**Charlie Martin, 25204 S. Westview Lane, Property Owner 22**

Mark, I was planning to attend tomorrow's meeting about the proposed conditional use permit for Jon Lovett/Wayne Kratzer to erect a 90' by 120' building. I now have a business meeting and will not be able to attend in person.

I am not in favor of the special use permit for this building. I live across from the proposed site and this is a residential area and not a commercial area. When I applied for our building permit almost 2 years ago, it was emphasized to me that any building in the area would need to have living quarters. We have built our building to fit in with the rest of the houses and spent more money to add eaves and a large porch around the corner of the building to help be a part of the neighborhood. A commercial building across the street from us does not meet the current code. We object to the proposal.

We also own 3 other empty lots adjacent to our shouse. When we spoke with Reno County about using portions of these lots for storage buildings, we were told that is not possible unless the building was smaller than a certain square footage. If the proposed special use permit is granted, I can see others seeking special use permits in other areas for the same reason. This would not be good for the residential houses in the area. If you say yes to one project, how will you be able to say No to other projects? I feel it is best to not allow the special use permits anywhere since this is a residential area.

Also, where the proposed building is, is already a dangerous intersection. That portion of the road has a curve that many people use and there is a blind spot for the people coming around the curve. To put the building driveway in that area, will make the intersection even more dangerous as there would be slow moving vehicles making the turn into the proposed driveway.

Thank you for your time. If needed, you can reach me at 316-444-2225.

RENO CO HEALTH DEPT

209 West 2nd, Hutchinson, KS 67501-5232 phone 620-694-2900 fax 620-694-2901

ENVIRONMENTAL ASSESSMENT - WASTEWATER



Property Address: 25118 S Willison Rd. City/State/Zip: Mt. Hope KS 67108 PID#: 294200000009020  
 Owner: Wayne Kratzer (owner)/ Jon Lovett (rep) Phone/Email: \_\_\_\_\_  
 Special Instructions: \_\_\_\_\_  
 Initial Inspection  Follow-up Inspection Visit Number \_\_\_\_\_  Trip charge applied  Office Review Only  
 Re-inspection Required Date: \_\_\_\_\_ Zoning Permit/Case #: 2022-07 and future building permits

---

Existing System?  Y  N System Type\*: \_\_\_\_\_  
 Installation date: \_\_\_\_\_ Location: \_\_\_\_\_  
 Code Violations observed: \_\_\_\_\_

RECEIVED

OCT 04 2022

RENO COUNTY  
PUBLIC WORKS DEPT

Corrective Actions: \_\_\_\_\_

System is not currently in use. No evidence of sanitation code violations relating to the operation/functioning of the wastewater system. However, sanitation code violations may become apparent upon occupancy of house and use of system.

\*Enhanced Treatment Systems are required to be inspected annually from the date of installation. A copy of the inspection report and documentation of any repairs indicated on the inspection is to be filed with the Health Department within 60 days of the anniversary date listed below.  
 The next inspection for this property is due on: \_\_\_\_\_

Setback Issues: none identified via office review

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**Reserve area is required as a potential location to replace existing lateral field in the event of failure**

Reserve Area Identified:  Y  N \_\_\_\_\_  
 Where: \_\_\_\_\_  
 Any Limitations: A site evaluation and soil profile would reveal site limitations.

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Comments: Based on applicants information provided the Environmental Section would only comment, if a wastewater system is needed in the future please contact the Environmental Section to start the permit process. More information can be found at: <https://www.renogov.org/660/Septic-Systems-Enhanced-Treatment-Lagoon>

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Profile Pit  Y  N  N/A Scheduled Appointment: \_\_\_\_\_  
 Handouts Given: see website

Field Inspections are limited to an observation of the ground for evidence of surfacing sewage and other obvious visual indicators of system failure and violations of the Reno County Sanitation Code. This inspector cannot verify the condition, age, life expectancy, or functionality of the system. In the event any party desires further assurances with respect to this wastewater treatment system's present condition or future serviceability, a licensed wastewater installer should be consulted.

Signature: \_\_\_\_\_ 10-3-2022  
Environmental Health Specialist Date

Reno County Staff are able to evaluate each site for minimal code compliance; staff are not able to select, or provider personal input, on wastewater systems, wells, mortgage inspections, or other Environmental Health issues.

RENO COUNTY HEALTH DEPARTMENT

209 West 2nd, Hutchinson, KS 67501-5232 phone 620-694-2900 fax 620-694-2901

ENVIRONMENTAL ASSESSMENT - WELL WATER



Property Address: 25118 S Willison Rd. City/State/Zip: Mt. Hope KS 67108 PID#: 2942000000009020

Owner: Wayne Kratzer (owner)/ Jon Lovett (rep) Phone/Email:

Special Instructions:

Initial Inspection Follow-up Inspection Visit Number Trip Charge Applied Office Review Only

Re-inspection Required Date:

Existing System? Y N

Zoning Permit/Case 2022-07 and future building permits

Domestic Drinking Water Well / Domestic Irrigation/Livestock Well
Code Violations: well permit has expired as of 2-8-2014
Corrective Actions: Owner has made an appt with staff on 10-5-2022 for a well final inspection.
Est. distance well to: Septic tank Lateral field Other
Location:
Well Cap: Sanitary seal: Vented:
Well Casing: >=12" above grade: Intact:
Conduit Adequate: Pump Type:
\*Water well casing alterations may only be completed by the property owner or a water well contractor.

Setbacks: none identified per office review

Setbacks in compliance with code Setbacks not in compliance with code

Comments: Based on a review of the site plan, file and application the proposed office and boat storage will not interfere with the well location. Owner's rep has a final inspection of the well scheduled to conclude the permit process. Well may be used for private domestic purposes. See Sanitation code for limitations of use. If another well is needed in the future, please contact the Environmental Staff to start the permit process. More information can be found at: https://www.renogov.org/659/Water-Wells

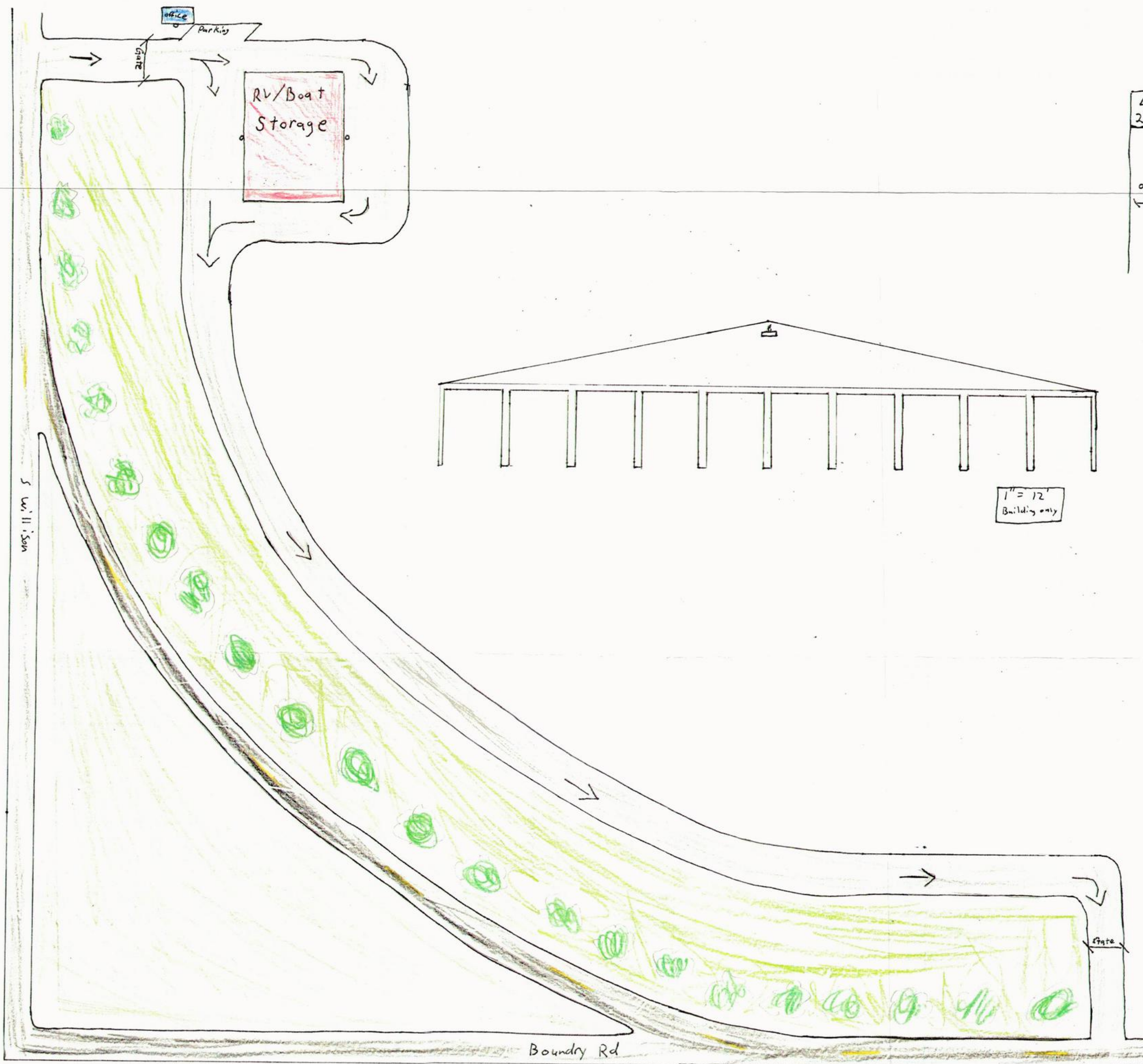
Handouts Given: see website

No inspection was made of below grade components. No representative of the Health Dept. is qualified to test or analyze water samples. The above stated water sample results were obtained from an independent laboratory. Reno County offers no opinion concerning the suitability of the water sampled for domestic consumption, except as to the test results provided on the date sampled. A more comprehensive test may demonstrate the presence of other undesirable elements. \*Water well casing alterations may only be completed by the property owner or a water well contractor.

Reno County Staff are able to evaluate each site for minimal code compliance; staff are not able to select, or provide personal input, on wastewater systems, wells, mortgage inspections, or other Environmental Health issues.

Signature: [Signature] Date: 10-3-2022
Environmental Health Specialist
F/Masters/EH/EnvironmentalAssessmentWaterWell 08/17





Lovett Corner RV & Boat Storage  
 21 July 22  
 Scale 1" = 60'  
 60'  
 30'  
 o Security Lights  
 → Gate

1" = 12'  
 Building only

Williamson

Boundary Rd



## AGENDA ITEM

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

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Mark Vonachen

**AGENDA TOPIC:**

Planning Case #2022-08 - A request by Merle & Gail Kroeker for a conditional use permit to establish a music and special event venue. The property is located at 6311 Old K-61 Highway North. The property is further described as being located on the west side of Old K-61 Highway North, approximately one-half mile south of the intersection of Old K-61 Highway North and E. 69th Avenue.

**SUMMARY & BACKGROUND OF TOPIC:**

The property is approximately 3.48 acres of land located in the NW 1/4 - Section 22 - T22S, R5W in Medora Township. The property is currently zoned R-1 - Rural Residential Zoning District.

The owners request a conditional use permit for the purpose of establishing a music and special event venue. The property is currently in violation of the Reno County Resolution which governs the requirement to obtain a zoning permit for any building over 120 square feet in size. The venue building is currently constructed without a zoning permit. The owners are attempting to bring the property into compliance with the zoning regulations by applying for a conditional use permit. If the conditional use permit is approved, a zoning permit will be issued for the building and the zoning violation closed.

This property used to contain a building used as a restaurant. The restaurant caught fire many years ago and all that was left on the property were a couple of the outer walls.

The owners state the property will be used primarily for music concerts, weddings, graduation parties, car shows, motorcycle shows, reunions, and charity events.

There are no set hours of operation. The venue would be used primarily on Friday and Saturday between 10am and midnight. Music concerts will end around 11pm. Outside events with music will also end at 11pm. Any event held between Sunday and Thursday will end at 11 pm with music ending at 10pm. Special holiday events such as New Year's Eve parties will have an ending time of 1am.

The owners indicate there is currently a border fence around the property. The venue will have a fence around the outdoor patio area to prevent visitors from moving elsewhere on the property.

The existing permanent pavement will be used as the main parking lot. An overflow parking area has been designated on the site plan. The owners request a waiver of the paving requirement for this parking lot area.

One sign will be installed northeast of the existing driveway. The sign will have lights. Other signs may be on the property. These signs will be located away from the existing road.

The Planning Commission conducted a public hearing on October 20, 2022. After the close of the public hearing, the Planning Commission recommended approval of the request by a 5-0 vote based on the ten factors. The Planning Commission recommended eight conditions of approval and also recommended granting a waiver from the paving requirement for the overflow parking area as requested by the owner.

**ALL OPTIONS:**

The County Commissioners may:

1. Approve of the request as recommended by the Planning Commission
2. Approve of the request and modify the Factors or conditions of approval
3. Deny the request
4. Return the request back to the Planning Commission with specific questions to be answered
5. Table the request for further review

**RECOMMENDATION / REQUEST:**

Consideration of the Planning Commission recommendation to approve of the conditional use permit request.

**POLICY / FISCAL IMPACT:**

None



**REZONING/CONDITIONAL USE PERMIT APPLICATION**

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

**AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.**

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

A. Applicant/Owner

Mailing Address

Phone  Email

B. Agent

Mailing Address

Phone  Email

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

- 2. The applicant hereby requests

A change of zoning from  to .  
 A Conditional Use for the following:

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





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

*Muelb Shook*

(Owner)

*David W. Cooper*

(Owner)

By *N/A*

Authorized Agent (if any)

By *N/A*

Authorized Agent (if any)

**OFFICE USE ONLY:**

Received by the Zoning Administrator, at 3:30 (A.M.) (P.M.) on this 26<sup>th</sup> day of August, 2022, together with the appropriate fee of \$300.

*Moh Voreck / County Planner II*

Name and Title

MERLE AND GAIL KROEKER

6311 N OLD K61 HYW

MUSIC/EVENT VENUE

Proposed use details:

Property to be used primarily for music concerts, weddings, graduation parties, car shows, motorcycle shows, reunions, charity events.

Although there are no set hours of operation the property would be used primarily on Friday and Saturday between the hours of 10:00 am and 12:00 midnight with music ending at approximately 11:00 pm on these evenings. Any Outside events held will also have music ending by 11:00 pm. Any events held on Sunday through Thursday would have an ending time of approximately 11:00 pm with any music on these evenings to quit at approximately 10:00 pm. Special holiday events such as New Year's Eve would have a special ending time of approximately 1:00 am.

In addition to the current fencing that borders the property we will fence off the outdoor patio area to contain patrons attending events.

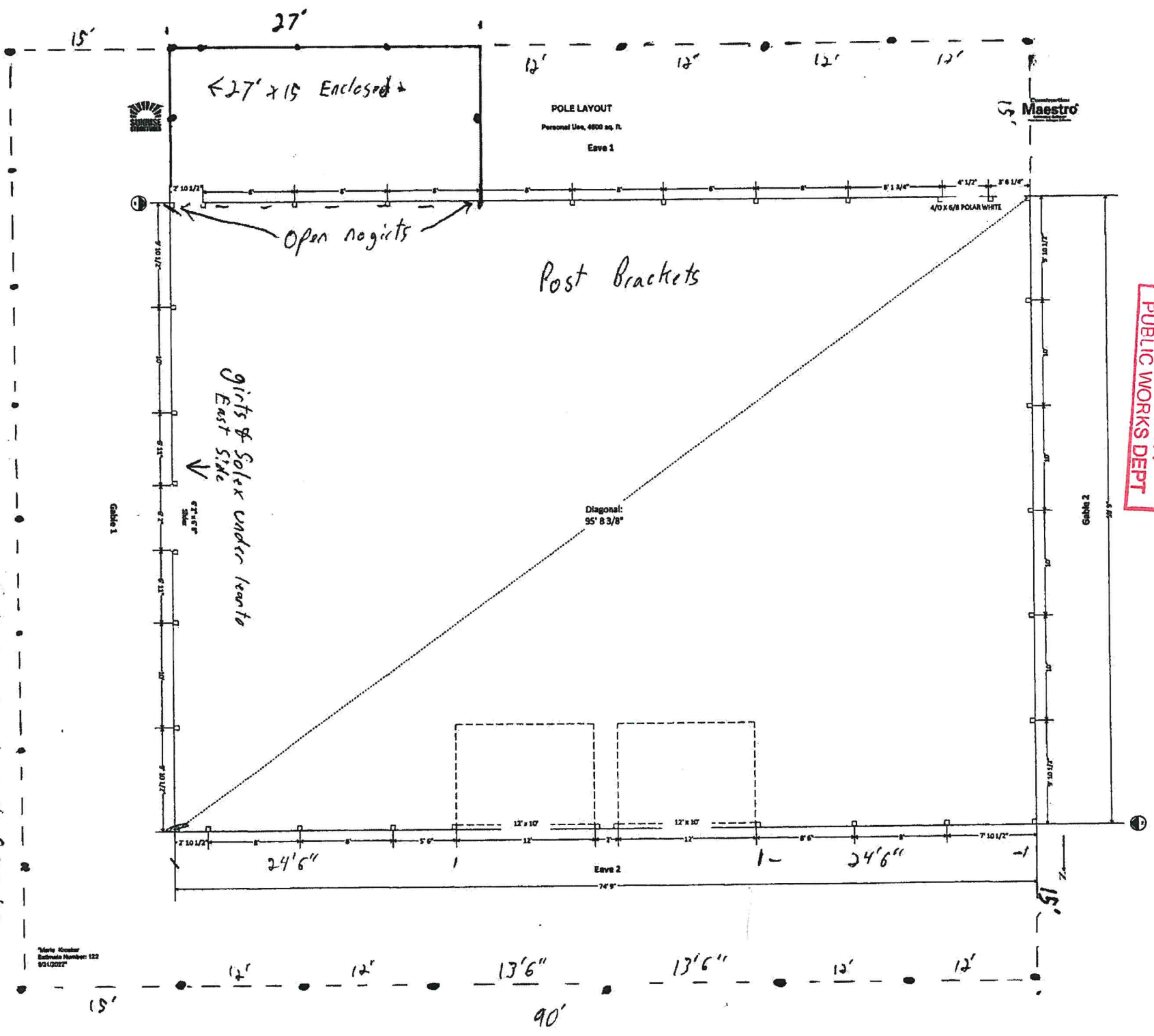
Outside lighting will be regular yard lighting – there is no plan for using any kind of exterior flood lights

The main parking lot is paved at this time. We will maintain this paved area. We are requesting a waiver to allow for overflow parking in non-paved areas of the property.

There will be a sign at the front of the property just northeast of the drive that may be lighted with regular lights that will shine on the sign. There may also be other signage up in the property away from the roadway.



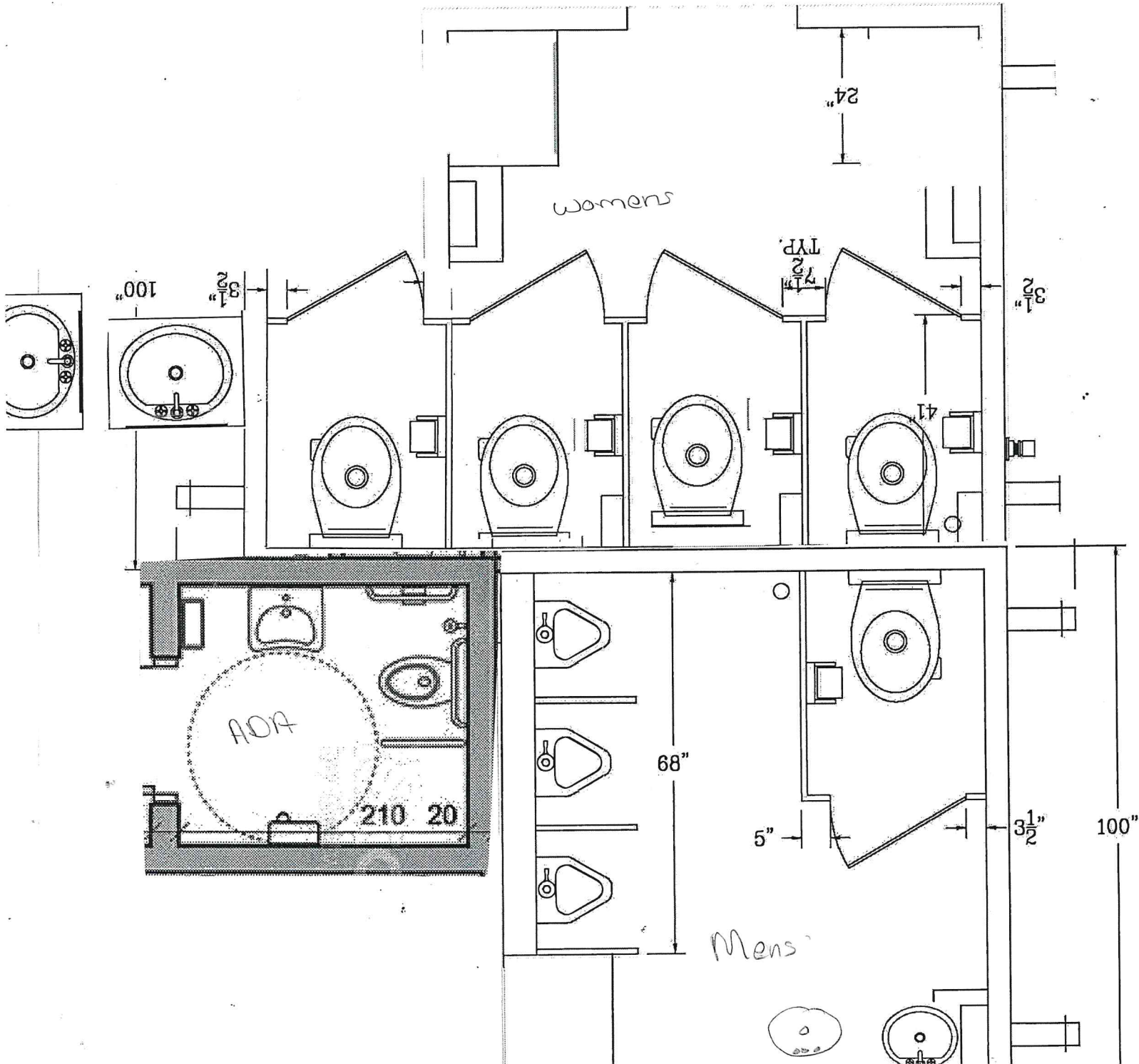
90°  
1" 3" O/C Leanto Post Spacing



RECEIVED  
AUG 28 2022  
RENO COUNTY  
PUBLIC WORKS DEPT

Marie Kessler  
Estimate Number: 122  
04/02/22



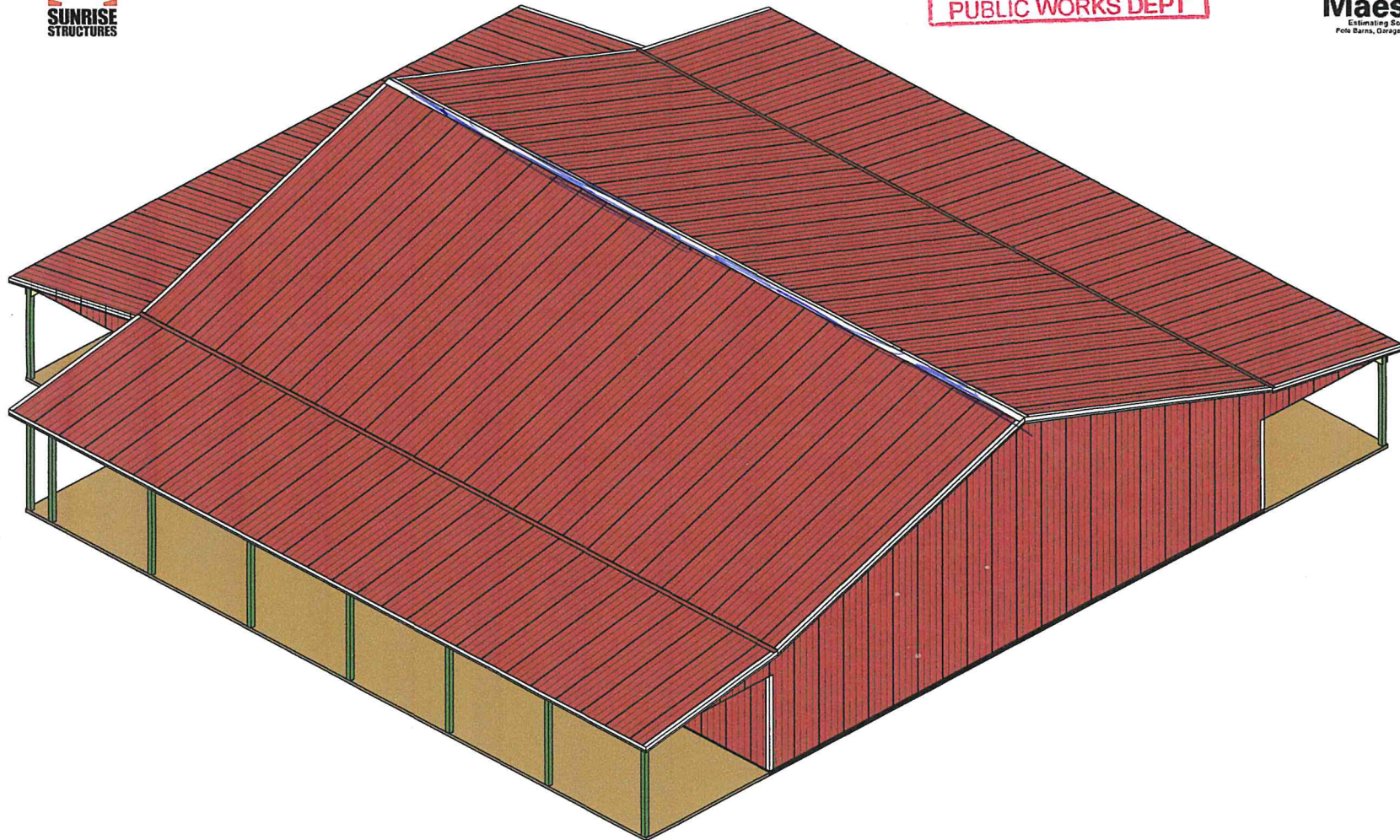


**RECEIVED**  
 AUG 26 2022  
 RENO COUNTY  
 PUBLIC WORKS DEPT



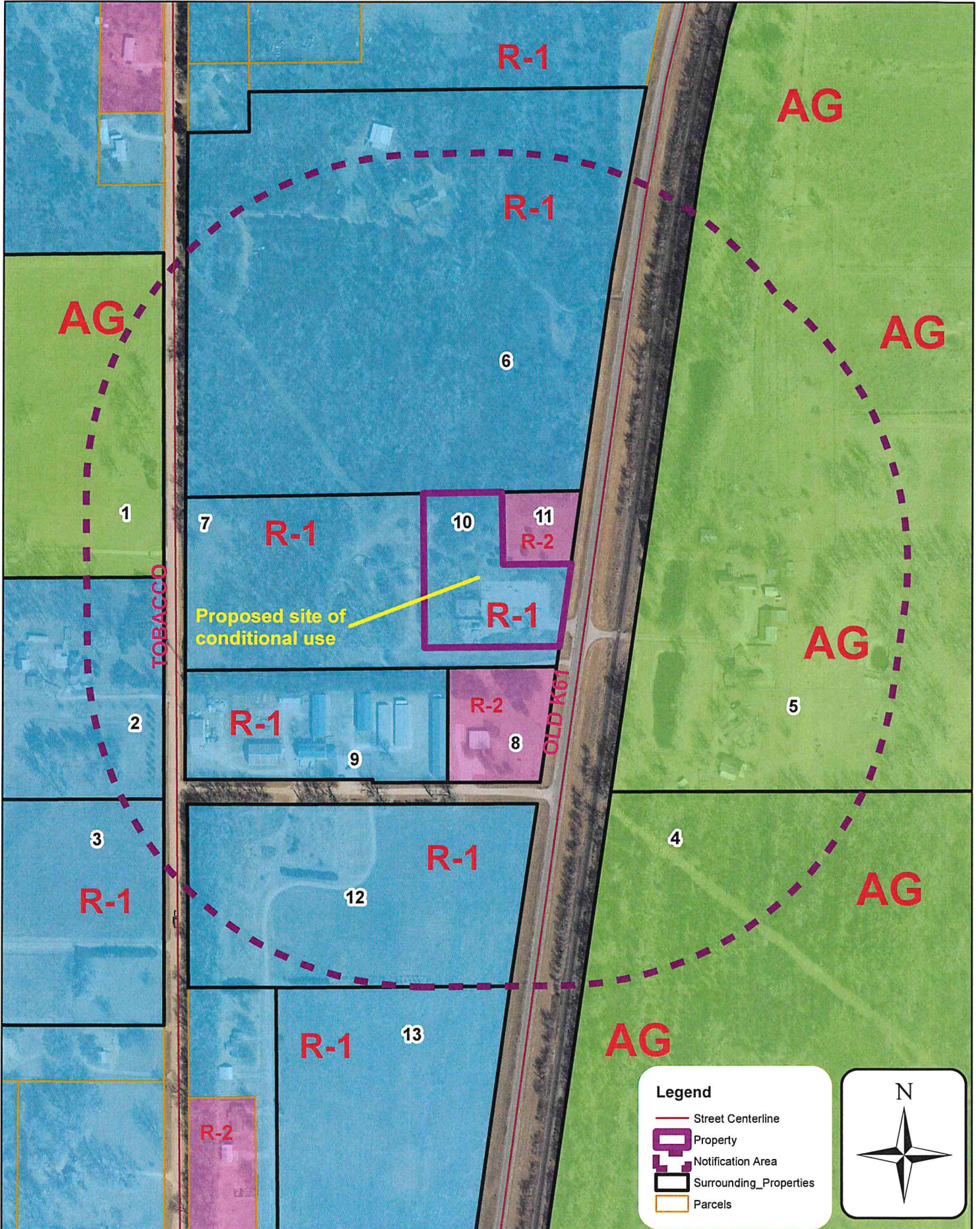
RECEIVED  
AUG 26 2022  
RENO COUNTY  
PUBLIC WORKS DEPT

Construction  
**Maestro**<sup>®</sup>  
Estimating Software  
Pole Barns, Garages & Decks



"Merle Kroeker  
Estimate Number: 122  
3/30/2022"

# Property Ownership/Zoning Map Case #2022-08



Merle and Gail Kroeker  
Property Ownership List  
Case #2022-08

	A	B	C	D	E
1	PO#	PIN	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
2	1	0252100001008000	ELY, GARY L & BETTY E	6405 N TOBACCO RD HUTCHINSON, KS 67502	6405 N TOBACCO RD, Hutchinson, KS 67502
3	2	0252100001008010	HULLET, STEVEN C & NADINE M	6219 N TOBACCO RD HUTCHINSON, KS 67502-9133	6219 N TOBACCO RD, Hutchinson, KS 67502
4	3	0252100003001000	WIDER, TROY D & LISA M	6103 N TOBACCO RD HUTCHINSON, KS 67502	6103 N TOBACCO RD, Hutchinson, KS 67502
5	4	0252200001001000	STATE OF KANSAS	512 SE 25TH AVE PRATT, KS 67124	00000 N MEDORA RD, BUHLER, KS 67522
6	5	0252200001003000	BARTLETT, SHANNON & DEBORAH	6402 OLD K61 HWY HUTCHINSON, KS 67502	6400 N OLD K61 HWY, HUTCHINSON, KS 67502
7	6	0252200002007000	KROEKER, MERLE L & GAIL D	6607 N OLD K61 HWY HUTCHINSON, KS 67502-8876	6607 N OLD K61 HWY, HUTCHINSON, KS 67502
8	7	0252200002008000	SLOUP, RODERICK D & KELLY S	PO BOX 2702 HUTCHINSON, KS 67504-2702	6309 N OLD K61 HWY, HUTCHINSON, KS 67502
9	8	0252200002009000	BARTON, MIRIAM	6209 N OLD K61 HWY HUTCHINSON, KS 67502	6209 N OLD K61 HWY, HUTCHINSON, KS 67502
10	9	0252200002009010	NORTH 61 STORAGE LLC	6210 N TOBACCO RD HUTCHINSON, KS 67502	6210 N TOBACCO RD, Hutchinson, KS 67502
11	10	0252200002011000	KROEKER, MERLE L & GAIL D	6607 N OLD K61 HWY HUTCHINSON, KS 67502-8876	6311 N OLD K61 HWY, HUTCHINSON, KS 67502
12	11	0252200002011010	KRETZSCHMAR, TERRY	PO BOX 15 NICKERSON, KS 67561	00000 N OLD K61 HWY, HUTCHINSON, KS 67502
13	12	0252200003001000	NORTH 61 STORAGE LLC	6210 N TOBACCO RD HUTCHINSON, KS 67502	00000 N TOBACCO RD, Hutchinson, KS 67502
14	13	0252200003005000	BOONE, JERRY & GAYLYNN	3610 E 56TH AVE HUTCHINSON, KS 67502	3610 E 56TH AVE, Hutchinson, KS 67502



Public Works  
600 Scott Boulevard  
South Hutchinson, Kansas 67505  
620-694-2976

Don Brittain, Director

**Date:** November 3, 2022

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

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

**Subject:** Case #2022-08 – Merle & Gail Kroeker Legal Description: Approximately 3.48 acres of land located in the NW ¼ - Section 22 – T22S, R5W in Medora Township and further described as PIN# 0252200002011000. The parcel is located on the west side of Old K-61 Highway North, approximately one-half mile south of the intersection of Old K-61 Highway North and E. 69<sup>th</sup> Avenue. The address is 6311 Old K-61 Highway North.

**Who:** Owner: Merle & Gail Kroeker  
6607 Old K-61 Highway North, Hutchinson, KS 67502

**What:** This is a conditional use permit request to establish a music and special event venue on the property. The floodplain designation for the property is Zone X which is an area outside of the 500-year floodplain designation.

**Why:** The parcel is currently zoned R-1 – Rural Residential District. The owner requests a conditional use permit on the above identified property for the purpose of establishing a music and special event venue. All proposed land use activities other than agricultural and single-family residential require a conditional use permit.

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

## **BACKGROUND**

The owners request a conditional use permit for the purpose of establishing a music and special event venue. The property is currently in violation of the Reno County Resolution which governs the requirement to obtain a zoning permit for any building over 120 square feet in size. The venue building is currently constructed without a zoning permit. The owners are attempting to bring the property into compliance with the zoning regulations by applying for a conditional use permit. If the conditional use permit is approved, a zoning permit will be issued for the building and the zoning violation closed.

This property used to contain a building used as a restaurant. The restaurant caught fire many years ago and all that was left on the property were a couple of the outer walls.

The owners state the property will be used primarily for music concerts, weddings, graduation parties, car shows, motorcycle shows, reunions, and charity events.

There are no set hours of operation. The venue would be used primarily on Friday and Saturday between 10am and midnight. Music concerts will end around 11pm. Outside events with music will also end at 11pm. Any event held between Sunday and Thursday will end at 11 pm with music ending at 10pm. Special holiday events such as New Year's Eve parties will have an ending time of 1am.

The owners indicate there is currently a border fence around the property. The venue will have a fence around the outdoor patio area to prevent visitors from moving elsewhere on the property.

The existing permanent pavement will be used as the main parking lot. An overflow parking area has been designated on the site plan. The owners request a waiver of the paving requirement for this parking lot area.

One sign will be installed northeast of the existing driveway. The sign will have lights. Other signs may be on the property. These signs will be located away from the existing road.

**SUMMARY OF RELATED REQUIREMENTS FOR:  
A MUSIC AND SPECIAL EVENT VENUE IN AN R-1 ZONING DISTRICT**

1. **Land Use Category**

This parcel is currently zoned R-1 – Rural Residential District. All proposed land uses that are neither agricultural nor single family residential in nature require an approved conditional use permit.

2. **Yard Requirements – Article 13**

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

Front Yard: 30' from the road right of way

Side Yard: 10' from the north and south property lines

Rear Yard: 20' from the east property line

The building was constructed in the general location of the old restaurant building. The new building complies with the minimum setback requirements.

3. **Performance Standards – Article 9**

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

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

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

A music/special event venue is not a specified land use in the parking regulations. The closest land use is an “Amusement place, dance hall, skating rink, swimming pool, auditorium, or exhibition hall without fixed seats.” Under this category the zoning regulations require a minimum of one parking space per 100 square feet of floor area. The building is 60’ x 75’ or 4,500 square feet. The required number of parking stalls for this proposed development is 45.

The site plan shows a 150’ x 175’ area in front of the special event venue that is designated for parking. This area was also used by the old restaurant for parking. The regulations require each parking stall to be 9’ x 19’ wide. The designated parking area will provide 65 parking stalls. The parking area and driveway is currently paved with asphalt and will be maintained by the owner.

One of the site plan documents submitted also shows an over-flow parking area which could be used for larger events. This parking area will not be used on a regular basis and is not proposed to be paved. Therefore, the owner has requested a written waiver from the paving requirement for this over-flow parking area only.

All parking areas and driveway surfaces are required to be a permanent driving surface since Old K-61 Highway North is paved.

The conditional use permit process permits the Planning Commission and Governing Body to require additional parking spaces if the required number of parking spaces is determined to be inadequate for the land use.

Staff concludes the owner exceeds the parking stall requirements and that there is adequate space on the parcel to provide the required number of parking stalls. Staff recommends the parking area be designed to accommodate the 65 parking stalls as shown on the site plan and construct the overflow parking area. Since the area is paved, the parking stalls must be striped according to the regulations.

Designation of an off-street loading space or area is not applicable to this petition since the square footage of the building is under the required designation.

5. **Sign Requirements – Article 12**

No permit is required for any sign. Any sign must be located outside of the road right-of-way. Signs may have lights but any electronic sign shall comply with the sign code regulations.

6. **Landscaping**

The county has no specific requirements in the zoning regulations regarding landscaping. However, under the conditional use permit review process, the Planning Commission can require landscaping, buffering, and screening be installed to lessen the impact of a development on a neighborhood. This parcel contains numerous trees. Additional landscaping requirements may reduce the number of parking spaces on the property and cause people attending the venue to trespass on adjacent properties or park on the road. Parking on the road for a non-emergency situation is not permitted.

Article 10-104(3) states “Screening shall be installed along any property line adjacent to or adjoining any single-family residence, two-family residence or multi-family residence to eliminate the passage of light from vehicles. Screening along side yards shall not extend nearer to the street than the front yard setback line. The installation and maintenance of required screening shall be the responsibility of the landowner whose land use necessitates the screening.”

There are numerous trees currently on the west side of the property to help shield any vehicle lights from shining on this single-family dwelling. There are also trees and large bushes along the south side of the property to help shield vehicle lights from the single-family dwelling to the south. These trees must not be cut down and must be replaced should the trees die. This is necessary so that the screening requirement is maintained.

For these reasons, staff recommends no additional landscaping be installed. However, the owner may not clear the existing trees and bushes that would cause a violation of Article 10-104(3).

7. **Lighting**

The owner states outside lighting will be regular yard lighting. There is no plan to use exterior flood lights.



A single-family dwelling is located behind, or to the west, of the building. It is suggested no lights be installed on the west side of the building which could be a nuisance to this property owner. Any other lighting for the parking lot or the building shall be shielded so as not to go beyond the property boundary.

8. **Fencing**

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

The owner indicates there is a perimeter fence that borders the property now. They will also fence off the outdoor patio area to contain customers attending an event.

Staff recommends the owner install the fence around the patio area. The existing perimeter fence should also be maintained. If the fence is not the property of this owner, then this owner should consider installing a separate fence to prevent customers from trespassing onto adjacent properties.

9. **Height Limitations – Article 13**

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

**FACTORS**

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

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

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

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

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

- To promote the health, safety, comfort, and general welfare of the citizens of Reno County, Kansas.
- To regulate and restrict the height, number of stories, and size of buildings; the percentage of lots that may be occupied by buildings and other structures; size of yards, courts, and other open spaces.
- To inform the public regarding future development in Reno County, Kansas, thereby providing a basis for wise decisions with respect to such development.

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

To the north is a wooded parcel with a single-family dwelling (owned by the applicant) zoned R-1 and a vacant one-acre parcel zoned R-2.

To the east is a 67-acre parcel with three single-family dwellings zoned AG and Sand Hills State Park zoned AG.

To the south is a storage unit facility zoned R-1 and a single-family dwelling zoned R-2.

This residence used to be a commercial building and was recently converted. Further to the south are other residential parcels zoned R-1 and R-2.

To the west are single-family dwelling parcels zoned R-1 and an agricultural parcel zoned AG.

With the exception of the storage unit facility, the surrounding area is mainly used for residential purposes. Prior to 2016, this parcel along with the other two parcels to the south were zoned I-3 – Heavy Industrial District. The land uses included the present storage unit facility, an office building, and a restaurant.

This proposed land use could be considered compatible to other surrounding land uses based off of the proposed intensity of the activities. This event venue will have limited hours of operation and quite possibly not be rented daily. Conversely, a restaurant, or other commercial/industrial type of land use could be open seven days a week with hours of operation ranging from early morning to evening hours.

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

Old K-61 Highway North is a county-maintained road and former state highway that is capable of handling large volumes of traffic. The parcel contains enough land to so that all customers can park onto the parcel and not in the road right of way

Staff concludes no undue burden is expected on the existing transportation facilities. This conclusion is based on the fact that there is adequate parking on the parcel to serve all customers to the facility. This amount of extra traffic should not be a burden on the existing road.

There are no public sewer or water districts serving this area. This site is served by a private wastewater system and private water well. The Health Department provided comments regarding the wastewater system and the well. The additional wastewater generated by this event-venue could cause premature failure of the existing wastewater system. The owner is permitted to use the existing wastewater system until it fails. After failure, a new enhanced wastewater system will need to be installed. The owner should monitor the condition of the wastewater system and contact the Health Department if a new wastewater system needs to be installed.

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

This area consists of large residential parcels of an average ten acres and large agricultural/pasture parcels over 50 acres. There is no indication this area is trending toward more commercial land uses. However, the shell of this restaurant has remained standing on this parcel for over 20 years. The property is also overgrown with tall grass and trees.

The owner has already removed what was left of the old restaurant building and constructed a new building. By approving the conditional use permit, the owner will continue to clean up this property and revitalize it so it is not an eyesore in the neighborhood.

Staff concludes the proposed use is made necessary or desirable because of changed or changing conditions in the area based on the past condition of the property and also the past commercial use of the property. The proposed use should be less intense than the former restaurant land use.

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

This parcel used to contain a restaurant. Due to a fire the outer walls of the restaurant were all that remained. Recently, the restaurant walls were torn down and a new building constructed. There are no other buildings on the parcel.

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

This parcel is 3.48 acres in size. The parcel contains enough acreage so all buildings can comply with the minimum setback requirements without the need for a variance. Minimum parking requirements can be achieved without the need for a variance or waiver. In reviewing the site plan, the parcel is large enough to accommodate the proposed land use and possibly any future expansion of the land use without the need to obtain a variance. However, if there are plans to expand in the future, the owner should discuss those plans with Planning Department staff and Health Department staff. Expansion could cause concerns with complying with parking regulations and maintaining compliance with the Sanitation Code.

Staff concludes the property is suitable for the proposed use.

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

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

Under the goals for Socio-Economic Development there are several specific objectives that show this proposal is compatible with the Comprehensive Plan. Those goals are as follows:

- Promote the development of new businesses and the expansion of existing businesses to create job opportunities to attract new residents to the County and to retain the youth.
- Promote business and industrial development consistent with the overall quality of life within Reno County which would benefit the County's economy and not adversely affect the environment. Efforts should focus on supplementing business types already in existence within the County and promoting development of new businesses compatible with the established business and skill base within the County.

Under the goals for Transportation there is one specific objective that shows this proposal is compatible with the Comprehensive Plan. That goal is as follows:

- Ensure that new private development in rural Reno County does not negatively impact the existing transportation system nor place demands for major upgrades to the transportation system in an untimely manner.

Under the goals for Land Use there are two specific objectives that shows this proposal is compatible with the Comprehensive Plan. That goal is as follows:

- Minimize land use incompatibilities and ensure that adjacent developments are comparable in density and quality; thereby providing for a smooth transition between land uses.
- Discourage new strip commercial development that is not promoted in a unified, consistent manner. Individual lot developments for single purposes that fail to coordinate with adjoining property development should be discouraged.

Other Socio-Economic and Land Use goals could suggest this proposal is not compatible with the Comprehensive Plan. Those goals are as follows:

- Encourage businesses to look first to the cities within the County for new development locations.
- Assist in the identification of appropriate sites for business and industrial growth and assist in extending public facilities and services to these sites as appropriate or necessary. The primary focus should be to develop sites within the existing cities and not in the rural areas of the County so full utility support from the cities may occur and the tax base for the city also grows.
- Ensure that future development occurs in a timely fashion and is adequately served by roads and other public facilities and services.

Other objectives not listed here may appear to be in favor or against the petition. When reviewing these and all other relevant objectives, staff concludes the petition complies with the goals and objectives of the Comprehensive Plan. The goals in favor of the petition outweigh the goals that are against the petition. This conclusion is based on the intensity of the proposed land use and the possible effects the land use could have on the surrounding neighborhood.

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

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

- This parcel has been a blight on the neighborhood for decades. For decades, the only thing standing on the property was the outer walls of an old restaurant and piles of bricks and tree limbs. The rest of the property also had tall weeds and grass. Approving the conditional use permit will permit the owner to clean up the property and remove the blight.
- Approving the conditional use permit will assist the area in providing a venue to hold music concerts and other various types of family gathering events.
- This proposed land use is more compatible with the area than the previous land use of a restaurant because a restaurant is open many days of the week and for longer hours. This special event venue may be open later in the evening but it is likely the event venue will not be open every day of the week.
- The owner still has use of the property as a single-family residential land use. The owner could apply for a zoning permit and construct a stick-built single-family dwelling, a modular, or a shed/house. Manufactured houses require a conditional use permit. Failure to approve the conditional use permit means the existing building will have to be used for a different land use.

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

In reviewing the application, site plan, number of potential customers that could attend an event, and the surrounding area, staff concludes if certain conditions are approved, this music/special event venue studio should not adversely affect surrounding properties or the neighborhood.

Although special events could occur every day on the parcel, it is likely most events will occur on a Friday or Saturday. Regardless of whether the event is outdoors or indoors, the music will end at 11:00pm. Events held on other days of the week will have the music ending by 10:00pm.

Staff concludes that if the conditional use permit complies with all the conditions of approval, the land use will not adversely affect the property in the area affected.

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

Utilizing GIS technology, staff has measured the approximate location of the new building to the surrounding single-family residences.

North: 1,190 feet. (Dwelling is owned by Mr. & Mrs. Kroeker).

East: 792 feet to the southernmost dwelling; 830 feet to the middle dwelling; 708 feet to the northern most dwelling. (There are three dwellings on this one parcel of land).

South: 312 feet. (Former office building converted into a dwelling).

West: 307 feet.

All vehicles shall park in a designated parking stall or in the overflow parking area. Vehicles are not permitted to park on the county road unless it is an emergency situation.

This application was emailed to Fire District #2 on September 15, 2022. No written or verbal response was received regarding the maximum capacity of the building as of the date of this report.

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

**STAFF RECOMMENDATION:**

Staff recommends **APPROVAL** of this request for a conditional use permit to establish a music and special event venue on land zoned R-1 based on the following factors and conditions:

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

10. The recommendation of the permanent or professional staff.

Staff recommends the following conditions of approval:

1. The property shall be developed as per the submitted site plan dated August 26, 2022.
2. The application is approved as per the submitted plan of operation dated August 26, 2022. Any request to extend the hours of operation or to extend the hours music is playing shall require a new conditional use permit. Holiday events are excluded from this condition as per the plan of operation.
3. Applicant shall submit a revised overflow parking plan showing that no customer vehicles are permitted to park within 30 feet of the adjacent owner's property line.
4. Any lighting of the parking lot or building shall be shielded and directed on the property. No lights shall be located on the west side of the building.
5. All customer cars shall be parked in the marked stalls identified on the approved site plan or the overflow parking area. The paved parking area, as shown on the approved site plan, shall be striped and completed by April 1, 2023.
6. The applicant shall maintain the fencing identified on the plan of operation at all times.
7. Applicant shall meet all applicable Federal, state, and local regulations.
8. Reno County reserves the right to rescind this conditional use upon any violation of County Regulations, conditions governing this approval, or require a review of the conditional use permit for uses of the parcel that may not be consistent with the approval.

Staff sent letters to 11 different property owners. Nobody responded in favor or against the petition.

Written comments are only accepted in the official record. Verbal comments and contacts of staff are not entered into the official record in order to avoid misinterpretations.

The County Commission may make a motion to:

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

On October 20, 2022, the Reno County Planning Commission conducted a public hearing on this petition.

Vice-Chairman Martin identified a potential conflict of interest with this proposal so he excused himself from the public hearing and left the room.

Merle Kroeker, 6607 Old K-61 Highway North, Hutchinson, KS 67502 stated he plans to have an entertainment/music venue. This type of live music facility is lacking in Hutchinson other than in a bar. This facility will not be a bar. They will not sell food or alcohol at the facility. It is strictly entertainment. If someone wanted to have a wedding, class reunion, or graduation party the facility will be open for that purpose as well. The music and facility will close at 11:00 p.m. so as not to interfere with any of the neighbors.

Commissioner Seltzer asked for more details on food and beverages since Mr. Kroeker said he will not be providing food or beverages.

Mr. Kroeker said food and beverages will be by food truck or customers can bring their own food and beverages to the facility.

Commissioner Macklin is familiar with a facility called the “Red Shed” and asked if this will be in competition with that facility.

Mr. Kroeker said he is the owner of the Red Shed at his personal residence. That current building wasn’t intended for that use. If this is approved, the current “Red Shed” will be converted back into his personal garage. His current facility brings in bands from all over the United States. They have also had comedy shows at the facility.

Mr. Kroeker added that he has had no complaints from any of the neighbors around the area. He has visited with the people that live behind the shed and told them they can have free access to any show they want.

Commissioner Seltzer said the proposal alleviates a lot of the concerns he has since this facility is already existing on a smaller scale so it is not such a big change for the neighborhood.

Mr. Kroeker said he has been operating for four years and nobody has complained yet.

Commissioner Macklin commented the new facility location will have a nice entrance and a nice parking lot compared to the current location. He then asked what kind of surface the parking lot is now.

Mr. Kroeker said it is already asphalt. He is just going to maintain it. He has also hauled twenty-two 30-yard dumpsters full of garbage, the old building, miscellaneous items, and trees off the site. This property has been an eyesore since 1996.

Vonachen presented the staff report and showed slides of the property.

Commissioner Seltzer asked with a venue this size what are the plans for restrooms.

Vonachen said he does have restrooms inside the building. There will be running water and a wastewater system. In addition, Reno County does not have building codes but there are state fire codes. He sent a notice to Fire District #2 to make them aware of this facility and had concerns about the maximum capacity of the facility. No response was received from the Fire District.

Mr. Kroeker added the facility will have women’s, men’s, and a handicapped restroom. There will be a separate restroom for the bands.

Commissioner Macklin asked if people will be able to sit outside and listen to the music or will it be strictly indoors.



Mr. Kroeker responded that people can be indoors if they want but there is a patio area to the north with two big overhead doors so if people want to sit outside they can. That area will also be fenced off for the smokers to go outside. Nobody is permitted to smoke in the building. They have actually hosted an annual party for the last 30 years and they have never had a complaint. The majority of the crowd is age 50 plus so we aren't attracting a young crowd.

Commissioner Jorns is unclear on how close the neighboring residences are.

Mr. Kroeker stated there is one to the west. There will be no more noise than they have been making for the last few years. He knows that neighbor and visited with him about the proposal. The neighbor has no complaints according to Mr. Kroeker.

Commissioner Strand questioned the existing sewer system. He believes the system will have to be upgraded since it has been sitting there a long time. Is the parcel size large enough to install a new system.

Vonachen said Mr. Kroeker is allowed to use the existing system until it fails. If the system fails it could be challenging to install a new system because of the asphalt, the building, and a lot of trees. Even though it is challenging, they will be able to get a system in somewhere on the property.

After the staff report, Chairman Goertzen invited audience members to address the Planning Commission.

Nobody from the audience members present addressed the Planning Commission.

Chairman Goertzen asked the applicant and staff for any rebuttal statements.

Neither the applicant nor staff had any rebuttal statements.

Chairman Goertzen closed the public hearing.

The Planning Commission had no further comments or concerns regarding the proposal.

**Commissioner Seltzer moved that Case Number 2022-08, the request by Merle & Gail Kroeker requesting a conditional use permit from the Reno County Zoning Regulations to establish a music and special event venue on a parcel of land zoned R-1 – Rural Residential District be approved based on the ten factors and eight conditions listed in the staff report and as heard at this public hearing. I further move to grant the requested waiver from the paving requirement for the overflow parking area; seconded by Commissioner Strand.**

**The motion passed by a 5-0 vote (Yes: Strand, Seltzer, Macklin, Jorns, and Goertzen).**

**ACTION REQUIRED**

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

**ATTACHMENTS**

Application

Comments

Zoning and property ownership map

Site plan



***Comments***  
***Merle & Gail Kroeker***  
***Case #2022-08***

**RENO COUNTY DEPARTMENTS**

**Reno County Health Department – Darcy Basye**  
See included comments

**OTHER AGENCIES**

None

**WRITTEN PUBLIC COMMENTS – IN FAVOR OF THE PETITION**

None

**WRITTEN PUBLIC COMMENTS – NEUTRAL ON THE PETITION**

None

**WRITTEN PUBLIC COMMENTS – AGAINST THE PETITION**

None

RENO CO HEALTH DEP.

209 West 2<sup>nd</sup>, Hutchinson, KS 67501-5232 phone 620-694-2900 fax 620-694-2901

ENVIRONMENTAL ASSESSMENT - WASTEWATER



Property Address: 6311 N Old K61 HWY City/State/Zip: Hutchinson, KS 67502 PID#: 0252200002011000

Owner: Kroeker, Merle L & Gail D Phone/Email:

Special Instructions:

- Initial Inspection, Follow-up Inspection, Visit Number, Trip charge applied, Office Review Only, Re-inspection Required Date, Zoning Permit/Case #: 2022-08

Existing System? Y N System Type\*: Septic tank / Laterals

Installation date: unknown Location: ~55' South of building

Code Violations observed: N/A file review only

Corrective Actions: N/A file review only

- System is not currently in use. No evidence of sanitation code violations... Enhanced Treatment Systems are required to be inspected annually... The next inspection for this property is due on:

Setback Issues: none identified via office review

Reserve area is required as a potential location to replace existing lateral field in the event of failure

Reserve Area Identified: Y N

Where:

Any Limitations: Parcel is very developed which makes it challenging to find an replacement lateral field area. A site evaluation and soil profile will reveal other site evaluations.

Comments: Based on review of application, site plan, and well site evaluation on 7-20-2022, the proposed Special Events and Building will not interfere with the current wastewater system. Existing wastewater system can be used until it fails and then an enhanced wastewater system will be required. Please contact the Environmental Section when a new wastewater system is needed to start the permit process. More information can be found at:

https://www.renogov.org/660/Septic-Systems-Enhanced-Treatment-Lagoon

Profile Pit Y N N/A Scheduled Appointment:

Handouts Given: see website

Field Inspections are limited to an observation of the ground for evidence of surfacing sewage and other obvious visual indicators of system failure and violations of the Reno County Sanitation Code. This inspector cannot verify the condition, age, life expectancy, or functionality of the system. In the event any party desires further assurances with respect to this wastewater treatment system's present condition or future serviceability, a licensed wastewater installer should be consulted.

Signature: [Signature] 10-4-2022 Date Environmental Health Specialist

Reno County Staff are able to evaluate each site for minimal code compliance; staff are not able to select, or provide personal input, on wastewater systems, wells, mortgage inspections, or other Environmental Health issues.

**RENO COUNTY HEALTH DEPARTMENT**

209 West 2nd, Hutchinson, KS 67501-5232 phone 620-694-2900 fax 620-694-2901

**ENVIRONMENTAL ASSESSMENT – WELL WATER**



Property Address: 6311 N Old K61 HWY City/State/Zip: Hutchinson, KS 67502 PID#: 0252200002011000

Owner: Kroeker, Merle L & Gail D Phone/Email: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

Initial Inspection  Follow-up Inspection Visit Number \_\_\_\_\_  Trip Charge Applied  Office Review Only

Re-inspection Required Date: \_\_\_\_\_

Existing System?  Y  N

Zoning Permit/Case #: 2022-08

**Domestic Drinking Water Well**

Code Violations: N/A office review only

Corrective Actions: \_\_\_\_\_

Est. distance well to: Septic tank \_\_\_\_\_  
Lateral field \_\_\_\_\_  
Other \_\_\_\_\_

Location: \_\_\_\_\_

Well Cap: Sanitary seal:  Yes  No  
Vented:  Yes  No

Well Casing: ≥12" above grade:  Yes  No  
Intact:  Yes  No

Conduit Adequate:  N/A  Yes  No

Pump Type:  Submersible  Top Mount

\*Water well casing alterations may only be completed by the property owner or a water well contractor.

Construction in compliance with Code  
 Construction not in compliance with Code

**Domestic Irrigation/Livestock Well**

Code Violations: N/A office review only

Corrective Actions: \_\_\_\_\_

Est. distance well to: Septic tank \_\_\_\_\_  
Lateral field \_\_\_\_\_  
Other \_\_\_\_\_

Location: \_\_\_\_\_

Well Cap: Sanitary seal:  Yes  No  
Vented:  Yes  No

Well Casing: ≥12" above grade:  Yes  No  
Intact:  Yes  No

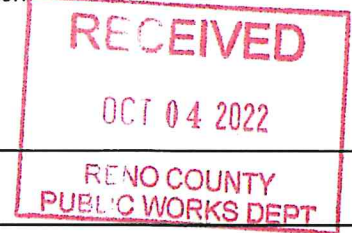
Conduit Adequate:  N/A  Yes  No

Pump Type:  Submersible  Top Mount

Backflow Prevention:  N/A  Yes  No

Method: \_\_\_\_\_

\*Water well casing alterations may only be completed by the property owner or a water well contractor.



Setbacks: none identified via office review

Setbacks in compliance with code  Setbacks not in compliance with code

Comments: Based on review of application, site plan, and well site evaluation on 7-20-2022, the proposed Special Events and Building will not interfere with the proposed well. If well is to be consumed and serve more than 25/day for any 60days in the calendar year, KDHE will need to be involved. Continue to work with Environmental Staff to complete the well permit process. More well information can be found at: https://www.renogov.org/659/Water-Wells

Handouts Given: see website

No inspection was made of below grade components. No representative of the Health Dept. is qualified to test or analyze water samples. The above stated water sample results were obtained from an independent laboratory. Reno County offers no opinion concerning the suitability of the water sampled for domestic consumption, except as to the test results provided on the date sampled. A more comprehensive test may demonstrate the presence of other undesirable elements. \*Water well casing alterations may only be completed by the property owner or a water well contractor.

Reno County Staff are able to evaluate each site for minimal code compliance; staff are not able to select, or provider personal input, on wastewater systems, wells, mortgage  
Signature: [Signature] Date: 10-4-2022  
Environmental Health Specialist  
F/Masters/EH/EnvironmentalAssessmentWaterWell 08/17

Date of aerial: 7/20/2022

Purpose: Proposed well site

Address: 6311 N Old-K-61 Hwy City/State/Zip: Hutchinson, KS 67502

Property Owner: Merle Kroeker PID: 0252200002011000

*Map and Measurements are for sanitation code purposes only.*



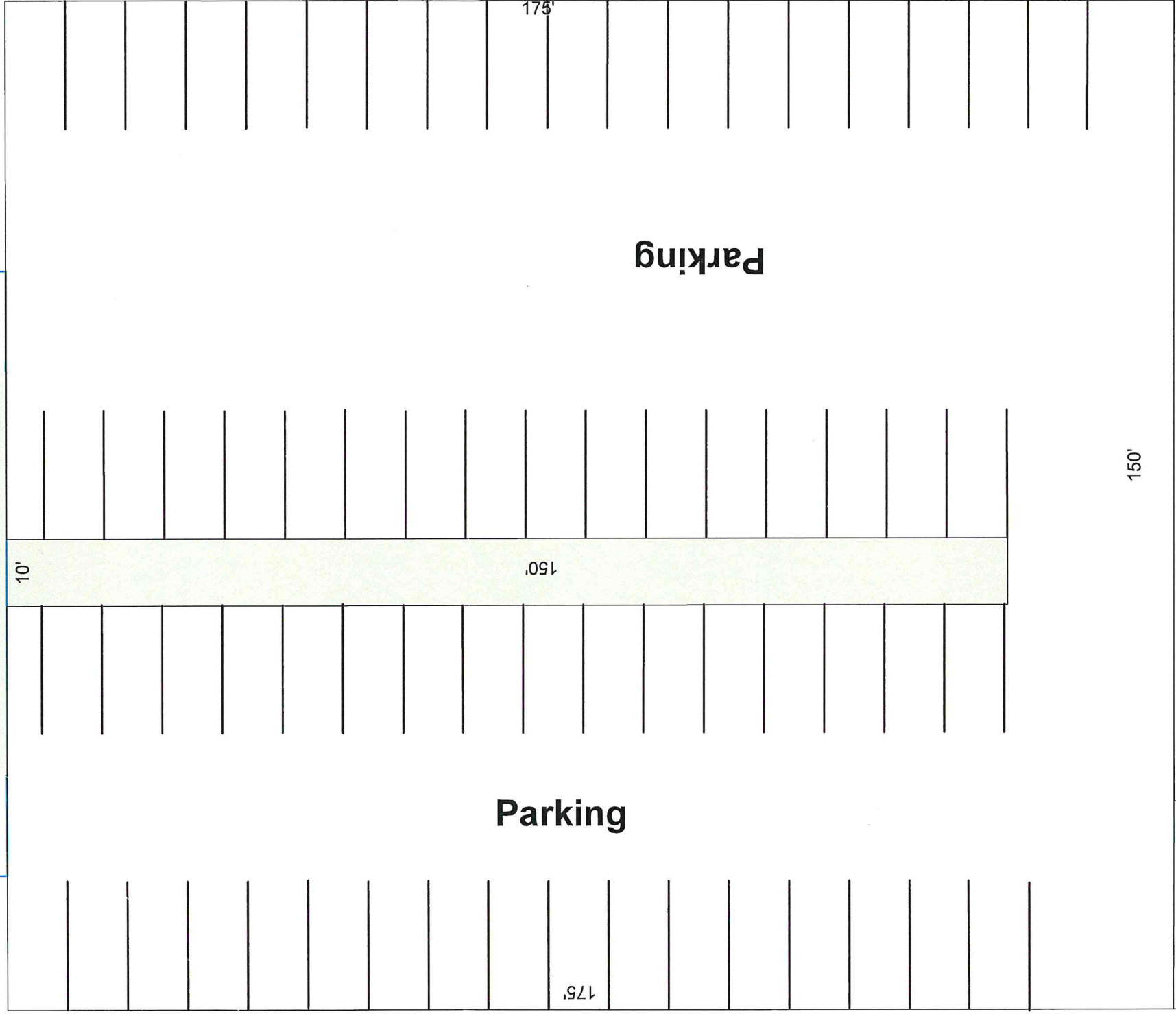
Reno County Staff are able to evaluate each site for minimal code compliance; staff are not able to select, or provider personal input, on wastewater systems, wells, mortgage inspections, or other Environmental Health issues.

RECEIVED  
AUG 26 2022  
RENO COUNTY  
PUBLIC WORKS DEPT



↑  
NORTH

OPTIONAL  
OVER flow parking



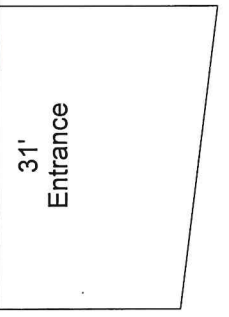
Description	
NOTES	
<span style="border: 1px solid red; display: inline-block; width: 15px; height: 10px;"></span> Building	
<span style="border: 1px solid gray; display: inline-block; width: 15px; height: 10px;"></span> Concrete	
<span style="border: 1px solid gray; display: inline-block; width: 15px; height: 10px;"></span> Entrance	
<span style="border: 1px solid blue; display: inline-block; width: 15px; height: 10px;"></span> Lean-to	
<span style="border: 1px solid gray; display: inline-block; width: 15px; height: 10px;"></span> Parking	

**RED SHED**  
**6311 N. OLD K-61**  
**HUTCHINSON, KS 67501**

1 inch = 20 feet

↑  
North

**RECEIVED**  
 AUG 26 2022  
 RENO COUNTY  
 PUBLIC WORKS DEPT







## AGENDA ITEM

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

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Randy Partington County Administrator

**AGENDA TOPIC:**

MOU with Prairie Star Health Center and the Reno County Sheriff's Office for inmates' dental care

**SUMMARY & BACKGROUND OF TOPIC:**

Under K.S.A. 19-1910, a county is obligated to pay for medical care of an individual who is a prisoner held in the county jail awaiting charges or who has been sentenced. This memorandum of understanding renewal with Prairie Star Health Center would provide primary dental care to incarcerated inmates in the Reno County Jail at reduced costs.

**ALL OPTIONS:**

Recommend the approval of the presented MOU with Prairie Star Health Center.

**RECOMMENDATION / REQUEST:**

Approval of the presented MOU between Prairie Star Health Center and the Reno County Sheriff's Office.

**POLICY / FISCAL IMPACT:**

Continued savings on primary dental care to incarcerated inmates in the Reno County Jail.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is effective on **October 18, 2022**, by and between **Reno County Sheriff's Department** and **PrairieStar Health Center, Inc. (PSHC)**, a designated Federally Qualified Health Center (FQHC) operating in the State of Kansas.

**WHEREAS**, Reno County is required to ensure that inmates incarcerated in the Reno County Jail are provided timely access to dental services; and

**WHEREAS**, PSHC has the capability and resources to provide primary dental care to inmates during regular business/office hours; and

**WHEREAS**, as a community partner, PSHC desires to support Reno County in its law enforcement efforts and inmate care requirements.

**NOW THEREFORE**, Reno County and PSHC agree to work together to provide inmate access to PSHC dental services during regular business/office hours and as set forth in this MOU:

### **1. PSHC agrees to:**

- a. provide limited dental services to Reno County inmates, including limited examinations, x-rays, and extractions. These services will be available for one (1) morning appointment each business day.
- b. submit an itemized monthly invoice to the Reno County Sheriff's Department for services performed during the prior month;
- c. accept the then current Medicaid PPS rate as payment in full for the PSHC dental services rendered;
- d. provide assurance to Reno County that all PSHC employees providing dental services pursuant to the MOU are properly licensed, certified, and/or registered, and qualified to perform the health care services; and
- e. abide by the Reno County Sheriff's Department's policies, procedures, guidelines, and protocols as they apply to patients in custody.

### **2. Reno County Sheriff's Department agrees to:**

- a. notify PSHC by telephone as soon as possible to schedule dental appointments as set out in paragraph 1.a above;
- b. notify PSHC if Reno County inmate will NOT be at appointment;
- c. provide transportation to inmates for PSHC appointments;
- d. provide security and remain with the inmate during the appointment;
- e. pay the PSHC Medicaid PPS rates for services provided within 45 business days after receipt of the invoice;
- f. provide assurance to PSHC that all County employees accompanying any inmates, and who may be on PSHC premises pursuant to this MOU, are properly certified and qualified; and
- g. provide assurance to PSHC that all County employees follow PSHC policies, procedures, guidelines, and protocols while on PSHC premises.

### **3. PSHC does NOT agree to:**

- a. provide in-office or on-call dental services after 4:30pm and before 8:00am Monday through Friday for dental care. County health care needs for inmates will need to be provided by other community partners. If, however, a PSHC provider is

scheduled to be on-call with the Reno County medical provider call rotation when an inmate needs health care, the PSHC provider will respond to the County call as the call schedule requires;

b. provide dental services beyond those set out in paragraph 1.a above.

**4. Term and Termination:**

The MOU will remain in effect until terminated by either party by giving not less than sixty (60) days written notice of the termination. This MOU may be reviewed, revised, and/or amended at any time as the parties deem appropriate. This MOU may be terminated immediately by either party, should that party fail to fulfill its terms as set out herein.

**5. Notice:**

Any written notice required by this MOU shall be provided as follows:

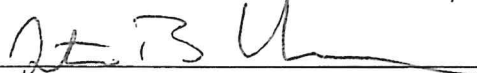
To **Reno County:** Reno County Sheriff  
Reno County Sheriff's Department  
210 W. 1<sup>st</sup> Avenue  
Hutchinson, KS 67501

To **PSHC:** Chief Executive Officer  
PrairieStar Health Center  
2700 East 30<sup>th</sup> Avenue  
Hutchinson, KS 67502

**6. Protected Health Information; Notice, Restrictions on Use, and Disclosure:**

Attached hereto and incorporated herein as though fully set out are Exhibits A and B which state the applicable federal and state laws PSHC is required to follow with regard to an inmate's Protected Health Information and the Inmate Notice of Rights respectively. **IN WITNESS HEREOF**, the authorized representatives of each party sign this Memorandum of Understanding as follows:

PRAIRIESTAR HEALTH CENTER, INC.

  
\_\_\_\_\_  
Chief Executive Officer

Justin B. Anderson  
\_\_\_\_\_  
Printed Name

11/4/2022  
\_\_\_\_\_  
Date

Reno County Board of Commission

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**PROCEDURES FOR DENTAL TREATMENT TO  
RENO COUNTY JAIL INMATES AT  
PRAIRIESTAR HEALTH CENTER**

- One (1) appointment may be made on M-F as needed, preferably in the morning.
- Jail personnel will contact the PSHC dental receptionist at 620-802-0090. If no answer, please leave a detailed message. A call will be returned at their first opportunity.
- The dental receptionist will enter the inmate's name and date of birth (DOB), with the Reno County Jail named as the guarantor. Phone number will be left blank.
- Jail personnel will have all inmates that are scheduled to be seen complete the PSHC patient registration packet PRIOR TO the scheduled appointment. This packet will be brought with them to the appointment.

**ARRIVAL OF INMATE**

- The Reno County Jail personnel will park on the NORTH side of the PSHC facility.
- Jail personnel will ring the buzzer at the north door (Entrance 2). A medical receptionist will buzz the jail personnel and inmate into the building and contact the dental office to let them know the patient has arrived.
  - To maintain as little exposure to other patients as possible, a PSHC dental staff member will meet the jail personnel and inmate and escort them into the dental treatment area.
- The jail personnel and inmate will exit the treatment area and PSHC facility by the same route in which they entered.

**RENO COUNTY JAIL PERSONNEL**

Shawn McHaley, Undersheriff  
Shawn.mchaley@renolec.com  
620-694-2735

~~Linda McMann, RN  
Linda.mcmann@renolec.com  
620-491-3422 (cell)  
620-694-2738 (office)~~

~~Jackie Redinger  
Jackie.redinger@renolec.com  
620-694-2738 (office)  
620-259-2130 (desk)~~

Deanna Taylor, RN  
deanna.taylor@renolec.com  
620-259-2131 (desk)  
620-694-2727 (Jail Admin)



## AGENDA ITEM

## **AGENDA ITEM #6.E**

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Karla Nichols, Director of Public Health, and Megan Gottschalk,  
Assistant Director of Population Services

**AGENDA TOPIC:**

Reno County Health Department (RCHD) is seeking approval to apply for the National Association of County & City Health Officials (NACCHO) Reducing Overdose through Community Approaches (ROCA) Mentorship Program Grant.

**SUMMARY & BACKGROUND OF TOPIC:**

National Association of County & City Health Officials (NACCHO) is offering an RFP (Request for Proposal) for Reducing drug related overdoses in communities through a mentorship/mentor funding opportunity. Reno County Health Department has made solid progress working with partners, coalitions, and utilizing data to reduce overdoses and overdose deaths in the past two years. RCHD is requesting to submit a proposal for this grant application to be a mentor to a neighboring community within the NACCHO region which covers: Nebraska, Kansas, Oklahoma, Missouri, Iowa. Reviewing prevention strategies that NACCHO and CDC are looking for in this RFP we are currently utilizing best practices when it comes to all 5 strategies. Linkages to care, providers and health systems support, partnership with public safety and first responders, harm reduction, and surveillance and data sharing. If we are chosen for funding, we will work with another agency within our region to listen, consult, and influence work that is happening in their community towards reducing Opioid Use disorder. Requirements for this funding will be approximately 72 hours for the 2023 year and the opportunity to engage in leadership coaching for our health educators who will be working on this grant. This allows our successes to be replicated within a regional area, the opportunity to interact and learn from other communities reducing overdoses and deaths and ultimately applying best practices and saving lives in our community and others.

Mentoring one (1) mentee: up to \$70,000

Mentoring two (2) mentees: up to \$125,000

Applications are due December 5, 2022

**ALL OPTIONS:**

1. Approve the application.
2. Deny the application.

**RECOMMENDATION / REQUEST:**

The Board of County Commissions to approve our request.

**POLICY / FISCAL IMPACT:**

Utilize Grant funds to fund a portion of the Reno County Health Department.

# NACCHO

National Association of County & City Health Officials

**REQUEST FOR PROPOSALS**

**Reducing Overdose through Community Approaches (ROCA)**

**Mentorship Program – Mentor Application**

**National Association of County and City Health Officials (NACCHO)**

**Date of Release: October 24th, 2022**

**\*Applications are due by: December 5<sup>th</sup>, 2022 by 11:59pm ET**

**Project Title:** Reducing Overdose through Community Approaches Mentorship Program  
**Proposal Due Date and Time:** December 5<sup>th</sup>, 2022 by 11:59pm ET  
**Selection Announcement Date:** on or around December 19, 2022  
**Source of Funding:** Centers for Disease Control and Prevention  
**Maximum Funding Amount:** up to \$70,000 for mentors of one (1) mentee (or \$125,000 for mentors supporting two [2] mentees)  
**Estimated Period of Performance:** February 1, 2023 – January 31, 2024  
**Online Submission Form:** <https://nacchoapplication.secure-platform.com/a/solicitations/43/home>

## I: Background

The overdose epidemic is a public health crisis that continues to threaten the lives and wellbeing of our communities across the country. Overdose deaths have continued to accelerate since the onset of the COVID-19 pandemic at an alarming rate. In 2021, approximately 108,000 people died from overdoses in the United States according to provisional data from the Centers for Disease Control and Prevention.<sup>1</sup> While the majority of overdose deaths continue to involve opioids, an increase of synthetic opioids (e.g., illicitly manufactured fentanyl) across the drug supply have been driving this worsening crisis in recent years. In addition, increases in deaths related to stimulants and psychostimulants have been observed. This confluence of factors has served to only widen health disparities further, with a disproportionate impact on historically marginalized communities. From 2019 to 2020, drug overdose death rates increased by 44% and 39% among Black and American Indian or Alaska Native individuals, respectively, with larger disparities in overdose deaths in counties with greater income inequality.<sup>2</sup>

Trauma, substance use, and overdose are connected in a cycle that affects individuals, families, and communities across generations. Substance use in the home can lead to adverse childhood experiences, often referred to as ACEs, which are preventable, potentially traumatic events that occur in childhood (0-17 years) such as neglect, experiencing or witnessing violence, and having a family member attempt or die by suicide. ACEs also include aspects of a child's environment that can undermine their sense of safety, stability, and bonding, such as instability due to growing up in a household with substance use; mental health conditions; or parental separation or incarceration of a parent, sibling, or other member of the household.<sup>3,4</sup> These examples do not comprise an exhaustive list of childhood adversity, as there are other traumatic experiences that could impact health and wellbeing.

ACEs are connected with a predisposition to substance use during adolescence and adulthood, including prescription opioid misuse,<sup>5,6</sup> marijuana and cocaine use,<sup>7</sup> and substance use disorder (SUD).<sup>8,9</sup> ACEs are also associated with overdose among adults with opioid use disorder (OUD).<sup>10</sup> Additionally, research has shown that substance use among parental figures or caregivers is a significant predictor of SUD among children and adolescents.<sup>11,12</sup> While ACEs can contribute to negative lifelong health and social consequences, positive childhood experiences (PCEs) also profoundly affect health and development, potentially preventing or buffering against toxic stress created by adverse experiences.<sup>13</sup>

Given the evolving nature of the overdose epidemic and its potential to impact future generations, a comprehensive public health approach is needed that includes up- and downstream prevention strategies at different levels of the social ecology. Evidence-based, culturally responsive prevention strategies that support people who use drugs and their families are critical to breaking the intergenerational cycles of trauma and substance use.



## II: Funding Opportunity Overview

The National Association of County and City Health Officials (NACCHO), with support from the Centers for Disease Control and Prevention (CDC), the National Center for Injury Control and Prevention (NCIPC), is pleased to offer this funding opportunity for the *Reducing Overdose through Community Approaches (ROCA) Mentorship Program*. This program is designed to:

- Pair LHDs that have experience in advancing their ACEs, substance use, and overdose prevention programs in key strategy areas (see below) with peer LHDs interested in receiving assistance, guidance, tools, and resources to help strengthen their jurisdiction's capacity.
- Provide bi-directional learning to share strategies and tools that can be integrated into prevention and response efforts.
- Establish a network of LHDs from across the country to be a resource for continuous learning and connection around substance use and overdose prevention both during and following the project period.

This exciting funding opportunity will bring together a diverse group of LHDs through virtual and in-person meetings to allow mentors to share their experience and practical knowledge and foster peer connections. Mentors will provide customized technical assistance (TA) and support to help strengthen their mentee's capacity to design and implement evidence-based overdose prevention and response strategies. Through the intentionally designed programming, and with support from NACCHO, CDC, and their partners, mentor teams will have the opportunity to grow and strengthen their own leadership, facilitation, and coaching skills.

Through this funding opportunity, NACCHO and CDC will select and award up to twenty-five (25) applicants to be mentors. **Please refer to the following breakdown for the anticipated funding based on the number of mentees applicants are willing to mentor:**

Mentoring one (1) mentee: up to \$70,000  
Mentoring two (2) mentees: up to \$125,000

Mentors may request one or two mentees. For those applying to support two mentees, the final number of mentees assigned to a mentor will depend on the number of applications received, the type of mentoring requested, and the mentor's demonstrated level of experience.

Selections will be made on or around December 19, 2022 and the project period shall will run from the date of contract execution (approximately) February 2023 through July 31, 2023. Contingent on CDC approving a no cost extension, the project will continue to run through January 31, 2024.

Applications must be submitted through the [online submission form](#) no later than December 5<sup>th</sup>, 2022, 11:59 E.T. In fairness to all applicants, NACCHO will not accept late submissions.

**This will be a fixed-price, deliverables-based contract.** A final invoice schedule will be agreed upon by NACCHO and the grantee after notice of their award. All payment will be contingent on receipt of satisfactory deliverables.

All necessary information regarding the project and application process may be found in this Request for Proposals (RFP). Applicants may pose individual questions to NACCHO at any point during the application process by emailing the NACCHO Overdose, Injury, and Violence Prevention Team at [IVP@naccho.org](mailto:IVP@naccho.org).

NACCHO will host an optional webinar on Tuesday, November 8<sup>th</sup> from 3:00 – 4:00pm ET to walk through the RFP and respond to questions. Interested participants should [register for the webinar](#) in advance. Please note that no new information will be shared during the call. Applicants need not wait for this optional call to begin or submit applications. The call will be recorded and posted to the NACCHO website.

Funding for this RFP is supported by the CDC cooperative agreement 6 NU38OT000306-05-01 entitled *Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation’s Health*.

Event	Date/Time (All Times E.T.)
Launch RFA	October 25 <sup>th</sup> , 2022
Informational Webinar ( <a href="#">register here</a> )	November 8 <sup>th</sup> , 2022 from 3-4pm ET
Proposal Submission Deadline	December 5 <sup>th</sup> , 2022
Award Notification Date	December 19 <sup>th</sup> , 2022
End of Initial Project Period	July 31, 2023

### III. Key Strategy Areas

There will be two tracks to which applicants can apply for this mentorship program:

- 1) **Overdose Prevention and Response:** for LHDs with experience in strengthening capacity to equitably implement initiatives, programs, and services that address their local community’s burden of drug overdose.
- 2) **Intersection of Adverse Childhood Experiences and Substance Use:** for LHDs with experience in strengthening capacity to equitably implement initiatives, programs, and services that prevent substance use disorders and overdose, including evidence-based strategies for upstream prevention and mitigation of ACEs. LHDs interested in this track will use a multigenerational approach, working to decrease substance use, SUD, and overdose while simultaneously preventing ACEs in children and youth.

Mentors can apply to one or both tracks, indicating preference if applicable. However, if applying to both tracks, mentees will only receive a single award for one track. Final selection may be dependent on availability of Mentees within each track. Participants in each track will have the same deliverables per the award; however, the focus of the TA provided will be specific to the key strategy areas within their track.

The TA to be provided by mentors to mentees will fall into the strategy areas as outlined below; see bulleted points for example activities. **Within each track, mentor applicants are required to indicate at**

**least two strategy areas (rank ordered) in which they have expertise and could provide TA to another health department.**

*Note: applicants of the Overdose Prevention and Response track will be required to select overdose prevention strategies. Applicants of the Intersection of ACEs and SU track will be required to select ACE prevention strategies (while tailoring their ACEs work to impact substance use and overdose). Applicants who would like to be considered for both tracks must select both overdose prevention strategies and ACEs strategies.*

**Overdose Prevention Strategies.** Applicants are encouraged to review Evidence-Based Strategies for Preventing Opioid Overdose: What's Working in the United States for guiding principles and a general overview of current best practices.

1. **Linkages to Care.** Activities at the systems-level in important settings such as the healthcare system, substance use treatment, harm reduction facilities, or community education events to improve the ability of people who use drugs to access ongoing care and social supports, including:
  - Referral protocols to treatment or social determinants of health-related supports in emergency departments for people who have a non-fatal overdose and/or request support
  - Outreach teams that follow-up with individuals who have experienced an overdose event for referrals to services
  - Implementation support for Screening, Brief Intervention, and Referral to Treatment (SBIRT) and medications for opioid use disorder programs
  - Identify and reduce service gaps, particularly in communities with the highest burden of overdose
2. **Providers and Health Systems Support.** Activities with clinicians to ensure they are trained and practice cultural humility to manage pain in both opioid-dependent and opioid-naive patients, and to effectively engage patients in a non-stigmatizing way to identify substance use related health needs and address overdose risk, including:
  - Academic detailing for providers
  - Training or education on evidence-based prescribing guidelines
  - Establishing overdose education and naloxone distribution or prescribing plans
  - Increasing the number of providers prescribing buprenorphine
  - Development and implementation of plans of safe care for infants at risk for neonatal opioid withdrawal syndrome and their parents
  - Recruitment of clinicians and staff who are more representative of the communities being served or have lived experience
3. **Partnerships with Public Safety and First Responders.** Activities with public safety and first responders (e.g., fire, emergency medical services, law enforcement, criminal justice system) who commonly engage with people who use drugs, including:
  - Initiation or enhancement of response capacity with novel public safety data systems to detect overdose spikes, locate hotspots, and/or identify emerging drug threats

- Trauma-informed trainings for first responders and public safety personnel that interact with children/schools
  - Deflection programs or alternatives to incarceration through pre-arrest diversion programs
  - Provision of overdose education and naloxone distribution among justice-involved populations
- 4. Harm Reduction.** Activities to implement practical strategies and interventions aimed at people who are already engaged in drug use to prevent death and other negative health outcomes, including:
- Overdose education and naloxone distribution, prioritizing areas with high incidence of overdoses
  - Increased access and dissemination of harm reduction materials to people who use drugs
  - Activities to increase opportunities for people who use drugs to inform strategies and interventions
  - Drug checking programs to determine substances present including distribution of fentanyl test strips
- 5. Surveillance and Data Sharing.** Activities that support or improve data sharing and surveillance to inform overdose prevention and response efforts, including:
- Collection of timely fatal and/or non-fatal overdose data
  - Disaggregation and use of surveillance data to identify populations and communities disproportionately affected by SU and overdose
  - Stratification of data by race, ethnicity, and language to inform programmatic efforts
  - Development or use of health equity indicators to identify inequities at the neighborhood level across the jurisdiction
  - Development of data-sharing agreements across partners

**ACEs Prevention Strategies.** Applicants should reference the CDC-developed resource, [Preventing Adverse Childhood Experiences \(ACEs\): Leveraging the Best Available Evidence](#), which can help states and communities use the best available evidence to prevent ACEs from occurring, as well as lessen harms when ACEs do occur. This resource features six strategies drawn from the [CDC Technical Packages to Prevent Violence](#). Where possible, applicants are encouraged to consider highlighting experience in the evidence-based ACEs prevention programs, policies, and practices in these resources, as some of these programs, policies, and practices either have already demonstrated impact on substance use prevention or may theoretically impact substance use, SUD, and overdose. In recognizing adverse community environments can foster adverse childhood experiences (known as the “Pair of ACEs”), cross-sector strategies may also build resilience by addressing underlying, systemic inequities within the community.

- 1. Strengthen Economic Supports to Families.** Activities that decrease the likelihood of unemployment which can lead to risk factor for SUDs like low self-esteem and depression. These activities may include:

- Working with local businesses to implement family-friendly work policies such as paid leave and flexible and consistent work schedules
  - Strengthening household financial security
  - Developing job training and placement programs for parents and caregivers with SUDs
  - Supporting access to quality, affordable housing
  - Addressing drivers of poverty within the community
2. **Promote Social Norms that Protect Against Violence and Adversity.** Activities that promote healthy relationships to decrease violence, as witnessing violence in the home or community is a risk factor for SUD. These activities may include:
- Promoting positive community norms and build community resilience
  - Developing public education campaigns
  - Supporting Legislative approaches to reduce corporal punishment
  - Implementing VERB Bystander approaches
  - Mobilizing men and boys as allies in prevention
  - Engaging community-based violence prevention teams and restorative justice approaches
  - Working with community partners to promote positive childhood experiences and safe, stable, and nurturing environments and relationships
  - Community trainings to raise awareness and knowledge about positive childhood experiences and trauma-informed care
3. **Ensure a Strong Start for Children.** Activities that help caregivers build a safe, stable, nurturing, and supportive home environment and a strong foundation for children’s future learning and opportunities. These activities may include:
- Implementing early childhood home visiting programs for people with known SUD or risk for overdose
  - Ongoing support beyond ages 0-5 for families impacted by substance use
  - Assisting communities in accessing affordable, high-quality childcare
  - Providing preschool enrichment opportunities that prioritize family and caregiver engagement
4. **Teach Skills.** Activities that teach skills to promote nurturing and supportive family environments and resiliency in children. Evidence-based parenting programs for people with or at risk for SUD or overdose may decrease substance use while improving sensitivity, reciprocity, and/or parenting practices with children. These activities may include:
- Facilitating social-emotional learning approaches for children and youth
  - Promoting safe dating and healthy relationship skill programs
  - Teaching parenting or caregiver skills and family relationship approaches
  - Teaching youth to recognize signs of substance use
  - Building caregiver skills to engage in honest conversations with youth about drugs, including effects, risks, and harm reduction strategies
5. **Connect Youth to Caring Adults and Activities.** Activities that create positive childhood experiences that promote resiliency, mitigate the effects of an unstable or unsafe home environment, and may decrease risk for SUD and overdose. These activities may include:

- Developing and implementing mentoring programs for high-risk communities
  - Developing and implementing after-school programs
  - Developing and implementing school-based programs connecting students and teachers
6. **Intervene to Lessen Immediate and Long-Term Harms.** Activities that provide trauma-informed training, education, or implementation support for SUD treatment or harm reduction center staff to decrease the likelihood of a child or youth being exposed to substance use in the home and initiating substance use. These activities may include:
- Enhancing primary care
  - Prioritizing victim-centered services
  - Promoting treatment to lessen the harms of ACEs and decrease later risk of substance use, including Trauma-Focused Cognitive Behavioral Therapy
  - Developing treatment to prevent problem behavior and future involvement in violence
  - Moving towards family-centered treatment for substance use disorders
  - Offering wraparound services for youth and families
  - Implementing the Handle with Care model between law enforcement/emergency services and the school system
  - Providing training on trauma-informed approaches, ACEs, toxic stress, and building resilience to early childhood professionals, school staff, and/or community partners

## IV. Eligibility and Contract Terms

NACCHO defines a mentor as a LHD staff member or small team with demonstrated skills or experience in providing one-to-one capacity-building support to another LHD, staff member, or team via advice, sharing of resources and tools, and other guidance. Additionally, the mentor should aim to create a thriving environment of learning, shared accountability, and growth to result in sustained advancements for the staff member and/or team.

This funding opportunity is open to LHDs with expertise and knowledge that meet the following requirements:

- a. All mentoring LHDs must currently have a program that uses at least one of the key *Overdose Prevention and Response* strategy areas identified above
- b. If applying to the *Intersection of ACEs and SU* track, mentoring LHDs must also have demonstrated experience with programming using at least one of the key ACEs prevention strategy areas identified above
- c. LHD must have **one primary point of contact**, who actively communicates with NACCHO on all technical and administrative aspects of the project. This person may or may not be the same person serving as the mentor for the LHD whose eligibility criteria is described below.
- d. LHD must have **at least one staff member** with experience in the designated programming areas who can serve as the **lead mentor** to the LHD mentee(s) and meets the below expectations. This person may or may not be the same person serving as the primary point of contact described above:
  - Has experience and expertise in one or more of the listed categories;
  - Has at least five years of professional experience in the areas of expertise identified related to overdose prevention or response and/or ACEs prevention or mitigation work;

- Is able to dedicate at least 5-6 hours/month per mentee to this program;
- Has at least 1-2 years of experience working in an LHD (current employment may be included)
- Has at least 1-2 years of experience in a leadership or mentorship role (e.g., this person must demonstrate their skills and ability to effectively mentor others).

In addition to the minimum requirements as specified above, mentoring LHDs may also choose to designate additional staff members as part of the **mentor team**, including those who are seeking to grow their own leadership and coaching skills through participation in this program. While additional members of the mentor team should have demonstrated interest and experience in the designated key strategy areas, they would not be required to have the same years of professional experience and in a leadership role. **The mentor can leverage their collective agency expertise when providing TA to their mentee(s).**

**Contract Terms:** Selected applicants will enter into an agreement with NACCHO using the standard contract terms and conditions. Agreement with NACCHO's standard contract language is a requirement. Should your organization need to propose any changes to the terms and conditions, please inform us immediately, however NACCHO reserves the right to accept or decline such changes. Significant changes, which could affect the agreement's timely execution, may impact your selection as a successful applicant. Agreeing to NACCHO's Resolution of Disputes and Governing Law is expected and aside from those two clauses, limited modifications to the terms or contract language can be accommodated. LHDs that cannot agree to NACCHO's contract language should not apply for this initiative.

If you are an applicant from Florida or Texas, please contact NACCHO's Injury and Violence Prevention team at [IVP@naccho.org](mailto:IVP@naccho.org) immediately for a copy of their standard contract. As part of the application, LHD applicants will be asked to verify that they have read NACCHO's standard contract language and have provided a copy to the individual with signing authority at your organization for advanced consideration.

NACCHO will establish a fee-for-service contract with the awarded applicant wherein deliverables will be listed in the recipient contract and payment will be remitted upon submission and acceptance of those items; see Appendix B for the anticipated deliverable schedule.

## V. Project Goals & Technical Requirements

The anticipated project period will be 12 months long. Applicants should review all proposed activities and expenditures to ensure there is a reasonable expectation that program deliverables can be completed and project funds can be spent within the given project period.

Selected mentor LHDs will be expected to:

- Attend Program Kick-Off Meeting:** A kick-off meeting will be held on February 6<sup>th</sup>, 2023 from 2:00 – 3:30 pm ET with all program participants to review the project's expectations and activities. *Note: attendance at this kick-off meeting is a requirement of participation in the*

*program. If the primary point-of-contact is unavailable to attend, they may send a designee in their place.*

- b. **Hold Meetings with Mentee(s):** Mentors will facilitate at least 12 dedicated meetings with their mentee(s) throughout the project period to work through the development of project deliverables, assess progress, troubleshoot challenges, etc. *Note: mentors applying to support more than one mentee must have recurring one-on-one meetings with each of their mentee LHDs.*
- c. **Participate in Leadership Coaching Series:** Mentors will participate in at least nine peer-to-peer calls with their fellow mentors to work on strengthening their mentoring, facilitation, and leadership skills. During these sessions, mentors will learn to facilitate any required exercises and activities with their mentees, as well as serve as an opportunity to network, share successes and challenges.
- d. **Conduct Mentee Needs Assessment:** Using templates provided by NACCHO, mentors will facilitate a needs assessment, drawing on environmental scanning techniques and assessing current capacity and readiness, to better understand their local context, identify specific needs and assets, and to assess current capacity and readiness.
- e. **Support Development of Mentee Work Plan:** Using templates provided by NACCHO, mentors will guide their mentee(s) in developing focused objectives and an associated work plan.
- f. **Develop a Technical Assistance Plan:** Using templates provided by NACCHO, mentors will craft a plan to outline how they will support the mentee(s) via TA throughout the project period.
- g. **Present at Mentorship Symposium:** NACCHO will be holding an in-person symposium including all mentorship participants in the spring of 2023 in Washington, DC. Each mentor LHD will be expected to present during the symposium (e.g., panel presentation, focused workshop, etc.) on a relevant topic of interest to other participants. The final topics and formats will be determined in collaboration between the mentors, NACCHO, and CDC coordinating committee.
- h. **Attend Site Visit at Mentee Agency:** The lead mentor and, if desired, other mentor team members will travel to the mentee agency in the spring of 2023 for an in-person site visit. If COVID protocols or restrictions on travel do not allow an in-person visit, virtual visits will be permitted.
- i. **Guide Mentee in Sustainability Planning:** Mentors will support mentees in planning to sustain their initiative or prevention efforts beyond the project period, emphasizing the importance of early planning to maintain organizational capacity, financial support, partner relationships, and buy-in.
- j. **Attend NACCHO Check-Ins:** Mentors will participate in at least four individual check-in calls facilitated by NACCHO to review progress, discuss success and challenges, and identify additional areas or needs for support.
- k. **Participate in Project Evaluation Activities:** Mentors will participate in additional evaluation-related activities with NACCHO and CDC to track and measure progress towards specified outcomes, such as completion of an end-of-project report, surveys, or interviews.



NACCHO will pay the selected applicants in installments according to the deliverable schedule in Appendix B for a full list of the anticipated deliverables to be fulfilled, invoice periods, and payment schedule. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary. A final invoice schedule will be agreed upon by NACCHO and the grantee after notice of their award.

## VI. Submission Instructions

To apply for this funding opportunity:

- 1) Review the requirements and expectations outlined in this RFA.
- 2) If you have any additional unanswered questions, please contact NACCHO's Overdose, Injury, and Violence Prevention Team at [IVP@naccho.org](mailto:IVP@naccho.org).
- 3) Read NACCHO's [standard contract terms and conditions](#) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made. *Do not sign or send back the contract with the application.*
- 4) Submit the application to NACCHO by **December 5<sup>th</sup>, 2022** at 11:59pm ET. Submissions after this deadline will not be considered. **Please submit your application using NACCHO's [online portal here](#).** Please note that to gain access to the submission portal, applicants will need to create a NACCHO.org account if they do not already have one.
- 5) The submitted application must include the following items to be deemed complete:
  - a. A brief narrative that addresses all domains as described in the next section.
  - b. Anticipated budget (template provided) and budget narrative.
  - c. All completed attachments.
  - d. The applicant must be registered with the System for Award Management (SAM) and have an active DUNS/SAM number. **For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.**

NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness. Applicants will be notified of their selection status by e-mail to the primary point-of-contact on or around December 19<sup>th</sup>, 2022. Selected applicants will be required to confirm participation and agreement with the contract scope of work after receiving a notification. The designated point-of-contact for selection must be available to receive and respond to the notification in a timely manner.

All questions may be directed to NACCHO's Overdose, Injury, and Violence Prevention Team at [IVP@naccho.org](mailto:IVP@naccho.org).

## VII. Application Response Format & Selection Criteria

Applications will be reviewed by NACCHO and CDC and scored based on the following criteria. The budget will not be included in the scoring criteria but is required for complete application submissions. NACCHO will not review incomplete applications.

**a. Mentor Point-of-Contact:**

- Name of LHD
- Location of LHD
- LHD Primary Point-of-Contact
  - Name, Title
  - Email Address
  - Phone number
- Lead Mentor
  - Name, Title
  - Email Address
  - Phone number
  - Mentor resume or curriculum vitae

**b. Identify how many Mentees you are interested in mentoring:**

- Mentoring one (1) mentee: up to \$70,000
- Mentoring two (2) mentees: up to \$125,000

**c. Identify which track to which you are applying:**

- Overdose Prevention and Response
- Intersection of Adverse Childhood Experiences and Substance Use
- Both

**d. Identify (at least two) Key Strategy Areas of expertise:**

- Overdose prevention strategies
  1. Linkages to Care
  2. Providers and Health Systems Support
  3. Partnerships with Public Safety and First Responders
  4. Harm Reduction
  5. Surveillance and Data Sharing
- ACEs prevention strategies
  1. Strengthen Economic Supports to Families
  2. Promote Social Norms that Protect Against Violence and Adversity
  3. Ensure a Strong Start for Children
  4. Teach Skills
  5. Connect Youth to Caring Adults and Activities
  6. Intervene to Lessen Immediate and Long-Term Harms

**e. Jurisdictional Characteristics:** Please provide a brief overview of the jurisdiction your health department serves by selecting the appropriate option for each jurisdictional characteristic.

<b>Jurisdiction served</b>	<input type="checkbox"/> City or town <input type="checkbox"/> County <input type="checkbox"/> Multi-county
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	<input type="checkbox"/> Other
<b>Size of population served</b>	<input type="checkbox"/> Small: <50,000 <input type="checkbox"/> Medium: 50,000-500,000 <input type="checkbox"/> Large: 500,000+
<b>Geographic region</b>	<input type="checkbox"/> New England <input type="checkbox"/> Mid-Atlantic <input type="checkbox"/> East North Central <input type="checkbox"/> West North Central <input type="checkbox"/> South Atlantic <input type="checkbox"/> East South Central <input type="checkbox"/> West South Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific
<b>Degree of urbanization</b>	<input type="checkbox"/> Urban <input type="checkbox"/> Urban/Suburban <input type="checkbox"/> Suburban <input type="checkbox"/> Suburban/Rural <input type="checkbox"/> Rural
<b>Type of LHD governance</b>	<input type="checkbox"/> Local ( <i>LHD is unit of local government</i> ) <input type="checkbox"/> State ( <i>LHD is unit of state government</i> ) <input type="checkbox"/> Shared ( <i>LHD is governed by both state/local authorities</i> )
<b>Number of full-time staff employed within LHD</b>	<input type="checkbox"/> <5 <input type="checkbox"/> 5-9.9 <input type="checkbox"/> 10-24.9 <input type="checkbox"/> 50-99.9 <input type="checkbox"/> 100-199.9 <input type="checkbox"/> 200+

- f. **Our Work (50%):** This section will be scored on the completeness of the description and understanding of the current landscape of the organization’s work, as well as capacity to implement programs and services within the selected key strategy areas. Each of the following components must be addressed:
- Brief description of LHD and the jurisdiction it serves including the location, demographics of population served in your community, and drug overdose, substance use, and, if applicable, ACEs burden.
  - Describe the lead mentor’s and (if applicable) mentor team’s current and recent work that falls into the key strategy area(s) selected above. Identify their role and the role of the health department for each program.

1. *Note: for applicants to the Intersection of ACEs and SU track, be sure to specify how your ACEs prevention work has impacted or been designed to impact substance use and overdose in your community.*
- Where applicable, describe successes of the program(s) and challenges experienced, including strategies and solutions to overcome said challenges.
- g. Capacity to Mentor (50%):** This section will be scored based on the strength of the mentor's experience, as well as whether the proposed staffing structure provides sufficient detail and support to provide the TA required as part of the program activities. Each of the following components must be addressed:
- Describe the lead mentor's and (if applicable) mentor team's:
    1. Experience in the field of public health, overdose prevention and response, and/or ACE prevention and mitigation, highlighting expertise and understanding of the key strategies selected.
    2. Experience in leadership and/or mentorship positions and if they have participated in a formal mentorship program in the past.
    3. If applicable, experience teaching others (e.g., staff, LHDs, community partners or other stakeholders) how to implement evidence-based overdose or ACE prevention strategies in your community.
  - Describe the proposed staffing structure, including roles and responsibilities, particularly if there are additional members of the mentor team.
- h. Budget Justification**
- Applicants must complete a detailed line-item excel budget and accompanying narrative using the forms provided. Mentor applicants may apply for up to \$70,000 to support fulfillment of the program deliverables and provision of TA to one mentee (or \$125,000 to support two mentees).
  - The budget will be reviewed as part of the selection process but will not be included in the application's score. Preference will not be given to applicants that submit budgets under the full eligible amount. Revisions to the budget may be requested as a condition of award, and a final budget must be approved to proceed with contract execution. Budgets will be reviewed and approved based on:
    1. Reasonableness of costs
    2. Cost allowability
    3. Sufficient staffing to support program activities
    4. Sufficient justification of costs
  - Please note that the awards are categorized as consultant and disbursed in four invoice periods upon receipt of satisfactory deliverables, not reimbursement for expenses incurred. This is a firm, fixed-price contract. The purpose of the budget narrative is to demonstrate that the applicant has considered appropriate funding needed to accomplish the work it has proposed.
  - The budget should span 12 months with the understanding that the project will end on January 31, 2024. Using the template, the budget will be broken into Year 1 (contract start date through 7/21/23) and Year 2 (8/1/23 through 1/31/24). The total budget amounts for

Year 1 and Year 2, respectively, must align with the % of the total budget to be paid within those time periods according to the anticipated schedule of deliverables (Appendix B).

1. For mentors supporting one (1) mentee:
    - a. Year 1 Total = 72.5% of total budgeted funds
    - b. Year 2 Total = 27.5% of total budgeted funds
  2. For mentors supporting two (2) mentees:
    - a. Year 1 Total = 75.0% of total budgeted funds
    - b. Year 2 Total = 25.0% of total budgeted funds
- Items that may be requested for funds include but are not limited to:
    1. *Staff salary and fringe benefits* to cover time spent on project and associated deliverables
    2. *Supplies* to support technical assistance provided and site visit
    3. *Travel* to the mentee's agency for a site visit or other relevant conferences to strengthen mentor's knowledge and capacity.
      - a. *Note: NACCHO will separately reimburse travel for at least 2 participants to attend the in-person mentorship symposium.*
    4. *Contractual costs* such as training or education to strengthen the mentor's or mentee's capacity
    5. *Other costs* such as virtual meeting platforms, postage, printing fees, etc. mileage, marketing/promotional materials, field supplies, registration for relevant trainings or workshops, and contractual fees.
  - Please see Appendix A for a list of unallowable costs. In addition, the budget justification cannot include in kind contributions.

**i. Additional Information**

- One Letter of Support from the Health Director or Administrator as a PDF file.
- The résumé or CV of each staff member serving on the mentor team as PDF files.
- One reference letter for POC serving as a mentor (optional) as a PDF file.
- Vendor Form – Form
- W-9 Form – Form
- Completed Certification of Non-Debarment – Form
- Proof of active SAM.gov registration
- Completed FFATA data collection form. (This form will be required for all contracts over \$30,000, but if you are not able to complete the form in time for the application deadline, this form can be submitted up to three weeks after the application deadline.) – Form

## Appendix A - List of Unallowable Costs

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services. NACCHO reserves the right to request a revised cost proposal, should NACCHO and CDC determine applicant's proposed cost as unallowable. Restrictions that must be considered while planning the programs and writing the budget:

1. Equipment exceeding \$5,000 per individual item.
2. Naloxone/Narcan
3. Syringes and pipes.
4. HIV/HCV/other STD/STI testing.
5. Drug disposal programs and supplies. This includes implementing or expanding drug disposal programs or drug take-back programs, drug drop box, drug disposal bags.
  - a. Syringe collection programs and equipment, however, are allowable.
6. The provision of direct medical/clinical care. Please reach out to NACCHO for clarification on what meets this threshold.
7. Wastewater analysis, including testing vendors, sewage testing and wastewater testing.
8. Direct funding for the provision of substance use treatment.
9. Recipients may not use funds for research.
10. Development of educational materials on safe injection.
11. The primary prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity.
12. The purchase of motor vehicles.
13. Incentives such as food and beverage or gift cards will be reviewed on a case basis and will require the submission of further documentation.
14. Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): Recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:
  - a. Procure or obtain,
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country. President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients 14 | Page are expected to work toward implementation of the requirements

## Appendix B – Anticipated Schedule of Deliverables

Mentor Local Health Department for One (1) Mentee

Deliverable	Subtask	Estimated Timeline	Payment Schedule	
1. Kick-Off Meeting	Attendance at program kick-off meeting	Feb. 2023	1.5%	<b>Invoice #1</b> Due by or before May 15, 2023
2a. Mentee Meetings (#1-3)	Notes from one-on-one meeting #1	Feb. – April 2023	2%	
	Notes from one-on-one meeting #2		2%	
	Notes from one-on-one meeting #3		2%	
3a. NACCHO Check-In #1	Attendance at check-in(s) with NACCHO point-of-contact (at least 1)	Feb. – April 2023	1%	
4. Mentee Needs Assessment	Final mentee needs assessment	Feb. – March 2023	10%	
5. Facilitation of Mentee Work Plan Development	Final mentee work plan	March – April 2023	7%	
6. Technical Assistance Plan	Final technical assistance plan	March – April 2023	7%	
7. Mentorship Symposium	Final session description and learning objectives	April 2023	1%	
	Final presentation materials		3%	
2b. Mentee Meetings (#4-5)	Notes from one-on-one meeting #4	May – June 2023	2%	<b>Invoice #2</b> Due by or before July 15, 2023
	Notes from one-on-one meeting #5		2%	
3b. NACCHO Check-In #2	Attendance at check-in(s) with NACCHO point-of-contact (at least 1)	May – June 2023	1%	
8a. Leadership Coaching Series (#1-4)	Attendance at leadership coaching session #1	Feb. – June 2023	1.5%	
	Attendance at leadership coaching session #2		1.5%	
	Attendance at leadership coaching session #3		1.5%	
	Attendance at leadership coaching session #4		1.5%	
9. Attend Site Visit	Site visit summary report	June 2023	25%	
2c. Mentee Meetings (#6-8)	Notes from one-on-one meeting #6	July – Sept. 2023	2%	
	Notes from one-on-one meeting #7		2%	
	Notes from one-on-one meeting #8		2%	
3c. NACCHO Check-In #3	Attendance at check-in(s) with NACCHO point-of-contact (at least 1)	July – Sept. 2023	1%	
10. Facilitation of Sustainability Planning	Final sustainability plan	Sept. 2023	3.5%	
2d. Mentee Meetings (#10-12)	Notes from one-on-one meeting #10	Oct. – Dec. 2023	2%	<b>Invoice #4</b> Due by or before February 15, 2024
	Notes from one-on-one meeting #11		2%	
	Notes from one-on-one meeting #12		2%	
3d. NACCHO Check-In #4	Attendance at check-in(s) with NACCHO point-of-contact (at least 1)	Oct. – Dec. 2023	1%	
	Attendance at leadership coaching session #5		1.5%	





## **AGENDA ITEM**

## **AGENDA ITEM #6.F**

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Barbara Lilyhorn - Director Department of Aging & Public Transportation

**AGENDA TOPIC:**

Rcat pilot program purchase of a 2016 Champion low floor transport bus with 5,736 miles from Mobility Service Advisors, LLC 148 N. 90th RD. Culver, Kansas for \$93,094.20.

**SUMMARY & BACKGROUND OF TOPIC:**

Rcat has been interested in incorporating low floor cutaway transit busses into the fleet for 5-7 years. In 2020 Rcat was selected to receive funding for low floor buses through KDOT's Access, Innovation and Collaboration Program, COVID 19 has adversely impacted the production of low floor buses and this project has been delayed. Low floor buses are ADA compliant and provide easier safer boarding for all passengers. Through this assistance agreement with KDOT, Rcat can pilot the functionality of a low-floor bus during actual use in a small rural system.

**ALL OPTIONS:**

Accept the opportunity for Rcat to assist KDOT by piloting a low floor cutaway under actual use conditions.

Decline the opportunity for Rcat to assist KDOT by piloting a low floor cutaway under actual use conditions.

**RECOMMENDATION / REQUEST:**

Approval of the purchase and authorize Barbara Lilyhorn Director of the Department of Public Transportation to sign the agreement.

**POLICY / FISCAL IMPACT:**

The Department of Public Transportation has the budget authority for the purchase and reimbursement of this cost with no impact on the budget.

## KDOT Info Sheet

**Date** \_\_\_\_\_

**CMS Number** \_\_\_\_\_  
(KDOT will fill in)

**Project Number** \_\_\_\_\_  
(KDOT will fill in)

**Agency's Name**  
\_\_\_\_\_  
\_\_\_\_\_

**Agency's Federal Tax Id Number (FEIN)** \_\_\_\_\_

**Unique Entity ID** \_\_\_\_\_

**SAM Expiration Date** \_\_\_\_\_  
(System for Awards Management)

**All payments will be direct deposit. Is your agency currently set-up and have account information on file? Yes \_\_\_\_\_ No \_\_\_\_\_**

If your agency is not, please contact Ashley Meier at 785-296-2284 or Ashley.Meier@ks.gov to get all necessary documentation submitted.

**Payment mailing address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**AGREEMENT FOR CAPITAL AND OPERATING ASSISTANCE FUNDS  
FOR  
STATE TRANSPORTATION PROJECTS  
BETWEEN  
THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS  
AND  
RENO COUNTY PUBLIC TRANSPORTATION DEPARTMENT**

**THIS AGREEMENT** made this 14th day of November, 2022 is between the Secretary of Transportation of the State of Kansas (“Secretary”) and the Reno County Public Transportation Department, (“Provider”), collectively, the “Parties”.

**RECITALS**

- A. The Coordinated Public Transportation Assistance Act, K.S.A. § 75-5032, *et seq.* (CPTAA) provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons, persons with disabilities, and the general public.
- B. The Legislature of the State of Kansas has authorized the Secretary to administer the financial assistance by selecting projects of eligible applicants and administering the funds.
- C. The Secretary has delegated this authority to KDOT’s Bureau of Transportation Planning, Public Transportation Unit.
- D. The Provider has expressed an interest in sponsoring the Project within its geographic area to include the provisions and support of Public Transportation Services and has been identified as an eligible applicant under CPTAA.
- E. The Secretary is willing to provide financial assistance to the Provider for the Project, subject to the terms and provisions contained in this Agreement.

**NOW THEREFORE**, 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. **“Capital Equipment”** means the personal or real property identified in Appendix A, to be purchased by Provider pursuant to this Agreement. For purposes of this Agreement, Capital Equipment may include mobility management activities and Operating Costs.

3. **“CPTAA”** means the Coordinated Public Transportation Assistance Act, K.S.A. § 75-5032, *et seq.*, which provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons, persons with disabilities, and the general public.
4. **“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.
5. **“Operating Costs”** means the day-to-day costs of providing services which may include administration and personnel costs.
6. **“Project”** means those Public Transportation Services as detailed in the Provider’s Project Application.
7. **“Project Application”** means the Provider’s Project Application for funding submitted to the Secretary by the Provider for state CPTAA funding, incorporated into this Agreement by this reference.
8. **“Project Budget”** means the budget in Appendix A, which sets forth the allowable Project Costs for the Project and establishes the amount the Secretary will reimburse the Provider for those costs, incorporated into this Agreement by this reference.
9. **“Project Costs”** means the allowable expenses for the Project to be incurred by the Provider.
10. **“Provider”** means Reno County Public Transportation Department, whose office is located at 120 W. Avenue B, Hutchinson, KS 67501, acting by and through \_\_\_\_\_, its duly authorized representative.
11. **“Public Transportation Services”** means those services accessible to elderly persons, persons with disabilities, and the general public or as otherwise defined by the CPTAA, K.S.A. § 75-5034.
12. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

## ARTICLE II

### PARTY RESPONSIBILITIES:

1. **Purpose of Agreement.** The purpose of this Agreement is to state the terms, conditions, and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.

2. **Scope of Project.** The Provider shall undertake and complete the Project as described in its application which is incorporated into this Agreement in accordance with the terms and conditions of this Agreement.

3. **Cost of Project.** The cost of the Project for FY 2023 will be **\$93,064.20**, of which **\$93,064.20** will be provided by the Secretary from state funds. The funding will be used to support the purchase of Capital Equipment and operating expenses, as listed in Appendix A. In addition to the purchase of the Capital Equipment, the Project may include Operating Costs as delineated in Appendix A, Project Budget. The Provider agrees it will provide the local funds in an amount sufficient, together with the grant, to assure payment of the total Project Costs. The Provider shall initiate and prosecute to completion all actions necessary to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs. The Provider further agrees no refund or reduction of the amount so provided will be made unless there is, at the same time, a refund made to the Secretary of a proportional amount of the grant.

4. **Provider Matching Share.** The Provider's designated combination of federal, state, local, and/or private funding source has been or will be committed to provide the Provider's required share for the Project.

5. **Time Restriction on Reimbursement.** The Provider's requests for reimbursement must be submitted by the Provider no later than **July 7<sup>th</sup>, 2023**. Any funds not claimed for reimbursement by that date are forfeited by the Provider and will be retained by the Secretary. No funds will be carried over.

6. **Agreement Term.** This Agreement is effective from the date of execution of this Agreement until the useful life of the Capital Equipment, as determined by the Secretary, is expired unless this Agreement is terminated sooner in accordance with Section 10, titled Disposal of Capital Equipment, and/or Section 17, titled Termination of Agreement. Agreements pertaining to Operating Costs will have a term of one (1) year.

7. **Project Application.** The provisions and assurances found in the approved Project Application are incorporated into this Agreement by reference.

8. **Records and Reports.**

(a) **Establishment and Maintenance of Accounting Records.** The Provider shall establish and maintain a separate account for the Project, either independently or within its existing accounting system, to be known as the Project account. The Provider agrees to keep detailed and accurate accounting records of all labor, material, supplies, incidentals, and any other necessary costs involved in the Project.

(b) **Retention and Inspection of Reports.** The Provider shall retain at its offices during the period of contract performance and for a period of five (5) years from the date of the release of the security lien on the vehicle to the Provider (if applicable), all accounting records, and other evidence pertaining to the Project Costs. Copies of such records will be made available for inspection by the Secretary or his or her authorized representatives upon

request. The Provider shall permit the Secretary or his or her authorized representatives to inspect and audit all books and records pertaining to the Project and Project Costs at all reasonable times.

(c) Reports. The Provider shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings and/or written reports. The Provider shall submit to the Secretary such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Secretary. Such records, include, but are not limited to, the keeping of daily trip records.

9. **Default.**

(a) Remedies.

(1) If the Provider fails to perform any of the terms of this Agreement where such failure would constitute grounds to terminate this Agreement as provided in Section 17, titled Termination of Agreement, or if the Provider becomes insolvent, ceases doing business as a going concern, conservatorship, or receivership or bankruptcy proceedings are instituted by or against the Provider, the Secretary shall have the option to terminate this Agreement in addition to and without prejudice to any other rights and remedies provided under this Agreement and any laws and regulations.

(2) The Secretary may, upon default by the Provider, repossess any of the Capital Equipment purchased under this Agreement. Any repossession; however, shall not constitute a termination of this Agreement unless the Secretary notifies the Provider of termination in writing. It is the Secretary's option to dispose of the Capital Equipment in accordance with procedures incorporated into this Agreement. The Provider shall be liable to the Secretary for all fees and expenses, including attorney's fees, incurred in connection with any repossession of the Capital Equipment or their disposition as provided herein.

(b) Non-waiver. Failure by the Secretary to require strict compliance with this Agreement by the Provider does not constitute a waiver of said Agreement or any provision thereof. No waiver by the Secretary of any breach or default of the Provider shall be deemed a waiver of any breach or default thereafter occurring.

10. **Indemnification**. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Provider shall indemnify and hold harmless the Secretary, and his or her officers, agents, employees from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or any contracts entered into under this Agreement, or the operation of equipment described herein, by the Provider, its agents, or subcontractors.

11. **Termination of Agreement.**

(a) Without Cause. The Secretary may for any reason cancel the Project and terminate this Agreement by written notice from the Secretary to the Provider.

(b) For Cause. The Secretary may terminate this Agreement by written notice to the Provider for any of the following reasons:

- (1) The Provider, during the Capital Equipment's useful life, discontinues use of such Capital Equipment for the purpose of providing transportation services to elderly persons, persons with disabilities, and the general public.
- (2) The Provider takes any action pertaining to this Agreement without the approval of the Secretary as required by this Agreement.
- (3) The commencement or timely completion of the Project by the Provider is, for any reason, rendered improbable, impossible, or illegal.
- (4) A material breach of this Agreement by the Provider, the Provider's agent, or a subcontractor.
- (5) The Provider becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgment or other similar process is issued by any court against all or a substantial portion of the Capital Equipment of this Agreement, and the same is not removed and discharged within thirty (30) days after entry, levy, or service, then this Agreement shall be deemed breached by the Provider, and terminated.

(c) Termination by Provider. The Provider may cancel the Project and terminate the agreement only upon written request to the Secretary and after receiving written approval by the Secretary.

(d) Action Upon Termination. Upon termination of this Agreement, the Provider agrees to dispose of the Capital Equipment in accordance with policies and procedures in Section 10, Disposal of Capital Equipment. The termination of this Agreement shall not relieve the Provider of any of their rights and obligations to the Secretary existing at the time of expiration, or terminate those obligations of the Provider, which, by their nature, survive the termination of this Agreement.

12. **Additional Representations and Covenants of the Provider.** The Provider makes the following additional representations, warranties, and covenants to the Secretary:

(a) **Third Party Agreements.** The Provider shall not assign this Agreement, execute any subcontract, amendment, or change order thereto, nor obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Secretary.

(b) **Secretary's Employees.** The Provider will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the Secretary for any work required by the terms of this Agreement.

(c) **Compliance with Laws.** The Provider agrees to comply with all federal, state, and local laws, ordinances, and regulations in the implementation of the Project covered in this Agreement, including, but not limited to, Title VI, Title VII, and Title IX of the Civil Rights Act of 1964, 49 U.S.C. § 5332, and Executive Order 11246, as amended.

(d) **Responsibility to Employees.** The Provider accepts full responsibility for providing workers' compensation coverage and for payment of unemployment insurance and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement, and will indemnify and hold harmless the Secretary from the same.

(e) **Capabilities.** The Provider possesses and will maintain requisite fiscal, managerial, and legal capacity to carry out the Project.

13. **Covenant Against Contingent Fees.** The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See, Special Attachment No. 3, Certification of Provider and Certification of Secretary of Transportation, which is attached to and incorporated into this Agreement.)

14. **Equal Employment Opportunity.** In connection with the execution of this Agreement, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, sexual orientation, gender identity or expression, disability status, military or veteran status, or national origin. The Provider shall take affirmative action to ensure applicants are employed, and employees are treated fairly during this employment without regard to these and any other protected factors unrelated to the essential functions of the job. Such actions shall include, but not be limited to the following: employment; upgrading; demotion or transfer;



recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

15. **Cooperation and Coordination of Transportation Services.** The Provider has demonstrated and will continue to demonstrate acceptable efforts to achieve coordination with other transportation providers and users, including private transit and paratransit operators capable of providing service and social service agencies capable of purchasing service. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting the Secretary's goals and commitments with regard the provision of service that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

16. **Disputes.** The Secretary shall resolve any disputes which may arise out of, or relating to, this Agreement when the Secretary and the Provider have been unable to resolve such disputes through negotiation. The Provider agrees to abide by the Secretary's resolution of any dispute.

17. **Prohibition Against Use of State Funds for Lobbying.** The Provider or any subcontractor shall not use state assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before the State Legislature.

18. **Status of the Contractor and the Secretary for the State of Kansas Procurement Procedures.** The Secretary shall not be responsible for any obligations that the Provider has assumed with using the State of Kansas' procurement procedures. Furthermore, the Provider acknowledges and agrees that its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

19. **Prohibited Interest.** No member, or officer, of the Provider, during his/her tenure or two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### ARTICLE III

#### SPECIAL PROVISIONS FOR CAPITAL EQUIPMENT:

**Note:** If this Agreement pertains to Operating Costs only, provisions under Article III may not apply.

1. **Title of Capital Equipment.** The Provider shall hold title to all Capital Equipment purchased pursuant to this Agreement and secured pursuant to Section 11, titled Creation of Security Interest, of this Agreement.

2. **Use of Capital Equipment.** The Provider agrees the Capital Equipment will be used for the provision of transporting elderly persons, persons with disabilities, and the general public to and from activities within the area described in the Provider's Project Application. The Provider shall maintain, in an amount and form satisfactory to the Secretary, such insurance or self-

insurance as will be adequate to protect Capital Equipment throughout its useful life. The Provider shall keep satisfactory records with regard to use of the Capital Equipment and submit to the Secretary, upon request, such information as is required to ensure compliance with this Section. Capital Equipment may be used for the provision of Public Transportation Services within the metropolitan planning area, as defined by the Metropolitan Planning Organization (MPO) pursuant to 23 C.F.R. Part 450 for the Provider's geographic area. If, at any time, any Capital Equipment is used in a manner not approved by the Secretary or withdrawn from transportation service whether by planned withdrawal or casualty loss, the Provider shall immediately notify the Secretary. Refer to Section 10, Disposal of Capital Equipment for procedures regarding Capital Equipment disposition.

3. **Disposal of Capital Equipment.** The Provider agrees the Secretary has reserved the right to dispose of the Capital Equipment as follows:

(a) **Misuse.** If, at any time, any Capital Equipment is used for purposes other than those described in the Project Application or approved by the Secretary, the Provider shall immediately notify the Secretary. The Secretary then has the option of having the Provider remit to the Secretary a proportional amount of the fair market value, if any, of the Capital Equipment, which shall be determined on the basis of the ratio of the financial assistance made by the Secretary to the actual costs of the Capital Equipment, as listed in Appendix A. Fair Market value shall be deemed to be the value of the property as determined by a competent appraisal solicited by the Secretary.

(b) **Casualty Loss.** In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account of the Provider shall be considered fair market value. In no event is salvage value to be considered fair market value.

(c) **Withdrawal.** Any time the Capital Equipment is withdrawn from transportation service by planned withdrawal, the Provider shall immediately notify the Secretary and shall remit to the Secretary a proportional amount of the fair market value. The proportional amount to be based on the original funding ratio of the Capital Equipment as listed in the Appendix A.

(d) **Buy Out.** The Provider can submit a written request to the Secretary to obtain release of the vehicle lien only upon the Provider's withdrawal from the program or Capital Equipment replacement. The Provider understands the Secretary has the option to approve or disapprove the request to release the lien. If a request is approved, the Provider agrees to buy out the state interest on the Capital Equipment purchased under this Agreement based on a proportional amount of the fair market value or as reasonably determined by the Secretary. The proportional amount will be based on the original funding ratio of the Capital Equipment as listed in Appendix A. The Provider understands the Secretary has the option to approve or disapprove the request.

(e) **Default.** Any material default by the Provider in the Project Application or this Agreement allows the Secretary the option of requiring the Provider remit to the Secretary a proportional amount of the fair market value, as identified in Appendix A.

4. **Creation of Security Interest.** For the purpose of securing the performance of all the terms and conditions of this Agreement by the Provider, the Provider hereby grants to the Secretary, pursuant to K.S.A. § 84-9-101, *et seq.*, of the Kansas Uniform Commercial Code, a security interest in the Capital Equipment listed in Appendix A of this Agreement.

5. **Maintenance and Inspection of Capital Equipment.** The Provider shall maintain, at its expense, all Capital Equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The Provider shall submit a certification of compliance with required maintenance procedures to the Secretary on an annual basis.

6. **Maximum Utilization of Capital Equipment.** In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting its commitments and goals with regard to the maximum utilization of Capital Equipment, insuring said Capital Equipment is used in a fashion that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic areas.

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Survival of Obligations.** The Provider shall remain obligated to the Secretary under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions.

2. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

3. **Civil Rights Act.** “Special Attachment No. 2” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions Attachment.** The provisions found in the most current version of the “Special Attachment No. 1, Contractual Provisions Attachment (Form DA-146a)”, which is attached, are hereby incorporated into this Agreement and made a part hereof.

5. **Certification Regarding Sexual Harassment.** The Provider agrees to comply with Executive Order 18-04 (February 5, 2018), by signing “Special Attachment No. 4, Policy Regarding Sexual Harassment”, which is attached to and made a part of this Agreement.

6. **Certification Regarding No Boycott of Israel.** The Sponsor agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing “Special Attachment No. 5, Certification of Company Not Engaged in a Boycott of Goods or Services From Israel”, which is attached to and made a part of this Agreement.

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

8. **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.

9. **Revisions to Agreement.** Any proposed amendment to this Agreement must be submitted in writing to the Secretary for approval and is not valid and binding unless a written amendment is signed by the Secretary and the Provider.

10. **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.

11. **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.

**This document has important legal consequences; consultation with an attorney is encouraged with respect to its requirements or modification.**

**IN WITNESS WHEREOF:** the Parties have caused this Agreement to be signed by their duly authorized officers to be effective on the day and year first above written.

**RENO COUNTY PUBLIC  
TRANSPORTATION DEPARTMENT**

**SECRETARY OF TRANSPORTATION  
KANSAS DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: Bureau Chief

TITLE: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

Form Approved  
From 07/01/22 to 06/30/23  
By HDA Legal Dept. KDOT

## **INDEX OF ATTACHMENTS**

1. Appendix A
2. Special Attachment No. 1: Contractual Provisions Attachment, Form DA-146a (Rev. 07/2019)
3. Special Attachment No. 2: Civil Rights Act (Rev. 09/2017)
4. Special Attachment No. 3: Certification Against Contingent Fees
5. Special Attachment No. 4: Policy Regarding Sexual Harassment
6. Special Attachment No. 5: Certification of Company Not Engaged in a Boycott of Goods or Services From Israel

**APPENDIX "A"**

The final budget for this project is in the amount of \$93,064.20.  
Of this amount, the Secretary's share will be one hundred percent  
(100%) \$93,064.20. The project being funded is to cover the costs  
associated with 1 Low Floor Bus.

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

**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 14th day of November, 2022.

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)

**CERTIFICATION OF COORDINATING PROVIDER**

I hereby certify that I am the Program Manager and duly authorized representative of Reno County Public Transportation Department whose address 120 W. Avenue B, Hutchinson, KS 67501 and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_

**CERTIFICATION OF THE SECRETARY OF TRANSPORTATION**

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or the Provider's representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced Provider in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Secretary of Transportation  
for the State of Kansas

BY: Matthew T. Messina  
Bureau Chief

**Policy Regarding Sexual Harassment**

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state’s policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

\_\_\_\_\_  
Contractor Name (Type or Print)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name of Company



## **AGENDA ITEM**

## **AGENDA ITEM #7.A**

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Dr. Bradford Wiles & Denice Gilliland

**AGENDA TOPIC:**  
Child Care Needs Assessment and Market Study

**SUMMARY & BACKGROUND OF TOPIC:**

In May 2021, the ARPA Task Force formed resident engagement process to illicit ideas on how Reno County and the City of Hutchinson might allocate the \$18 million combined funds received in Federal funding from the American Rescue Plan Act toward COVID-19 recovery.

On January 25, 2022, the ARPA Task Force presented their [Civic Engagement Report](#) which found that the top key spending priority was expanding childcare offerings/access.

An ARPA work study for the Reno County portion of ARPA funds was held on February 22, 2022. Ms. Gilliland advised that United Way was partnering with K-State to collect childcare data and make a final report to present later in the year which is what is being presented today.

**POLICY / FISCAL IMPACT:**

Reno County allocated \$4.5 million in ARPA funds toward childcare.

# **Child Care Needs Assessment and Market Study**

**Final Report for  
Reno County, Kansas**

**Prepared by:**

**The Applied Research in Child  
Health and Enhancing Resilience  
(ARCHER) Laboratory at  
Kansas State University**

**KANSAS STATE**  
**UNIVERSITY**



**K-STATE**  
**Research and Extension**



This report was prepared by:

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The authors further acknowledge Dr. Anthony Ferraro at Kansas State University for his willingness to provide his expertise with extraordinarily short lead time, and Kate Fluckiger who began some of the early work on this project.

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# **Reno County Child Care Needs Assessment and Market Study**

## **Introduction**

The authors would like to acknowledge the collaborative support this work received from the Reno County Child Care Systems Team. Specifically, the ARCHER laboratory in the Department of Applied Human Sciences, College of Health and Human Science at Kansas State University would like to acknowledge Denice Gilliland, Kari Mailloux, Beth Carlton, Betsy McKinney, Heather Faulkner, and Ashley Webster, and Lauren Meador for their efforts in advancing this work. Most importantly, we would like to acknowledge those who contributed to our understanding by responding to surveys, participating in focus groups, sharing the opportunity, and supporting this work. We sincerely hope your voices come through loudly and clearly, as evidenced by your passion for your respective communities.

## **Overview**

This report contains data collected from August 3, 2022, through October 1, 2022. Survey data, focus group data, and publicly available data inform the overall picture of needs for care in Reno County, Kansas. A total of 614 responses met validity and data integrity checks for inclusion in the final data set, excluded data were due to pre-launch testing responses. Focus groups were conducted in both Buhler and Hutchinson, with several participants traveling from Pretty Prairie, Nickerson, and Arlington to participate. A total of 43 participants engaged in nine focus groups, and two interviews were conducted in addition, for a total of 45 participants. Focus groups were conducted, including a total of 11 early care provider participants, 26 parents or guardians seeking or with care, and 10 people representing the general public. Recruitment for the focus groups occurred through multiple modalities, including sharing online in Facebook groups, through organizational websites, newsletters, and news articles.

Survey data were collected for those seeking care (N=144), those with care for at least one child (N=181), child care providers in administration (N=24) and as employees (N=76), and 189 members of the general public. Each survey also included a chance for respondents to answer qualitative questions (i.e., short answer text boxes) to allow for additional input. These responses were organized into themes and presented in the following report. Focus groups were conducted by trained faculty and graduate students in the ARCHER lab in collaboration with the director.

Secondary, publicly available data were collected across multiple sources, and references to these are provided at the end of this document. These data were used to make projections about future needs and child care supply.

## Survey Responses

### Adults Seeking Child Care

The resulting sample for adults seeking child care was 144. The typical respondent was highly educated (bachelor's degree), White/Caucasian (91.8%), non-Hispanic (89.3%), female (95.4%), 33-37 years of age. Most of the sample (91.6%) indicated working as a paid employee. Median household size was three, and median household income was \$30,000-\$39,999. Additional demographic information and quantitative results are provided below.

#### Quantitative Survey Results

Living in Reno County:  $n = 124$  (93.9%) Other counties of residence represented:

County	Frequency
Barton	1
Harvey	2
McPherson	3
Sedgwick	2

Number of Townships Represented: 9 Townships with Multiple Respondents

Township	Frequency
Abbyville	1
Arlington	2
Buhler	2
Haven	5
Hutchinson	98
Nickerson	4
Pretty Prairie	2
South Hutchinson	7
Sylvia	1

#### Ages of Children

Age	Frequency
0-11 months	32
12-18 months	22
19 months to 4 years	57
5 – 8 years	53
9 – 12 years	28
13 – 15 years	12
16 – 18 years	7

Barriers encountered when searching for care (select all that apply)

Type of Barrier	Frequency	Percent of sample
Cost/affordability of childcare	50	17.7
Scheduling child(ren) care to match work schedule	29	10.3
Location of care	24	8.5
Quality of care	38	13.4
Finding temporary care	30	10.6
Dependability of care	36	12.7
Travel time to/from care facility	10	3.5
Finding care for sick child(ren)	26	9.2
Transportation to/from care	15	5.3
Other	4	1.4
Finding care for child(ren) with special needs	12	4.2
Facility accepting DCF child care subsidies	6	2.1
Finding care for children with dietary/allergy restrictions	3	1.1

Childcare preferences (select all that apply)

Type of childcare arrangement	Frequency	Percent of sample
Childcare center	59	16.9
Childcare by me in our own home	38	10.9
Combination of care as needed	47	13.4
School-based program	51	14.6
Care in own home with relative	33	9.4
Care by spouse / other partner in our own home	28	8.0
Care in relative's home	40	11.4
Care in non-relative's home	37	10.6
Care in your home with non-relative	13	3.7
Other	4	1.1

Days/times you need childcare (children ages 0-5)

Day or time requiring childcare	Frequency
Monday-Friday	59
Snow days, holidays, summer breaks	31
Evening/nights (2 <sup>nd</sup> shift)	8
Early morning (graveyard shift)	3
When your child is sick	24
Other	5

Days/times you need childcare (school-age children)

Day or time requiring childcare	Frequency
After school only	33
In-service/professional development days	34
Natural school breaks (e.g., spring, winter)	33
Other	1
Before and after school	17
Emergency school closings	31
Before school only	2
When your child is sick	19

Perceptions of reasonable pricing according to child age and type of facility  
(per week/per child during the regularly school year)

Amount	Childcare Center	Home-Based Facility
Infant (0-12 mos.)		
No pay required	1	1
Less than \$100	9	12
\$100-\$150	26	25
\$151-\$200	14	13
\$201-\$250	4	3
\$251-\$300	0	0
Over \$300	0	0
Toddler (13-24 mos.)		
No pay required	1	2
Less than \$100	16	16
\$100-\$150	31	28
\$151-\$200	5	6
\$201-\$250	1	0
\$251-\$300	0	0
Over \$300	0	0
Preschool (>24 mos.)		
No pay required	3	1
Less than \$100	29	29
\$100-\$150	22	25
\$151-\$200	3	3
\$201-\$250	2	1
\$251-\$300	0	0
Over \$300	0	0

### Importance of various factors in finding child care

Rank	Factor	Mean (SD)	Min	Max
1	Cost	3.75 (3.57)	1	18
2	Provider is someone you know and trust	3.95 (3.06)	1	13
3	Provider offers stimulating activities or programs	6.02 (2.50)	2	16
4	Provider's discipline and guidance styles match yours	5.82 (2.83)	1	17
5	Provider emphasizes school academics (e.g., reading and math skills)	7.77 (3.01)	2	14
6	Provider has a reputation for good care	5.11 (3.37)	1	14
7	Provider emphasizes creativity in art, music, theater and pretend play	8.78 (2.73)	2	16
8	Race, ethnicity or language of the provider matches yours	10.88 (6.03)	3	23
9	Provider was recommended by a family member or friend	10.80 (3.81)	3	22
10	Provider accepts infants	11.49 (5.17)	1	22

### Qualitative Survey Findings

At the end of the survey participants were invited to respond to the following prompt, "Is there anything regarding child care in your community that you wished we had asked, or you would like to tell us?" The following statements were provided:

#### Availability (days/time/facility openings)

- I am a grandmother with a special needs granddaughter - my son is a single parent who works full time at a fast-food restaurant and works weekends along with during the week. We help watch our granddaughter but both work full time also. We need care for her when school isn't in session during the school year and with summer. We have a big lack of daycare providers in Reno County, especially for special needs children. Thank you for any help you can provide to solve the daycare crisis.
- This community is large enough that there should be several large daycares with openings available.
- We have great quality childcare, there just is not enough of it. There is an absolute lack of care for children in Pre-K and kindergarten at this time.
- We have a few great daycare centers and some really great home daycares. I wish more accepted infants and I wish there was more infant spots. I also wish there was more after school care into the evening for hospital workers. Thank you for doing this. We appreciate you!

#### Quality of care and training for workers

- The importance of licensed providers. I'm the type of parent that wants proof that the providers and/or facility goes through regular examinations and testing.
- In regard to childcare facilities and public schools- children with special needs are being negatively impacted by lack of options available and lack of Paras in schools. In some daycare centers, the staff is not appropriately trained on how to care for children with special needs and it is concerning.
- There are many owners of daycares or that work at childcare centers that are not qualified!! When you can tell a daycare manager doesn't even like kids, that's a red flag. When I was searching for daycare for my 2-year-old, I drove 45 minutes one way to take him there. After 2 months, I just couldn't pay for it anymore as far as daycare itself and fuel. It also took 2 hours

out of my workday. I'm lucky enough to work from home, but I ended up working nights because a 2-year-old needs constant attention. 45 minutes away from the closest daycare/daycare with an opening?! That's crazy!!!!

**Resources for facilities and public**

- I have heard from everyone that I need to get childcare as soon as I learned I was expecting. But there really is no guidance. I signed up on the community portal but no real response so I'm not sure how many wait lists I am on. I have called some providers and most of them seem surprised saying they don't know if they will have openings. I have asked if they have a waitlist and some just say to contact again later with no specific time in mind.
- Facilities need to be given resources to raise their wages to attract more reliable workers without raising already high childcare prices. I pay less for the entire school year for my school aged child than I do in 1 week for my daycare aged children. Our children are federally funded but not the first 4 years of their lives.

**Miscellaneous**

- I wished the bigger companies would provide or subsidize childcare so that there were more open spots. Childcare is hard to find and can be hard to afford here.

**Adults with Children in Child Care**

The sample for adults with children in child care was 138. The typical respondent held an Associate degree, was White/Caucasian (94.7%), non-Hispanic (92.9%), female (86.5%), and 28-37 years of age. Almost the entire sample (99.2%) indicated working as a paid employee. Median household size was four, and median household income was \$100,000-\$109,000 Additional demographic information and quantitative results are provided below.

**Quantitative Survey Results**

Living in Reno County: *n* = 152 (93.9%) Other counties of residence represented:

County	Frequency
McPherson	3
Sedgwick	1

**Ages of Children**

Age	Frequency
0-11 months	12
12-18 months	21 (with 1), 1 (with 2)
19 months to 4 years	74 (with 1), 11 (with 2)
5 – 8 years	42(with 1), 11 (with 2), 1 (with 3)
9 – 12 years	25 (with 1), 5 (with 2)
13 – 15 years	9 (with 1), 2 (with 3)
16 – 18 years	9 (with 1), 2 (with 2), 1 (with 4)



Barriers encountered when searching for care (select all that apply)

Type of barrier	Frequency	Percent of sample
Cost/affordability of childcare	77	16.9
Quality of care	82	18.1
Location of care	45	9.9
Dependability of care	65	14.3
Travel time to/from care facility	19	4.2
Scheduling child(ren) care to match work schedule	39	8.6
Finding care for sick child(ren)	38	8.4
Finding temporary care	33	7.3
Transportation to/from care	21	4.6
Other	17	3.7
Finding care for children with dietary/allergy restrictions	7	1.5
Finding care for child(ren) with special needs	4	0.8
Facility accepting DCF child care subsidies	7	1.5

Childcare preferences (select all that apply)

Type of childcare arrangement	Frequency	Percent of sample
Childcare center	67	23.1
School-based program	59	20.3
Childcare by me in our own home	30	10.3
Care in non-relative's home	37	12.8
Combination of care as needed	27	9.3
Care by spouse / other partner in our own home	15	5.2
Care in own home with relative	18	6.2
Care in relative's home	29	10
Care in your home with non-relative	7	2.4
Other	1	0.4

Type of Current Child Care

Type of childcare arrangement	Frequency	Percent of sample
Childcare center	59	42.6
Care in non-relative's home	32	17.7
School-based program	36	19.9
Childcare by me in our own home	8	4.4
Combination of care as needed	7	3.9
Care in relative's home	16	8.8
Care in your home with non-relative	4	2.2
Care by spouse / other partner in our own home	8	4.4
Care in own home with relative	5	2.8
Other	6	3.3

Days/times you need childcare (children ages 0-5)

Day or time requiring childcare	Frequency
Monday-Friday	102
Snow days, holidays, summer breaks	40
Evening/nights (2 <sup>nd</sup> shift)	1
Early morning (graveyard shift)	1
Other	8

Days/times you need childcare (school-age children)

Day or time requiring childcare	Frequency
Before and after school	17
After school only	58
Other	9
In-service/professional development days	64
Natural school breaks (e.g., spring, winter)	53
Emergency school closings	42
Before school only	3

Perceptions of reasonable fees for childcare according to child age and type of facility (per week/per child during the regular school year)

Amount	Childcare Center	Home-Based Facility
Infant (0-12 mos.)		
No pay required	4	4
Less than \$100	4	6
\$100-\$150	48	47
\$151-\$200	28	18
\$201-\$250	8	3
\$251-\$300	1	0
Over \$300	3	3
Toddler (13-24 mos.)		
No pay required	2	4
Less than \$100	11	15
\$100-\$150	65	50
\$151-\$200	14	8
\$201-\$250	0	0
\$251-\$300	2	1
Over \$300	3	3
Preschool (>24 mos.)		
No pay required	3	2
Less than \$100	36	34
\$100-\$150	56	50
\$151-\$200	10	7
\$201-\$250	0	0
\$251-\$300	1	1
Over \$300	3	3

Amount you currently pay for childcare, according to child age and type of facility (per week/per child during the regular school year)

Amount	Childcare Center	Home-Based Facility
Infant (0-12 mos.)		
No pay required	4	9
Less than \$100	4	1
\$100-\$150	48	20
\$151-\$200	28	17
\$201-\$250	8	3
\$251-\$300	1	1
Over \$300	3	1
Toddler (13-24 mos.)		
No pay required	2	11
Less than \$100	11	3
\$100-\$150	65	26
\$151-\$200	14	12
\$201-\$250	0	1
\$251-\$300	2	1
Over \$300	3	3
Preschool (>24 mos.)		
No pay required	3	15
Less than \$100	36	12
\$100-\$150	56	47
\$151-\$200	10	15
\$201-\$250	0	0
\$251-\$300	1	1
Over \$300	3	5

Ranked importance of various factors in finding child care:

Rank	Factor	Mean (SD)	Median	Mode	Min	Max
1	Cost	3.59 (2.62)	3	1	1	14
2	Provider is someone you know and trust	4.33 (3.52)	3	1	1	15
3	Provider offers stimulating activities or programs	5.5 (2.81)	5	3	1	13
4	Provider's discipline and guidance styles match yours	5.98 (2.87)	6	7	1	17
5	Provider had a reputation for good care	5.99 (3.93)	5	2	1	13
6	Provider emphasizes school academics (e.g., reading and math skills)	7.08 (3.18)	7	8	1	18
7	Provider emphasizes creativity in art, music, theater and pretend play	8.61 (2.85)	9	9	1	17
8	Race, ethnicity or language of the provider matches yours	9.73 (4.36)	8	6	3	23
9	Provider was recommended by a family member or friend	10.46 (3.53)	11	12	1	18
10	Provider accepts subsidy payments	11.16 (3.24)	10	10	4	23

Qualitative Survey Results

The following responses were provided for the prompt, "Is there anything regarding child care in your community that you wished we had asked, or you would like to tell us?":

Availability of care (days/time)

- We need more childcare at 5:30 am shifts
- I feel that we need more before and after school care.
- I was lucky enough to have a family member that was able to take in my son in her licensed home daycare however I have many friends and family that have had tremendous difficulty finding care for their children. There is a significant need for affordable childcare especially for infants.
- Daycare closing and finding a replacement. 3 closed in a matter of a month and I myself had to call around, struggling to find a place for a 2-year-old.
- It seems there is this major concern in regard to childcare. There are many facilities for childcare in Reno County that have quality staff and provide quality care. It is our opinion that those not trained in the field are looking through the lenses of parents or outsiders, trying to create or spend more money and energy on something that already exists. Maybe time should be spent on issues where a difference can be made instead of continually trying to reinvent the wheel by making it a different color.
- The childcare availability in our town is almost non-available and has a long wait list if you are able to find one. The childcare center where I originally had my child provided low wages which led to employee turnover and inadequate care for my child. They had many complaints and state inquiries into the care. I was luckily able to pull my child from that center before too much harm could be done as well as before they shut down. They've recently reopened only to shutter once again. The care center we turned to has been amazing, even though the area they are in isn't considered the best. Many of the staff of been there 10, 15 or even 20 years. They are caring and I can tell they have my child's best interest at heart.

We were lucky due to the age of my child as well as school starting that we were able to secure a spot. However, the story is much different for those with infant aged children. When I had become pregnant with my youngest, almost the first thing we did was start getting on wait lists. Even prior to her being born, we were in the 30's on the wait list.

- Infant care is nearly impossible. It's very hard to find summer care as well. The care we have been able to find has had very limited hours and has been difficult to manage around.
- We need summer camps and school age camps / day cares go stay open longer in the summer. The Hutch Rec Stay to Play camp closes 2.5 weeks before school starts. That's a huge gap in childcare for a lot of Hutchinson families. Also, it would be nice to have some options for older children as well. Just because a child is 12/13 and can stay home alone all day doesn't mean they should. Having an option 2-3 days per week would help keep this age group stimulated, supervised and potentially out of trouble.
- Infant care is next to impossible to find. Substitute care or part time care continues to be a problem. Care when school is not in session is also a problem
- It is extremely difficult and stressful to acquire a spot for childcare in this country! You have to be on a waiting list at least a year in advance, and even then, there are no guarantees. It's particularly difficult for parents with infants. I am grateful that we were able to acquire a spot for my son at the Hutchinson High School Day Care. We are very pleased with the service they provide! I just wish it wasn't such a competitive and difficult market in our country. It makes it hard to have a family and work at the same time. I appreciate the efforts Reno County and USD 308, and 313 (Buhler) has made to accommodate staff with children!
- It is much more difficult to find childcare for an infant. A lot of daycares don't accept them until they are 6 months of age, but I don't know a single job where they'll give you that much time off after you give birth. Also, as a teacher, we still have to pay full daycare fees over the summer (even though I keep them home with me) to hold our spot. It's also not uncommon to not have a spot for a new younger sibling at the daycare the older sibling goes to.
- Childcare is extremely difficult to find. I put my name on a waitlist 8 months ahead of baby being born and no one wanted to give an answer ahead of time.
- Infant care was almost impossible to find, we got lucky with both of ours. There is nothing better than dropping your kid off in a clean, well-cared for facility with people you trust. When I can go to work all day and not worry about the quality of care my children are receiving, that's the best scenario.
- Daily/temporary childcare rates. I only need childcare in the summer. Prior to my daughter starting school she attended daycare through my work, but it was only available during the school year. In the summer she wants to spend days with family, or we have vacation. Or the provider has decided to take vacation and we are still required to pay. Which often results in double paying for daycare when we have to find back up. Temporary daycare should be more flexible for parents.
- There is a huge lack of childcare centers that accept infants in our area. We don't have family that can watch our children, and I don't feel comfortable having our children attend an in-home daycare, so it felt as if our options were very limited. It likely forces families into having one parent quit their job to ensure their children are well taken care of.
- There is just not many childcare opportunities and the childcare provided by my employer had a waiting list of 2+ years.
- We need more daycare centers that match teacher schedules, so we don't have to pay for days our kids don't attend just to hold a spot.
- We wish there were more options available without wait lists. At the moment you have to have a spot before you even know your pregnant.
- The biggest stressor in my life is childcare arrangements for my kids. As a teacher and coach, so much is expected of me before or after the school day, and there is nothing in place by our districts to care for staff children when staff are working extra hours or come to school for

professional development when students are out of school.

- Having twins, it was EXTREMELY hard to find childcare when they were infants. And even when they got to the toddler stage, we had trouble finding someplace that had two spots open. One center told us that we were at the top of the list but were often bypassed because only one spot was open.
- I have heard from other parents that some daycare providers (in home daycare) were either sick themselves or had a child who lived with them be sick regularly so they would have to close the daycare until symptoms subsided. This would then put that parent in a bind to find an alternate location to watch their healthy child while their usual daycare was closed. However, most - if not all - daycares are at their max capacity. Although my place of work is very flexible, others' situations are not. They would have to call into work or scramble to find family/friends/strangers from the internet to watch their child for the day(s) that daycare was closed. I'm fortunate that I do not struggle with daycare, but I know many parents do.
- I wish my employer knew that if they offered on-site childcare, they could probably better maintain employees. I work in healthcare, and I therefore work with many young moms. Also, you didn't ask about part-time care. I only work part-time and was hoping to find a part-time spot for my 2 kids. However, when I was searching for a provider 1.5 years ago, my current in-home provider said she only wanted to take them full-time, and she had the leverage to do so with the shortage. I don't blame her, and I had to take the spots, but I had to pick up an extra day of work because I had to pay for full-time care. I called another facility about part-time care, and they told me they do allow part-time, but I could choose only morning or only afternoons, and that this option was only available if they had someone willing to do part-time on the other half of the day. Most of us that work part-time don't work half days. We work a few full days a week. So, their part-time availability wouldn't have worked for me.
- We LUCKED OUT when our children were infants because our daycare prioritized admittance for teacher's kids, so we got infant spots. That situation doesn't happen for 95% of parents in Reno county.
- The biggest barrier for us was simply that no one had any infant spots and wait lists were 8+ months long. It just doesn't feel like there are enough childcare providers and the present ones are overwhelmed with requests. I know this isn't quite the focus of this study, but I had hoped to see questions regarding paid parental leave. I think universal paid parental leave would alleviate some of the burden and high demand for infant spots and I hope it's part of the conversation going forward. It was also hard to decide on a reasonable amount that providers should charge. On one hand, I know what fits in our budget. But I also believe that providers \*should\* charge more because they deserve to live a comfortable life, too, so I understand why some charge higher rates. Two providers we were wait-listed with closed because they took other jobs that paid more than they were able to make.

#### Pay for Workers vs. Cost of Care

- I want an equitable balance between what I hope people get paid to watch my child, and how much I am willing to pay. There is a difference. I wish that there was assistance to ensure that these professionals get paid what they deserve without it being solely on the shoulders of those using the service.
- I think the biggest barrier in having quality childcare here in Reno County is due to how low paying the wages are for childcare workers. I think it is nearly impossible to employee as many people who are needed who are qualified and educated in proper child development and child safety with wages where they are at.
- Daycare employees do not get paid enough. The turnover in this area is really high. The requirements from the state of Kansas are too strict to allow employees to enter the field. It is easier and pays better to choose another field to work in.

- The pay rate for our childcare workers is far too low. It is hard to have quality staff when they are unable to offer a wage that even comes close to competing with standard wages now.

#### Affordability of Child Care

- We need good affordable childcare in Reno County. Quality care is limited.
- Many childcare facilities do NOT prorate the days. They have a certain number of spots available for care, so you have to pay a weekly rate, even if you only need them for a periodic drop-in day. They do NOT do drop ins or they can get into trouble for having too many kids. So periodic childcare is still extremely expensive. For frame of reference, my mortgage is \$590 per month and my daycare costs are \$700 in a 5-week month or \$560 in a 4-week month. It is EXPENSIVE!!! Even with DCF assistance it is too much to handle so I pull my son out of daycare during the school year and try to save up for the summer months.
- How much we pay in childcare a month
- Some people can pay much more than they are paying for care. Some struggle to pay current costs. I wish costs could be based on ability to pay so that the business case for childcare centers was more feasible. I do not mind paying \$300/week if those who can't afford it are able to pay \$50-\$100. But everyone pays \$135-160, which makes centers unsustainable.
- I know that the rates are reasonable because good providers are invaluable, however, we still couldn't afford them for our girls.
- We need to be able to recruit and retain high quality, highly trained staff. Perhaps looking at bonuses, stipends, and increasing base pay would be of value. I want to take my kids to a facility where they can grow through intentional best-practice. More businesses offering childcare for employees would ease some of the burden on families and encourage further employment, potentially spurring economic development.

#### Quality of Child Care

- Care is scarce and very low quality - sometimes even dangerous. As a society, we seem to be waiting for a tragedy so we can send 'thoughts and prayers'. Sadly, people will accept anyone that will accept their children because of the scarcity and lack of good parental models. Training, experience, and best practices are not a priority for many. As an educator, I have a lot of concerns about the care available in the county.
- Finding quality, affordable childcare in Reno County is honestly one of the most stressful events I've personally gone through in recent memory, including stress created by the pandemic. Calling provider after provider to be told there are no spots available truly made it a challenge to return to work when an opportunity arose. I found myself debating taking a job or staying home with children.

#### Miscellaneous

- I hope that school districts will collaborate with private providers/centers in order to provide options for preschool/pre-K inside existing facilities. Without after-school transportation and care options for my four-year-old, as well as summer care, the free public pre-k was not an option. Surely the district (specifically USD 308) can take an asset-based approach to looking at the system of early care and education and leverage existing resources so that parents don't have to choose between free public pre-K and private pay pre-K/daycare.
- I wish there was accredited and trained preschool programs. I would prefer them to be held within the elementary buildings, as it would help guide those ready for preschool programs to be more comfortable in school environments.
- Follow up should be done to ensure providers are engaging with kids.
- It doesn't seem like we truly have a centralized place to get information about all the available area daycares. Our local Child Care Links list only includes daycares that have voluntarily provided their information. The information on the Child Care Aware website is

always outdated (regarding current openings). The local Facebook group (mentioned below) is probably the most comprehensive resource, but still, not all providers are active in the group. I ended up utilizing all of those resources plus the daycare inspection results page on the KDHE website to make my own comprehensive list of all the licensed providers in Hutchinson. Finding an infant spot in Reno County is nearly impossible. We were on about a dozen waitlists for 13 months before we got an infant spot, and we'd gotten on all of those waitlists long before the baby was born. Fortunately, my employer allowed me to work remotely until we had daycare; otherwise, I would have had to quit my job. As the primary breadwinner in our family, that would have been devastating. The waitlist system is unreliable at both daycare centers and home daycares. Providers would tell me they had put me on their waitlist, and then months later they'd post an opening in the Hutchinson, KS Area Licensed Daycares Facebook group instead of using their supposed waitlist. The spots would get filled pretty much immediately, and we never lucked out in getting one. I finally gave up on all our waitlists and started contacting daycares monthly to check for openings. Quality of care is high on our priority list, which is also very difficult to find. The first daycare provider we had told us everything we wanted to hear in our interview, but in reality, she had the TV on literally all day, had the max number of kids allowed so it was total chaos, and she fed the kids junk, processed foods all day. The second daycare we used was better but also served unhealthy foods and used outdated discipline and feeding methods (forcing kids to eat certain foods before they could have something else, take a certain number of bites, etc.). The third (and hopefully final) daycare we got into, which we're currently using, is amazing. She does lots of outdoor time, feeds healthy, mostly homemade or natural foods (nothing processed), understands baby led weaning, gentle parenting methods, the importance of child-led and unstructured play, limits toxins (plastics and such), etc. We couldn't get a spot there until our son was 21 months old, but it's such a huge relief to finally have quality care. I'm not aware of another daycare like this one in Hutchinson. I recognize that many families are in a financial or employment situation that forces them to take whatever daycare they can get, but for us, a daycare that we consider to be quality is of utmost importance.

- I am really frustrated by a couple things. First, the regulations for non-relatives providing care in their home are unrealistic. I had a great provider who wanted to watch a couple children in her home but could not provide care for the whole week because she was not licensed. That doesn't make sense. Secondly, it's so difficult to get licensed and it takes forever to jump through all the hoops! I waited about 9 months for an established center to get an additional classroom licensed so they could accept more children. That is crazy! I also had a great provider who wanted to get licensed but gave up because of all the hassles.

## Childcare Professionals

### Quantitative Survey Results

Living in Reno County:  $n = 95$  (95.96%) Number of townships represented:

8 Towns / Cities with respondents

Township	Frequency
Abbyville	1
Arlington	2
Buhler	3
Hutchinson	84
Nickerson	1
South Hutchinson	2
Sylvia	1

Role within the program



Administrator/Owner	23
Lead Teacher	84
Other	0

Missing  $n = 16$

Annual gross individual income: ( $n = 10$ )

Income	Frequency
\$10,000-\$14,999	1
\$15,000-\$19,999	0
\$20,000-\$24,999	1
\$25,000-\$29,000	2
\$30,000-\$34,999	4

How many hours per week, on average, do you work? ( $n = 8$ )

Hours	Frequency
36-40	12.5%
41-45	0%
46-50	25%
51-55	12.5%
56-60	25%
60+	25%

Which of the following benefits do you receive? ( $n = 10$ )

Benefits	Frequency
Insurance (including health, dental, vision unemployment, disability, lift, etc.)	10%
Retirement benefits (including Kansas Public Employees Retirement System [KPERS] plans)	10%
Paid leave (including holiday/vacation time, sick leave, or maternity/paternity leave)	10%
401k	0%
Flexible spending accounts	10%
College tuition assistance	0%
Professional development scholarship/assistance	10%
Discounted childcare	0%
Uniforms	0%
Long-term care benefits	0%
Bonuses/gift cards	0%
None of these	50%

What expenses do you pay out of pocket as a child care professional? ( $n = 8$ )

	Frequency
Professional Development	100%
Sick leave/vacation	100%
Educational supplies (art supplies, paper, etc.)	100%
Personal care supplies (diapers, formula, etc.)	100%
Cleaning supplies (including hand sanitizer, sanitizing supplies, etc.)	100%
Medical supplies	100%
Food (including snacks, meals, milk, etc.)	100%
Food preparation supplies (utensils, cutlery, kitchen supplies, etc.)	100%
Transportation/vehicle expenses	100%

Do you work off the clock? (*n* = 8)

	Frequency
I do not work off the clock	0%
I work off the clock	100%

How much per year, on average, do you pay out of pocket for these expenses? (*n* = 8)

	Cost							
Professional Development	\$215	\$100	\$200	\$300	\$400	\$100	\$50	\$100
Sick leave/vacation	\$100	\$1500	\$150	\$1000	\$0	\$0	\$3,000+	\$130
Educational supplies (art supplies, paper, etc.)	\$500	\$250	\$500	\$2,000	\$100	\$250	\$500	\$400
Personal care supplies (diapers, formula, etc.)	\$100	\$0	\$0	\$500	\$100	\$1,200	\$500	\$500
Cleaning supplies (including hand sanitizer, sanitizing supplies, etc.)	\$600	\$200	\$100	\$800	\$100	\$3,500	\$500	\$500
Medical supplies	\$200	\$50	\$100	\$100	\$100	\$500	\$300	\$100
Food (including snacks, meals, milk, etc.)	\$5,500	\$0	\$0	\$1,300	\$2,500	\$18,000	\$10,000	\$3,000
Food preparation supplies (utensils, cutlery, kitchen supplies, etc.)	\$150	\$200	\$100	\$1,000	\$200	\$250	\$500	\$400
Transportation/vehicle expenses	\$200	\$0	\$0	\$5,500	\$500	\$2,500	\$0	\$1000

### Qualitative Survey Findings

Participants made the following statements in response to, “Is there anything regarding childcare in your community that you wished we had asked, or you would like to tell us?”:

#### Cost of Fees

- We are under the umbrella of a private school so some of our fees and expenses are included in facilities maintenance and rent agreements
- It’s expensive if you are paying mortgage and all bill and other staff.
- As a daycare provider is very difficult especially with everything else going up to be able to afford to keep praying especially when we are not considered an organization or we can have health insurance through and we have to go through individual companies or go without The other thing is I think home daycare’s should be allowed to have the child numbers changed

from 0 to 12 months and then 12 months to four years because kids start school and preschool now and 4 / 5 don't have any place to go in school's out for summer time also the infant problem is they take two spots in a week afford to take an event and lose that money something needs to be done about that also I think we should be allowed to read that you do a case by case or across-the-board be able to keep one or two more kids in the 18 month to five years the way is that right now if we have no implants the way it is right now we can only have seven if you're lucky you catch a five-year-old that Couldn't start school at five then you may be able to make a little extra money the way they have it set up right now keeps daycare providers in poverty level pretty much especially because we can't afford insurance because marketplace goes off of what you made not what you actually took home love you look at my taxes I didn't make that may be \$5000 this year but they're not gonna go off of that they're going to go off of the main amount so it cost us a lot of money and not good insurance so I think somethings should be set up Like a company would have so we can get insurance that way getting decent insurance at affordable price thank you

#### Pay and Concerns for Workers

- It would be amazing if we could pay childcare providers at least the same as fast food workers. It would be amazing if people understood how important it is to put a great foundation on littles before they go to school. They learn how to take turns, how to sit still, be social, share emotions. It's crucial to their development.
- This job often requires overtime, lacks training for caring for children with special needs (a population that is regularly turned away and refused enrollment in daycares), and employees are still seen as less deserving than other service industry employees despite the increased responsibility and expectations. People who know you work in childcare often assume you are willing to volunteer for childcare needs at community events. It's a job that people expect you to work for free outside of the place that employs you.
- Childcare providers aren't appreciated.

#### Childcare Needs for Community from Providers/Professionals' Perspective

- A lot of the above doesn't pertain to me as I am a kindergarten teacher. I do know the need in Hutchinson ,Ks. for quality childcare providers/facilities is HUGE.....infant care is even higher. Hutchinson needs to build a large childcare center that provides infant-3yr care if not preschool too. As a parent that used to need childcare it was easier on the mama heart to send my child to a larger facility vs. an at home provider only due to the unknown of what's happening. The facility I used had cameras, so it made it easier to trust the care.
- I am a teacher in an elementary school. I am very aware that childcare in Hutchinson is very difficult for parents-lack of safe places to leave children, very expensive, especially for younger children.
- Data shared are projected numbers on our pro forma. Our center opens in 2024. I've worked in childcare and preschools for over 15 years. Grants and dollars are consistently used for low income. Which is good, but I am finding that our middle class or young families are getting squeezed out. They make just enough to not qualify for Head Start, Scholarships or the School programs. They are willing to pay for childcare and preschool but there are few slots for them to take their children, so they are choosing to stay home instead of go into the workforce. Quality, accredited centers are not available in Reno County for those wanting the option to pay more for the next level of care. We are losing young promising professionals to Maize & Goddard who are choosing to drive to Hutchinson for jobs because of the childcare and housing situation in Hutchinson. Our current centers are greatly underfunded. They have wonderful staffs and are doing the best they can with what they have. They also have waitlists and are having a difficult time finding and keeping staff.

### Gaps Addressed within Child Care

- As a provider we really need to address the ages as in 4-year-old need to be school age as we have all day preschool and we need to have more kids available in group daycares for 2 people. If you can have 10 for one adult you should be able to have more than 12 for 2. Home daycares are not treated as equals when considering daycare solutions and funding like centers.
- So incredibly difficult to fill open positions. We are striving to get in the black. We could if we gave up 9 infant spots. We will not, this is a critical need.

### Miscellaneous

- I am a school social worker and do some private practice....answered the best I could
- I'm a teacher. I know it is very important. Important start to a child's life.
- I am just a teacher at a private school. I could not answer all of these questions as a teacher.
- Central Christian School has provided childcare for 42 years for during school, after school and summer programs. It has won "Best of Hutchinson" several times. The director, Sharon Kauffman, and teachers are the best. We must direct funds to help support this long-standing childcare program in the Reno County community.\* Explanation of volunteer hours by CCS: all high school students are required to donate 25 hours every school year. Plus add all the volunteering of faculty, staff and parents in the community and churches.

## General Public

A total of 5 cases were removed resulting in a sample of 156 for the general public. The typical respondent had some college but no degree and were White/Caucasian (96.7%), non-Hispanic (93.6%), female (81.82%), and 43-47 years of age. In terms of employment, most (80.9%) were working as paid employees. Median household size was three, mode was 2, and median household income was \$150,000. Below are additional demographic details and quantitative results.

### Quantitative Survey Results

Living in Reno County:  $n = 182$  (96.3%) Number of townships represented:

8 Townships with multiple respondents

Township	Frequency
Arlington	3
Buhler	8
Haven	3
Hutchinson	160
Nickerson	4
Partridge	1
Pretty Prairie	4
South Hutchinson	3
Sherman	3

Importance of issues for families with young children:

Issue	Very Unimportant	Somewhat Unimportant	Neither	Somewhat Important	Very Important
Cost/affordability of care	0	0	1	14	141
Finding temporary care	0	5	16	64	68
Finding care for sick child(ren)	2	5	13	56	78
Finding care for children with special needs	1	3	13	39	99
Location of care	0	1	15	62	78
Transportation to/from care	1	2	24	69	59
Dependability of care	0	0	2	11	143
Quality of care	0	0	1	4	150
Scheduling care to match work schedule	0	0	2	24	129
Travel time to/from care facility	0	2	17	85	50
Finding care for child(ren) with allergy	4	3	28	62	56
Facility accepting DCF child care subsidies	3	5	24	46	76
Other	0	0	24	6	20

Extent of agreement with statements about childcare

Statement	Strongly Disagree	Somewhat Disagree	Neither	Somewhat Agree	Strongly Agree
In general, families in our community have access to an adequate supply of childcare services	78	42	19	15	2
Access to quality, affordable childcare is an economic development issue	8	16	16	38	77
Federal and/or state government should make childcare services more affordable than they are at the present	9	10	26	35	73
County government has a role to play in access to quality, affordable childcare	4	13	29	41	67
Churches have a role to play in access to quality, affordable childcare	7	18	57	42	30

Qualitative Survey Results

The following responses were provided for the prompt, “Is there anything regarding childcare in your community that you wished we had asked, or you would like to tell us?”:

Availability of childcare (days/times/facility availability)

) We are limited in our area for those that are in need of having childcare and so many of the facilities have had issues with abuse and neglect and unfortunately there is not much done about it other than hands slapped which is unacceptable. Additionally, it seems like most of the places that I know of where family/friends have worked at in the area are low staffed and have issues of taking on too much with the children with behavioral issues and that is a huge issue in itself. Those children need to be able to have adequate staff that are trained to deal with those special needs and the staff need to be larger to accommodate those needs so that the staff also doesn't suffer with not being able to do what they need to do for all children when the behavioral ones need more attention. This county just has very little great places for childcare, and we need help!

) While I currently don't have a need for childcare, in the past it was impossible to find care for my three children had I not had family members who could care for them. There are waiting lists at all of the facilities. Care costs too much - we make just enough money that we don't qualify for any assistance, but we make barely enough to cover the cost of childcare so at this point we either work to pay for childcare and childcare only or stay home with the children without employment. I would like to see more childcare options available and also more affordable care.

) Schools need to provide after school programs through 6th grade to at least 6pm to help alleviate childcare shortages during when school is in session. Also, daycares should NOT be closed when schools are out for snow days, holidays, etc. Workplaces do NOT shut down for these events and neither should daycares.

) There are very few that will take those under 6 months of age. Due to the restrictions of how many are able to be looked after per Child care provider. I did not use daycare for my children due to that I have family member who were willing to watch them along with their children, or grandparents were willing to watch them.

) I was a surgical RN before my baby was born. Could not find daycare for an infant (the caregiver has to count an infant as 2 children when accepting infant up to 18 months) and also no one took children for the 6:00 AM time I need to leave for my job 50 minutes from my home. I ended up not going back to work for lack of good quality childcare with hours I needed. Everyone in Hutchinson I've talked to is having the same issue as I have had. Something needs to be done to help our families who both must work or even single parents.

) As a teacher, I recognize that the current education system cannot continue if we are expected to be daycare providers. School is not a daycare, but parents sometimes believe that we are. They drop children off 30 minutes before the doors of the school are open. Parents call the school and say they are running late and show up an hour later to pick up the child. We need something in place, so school staff do not have to stay after hours waiting for a child to be picked up from school. We need something in place to alleviate this situation. I very much am interested in having a facility that provides a place for working parents to drop sick children (short term illnesses) to be cared for rather than sending sick children to school. Children who are sick and sent to school do not perform well and expose staff and other students to whatever illness they suffer from. We are already short staffed and having teachers, support staff, custodians, food service workers, bus drivers, etc. miss work due to being exposed to an illness or being diagnosed with something brought in by students puts a strain on the system.

) Hutchinson needs a childcare center that is not linked to a church or one that is larger than 10 to 15 children.

) The need and difficulty of infant care. For daycares, it isn't cost effective because of state regulations, which are necessary, but I think both sides need to address the issue.

) Onsite childcare would decrease many barriers to employment and would promote staff retention. State should work to reduce licensing barriers as well including time it takes to receive a childcare license.

) Living in a small rural community it's hard to find childcare. Driving 30-45 minutes to drop off/pick up child from daycare is not ideal (or sometimes possible) at all. The only way to solve this problem is to find willing local people who can provide quality childcare in the community. I don't know how to make it more appealing for people to want to help/become providers but also don't know that the government needs to be more involved. There are already a few ridiculous rules and stipulations for daycare providers

(having been a provider previously).

) Lack of choices in childcare

) I'm concerned that the red tape that individual childcare providers must go through to be licensed is a deterrent to have high quality providers. When I was a parent seeking childcare for my infants and toddlers, the most important thing for me was that my children could stay together in one home. I called 14 different childcare providers before I found one that could even consider taking both an infant and toddler. Infant care is the most difficult care to find in Reno County.

) There is an overall shortage of childcare. Most often it's not so much a lack of facilities but a lack of employees. Childcare is a huge expense and in my experience those on government assistance get high priority when spots do become available, as I believe they should. Which makes it hard for those of us who do not qualify for assistance to then have childcare let alone affordable childcare. Childcare is not just an issue for at-risk families as most working parents are required to work 9-5 but here in the area schools start at 8 and end at 3. It would be nice to see a combined local effort through schools, businesses, churches, and retirement communities creating childcare opportunities. I do see an opportunity for state and federal funding through grants, but it'll take local communities to actually generate the physical resources. Currently in USD 309 Nickerson/South Hutch we don't have an after-school program through the schools. There are two churches that do offer an after-school program but they are both limited by spots, and cannot increase these spots as the costs are kept low for at-risk families, which doesn't allow enough funding for the additional staff necessary.

) No direct questions or ideas on extended family help and role if grandparents in family care! Need for before and after care and reliable summer care. Transportation issues for access to and from childcare. Where is childcare when schools cancel due to weather and parents need placement for children. Effective childcare is not 8 to 5 it is 24/7 365 days a year. That is what impacts economic development.

) Lack of childcare in the area is a serious problem. I believe that there is also a shortage of employees willing to work in such a setting. I think that the solutions have to be both collaborative and grass roots in nature, but also need to be propped up by local incentives, de-regulation or relaxed regulation of zoning, etc. There are many barriers, especially financial barriers that prevent people from starting daycares.

#### Affordability for childcare

) We are in need of more affordable childcare options.

) The cost and availability for infants and toddlers is a major concern. Most young parents cannot afford to pay nearly \$700 a month for an infant if they can even find a place that is clean and safe.

) It is entirely unaffordable for a decent place

#### Cost and availability of childcare vs. Working parents

) I wish there was a way for a family to take care of their own children and still pay bills. Option 1 should be in-home care, option 2 in-family care. After that, option 3 should be quality affordable care. One parent should be able to stay home and care for their children if they want. Could we have vouchers that parents can keep or pay another relative to cover childcare? Why do we never ask about or talk about making in-family care an option? It just seems silly to overlook that. If a woman could take time off while her children are young, knowing they will be ok financially, and that her job/career will not be in jeopardy, then maybe we won't have such a problem with filling daycares with infants. We should give families early support for the first two or three years so that they can care for their own children. I realize that there are families that would rather have childcare, and I am not talking about them. You clearly are already taking care of them. Thank you for doing this work, I'm just frustrated and tired. We all are in my area. No one seems to listen and we're just going to keep being creative and resilient and solve this, hopefully alongside our children.

) I was a care giver to our grandchild for what was to be her first nine months. Ended up being a year and 1/2 as the choices and cost of care was not conducive to a working mom with 2 children. In home daycares not good situations with safety and number of people in home not authorized yet access to

- children. Some safety issues not being addressed. Ex: putting a child in a hoppy seat on top of a table.
- ) As a parent it was very difficult searching for childcare so I could work. I still think it is difficult now. As my children are grown, my daughter finds it hard to find QUALITY childcare for work. As well as affordable. Most parents cannot afford childcare. Especially of a child is sick and the parent has to work or they get fired. Hutchinson would do well to relax some of those standards and be more understanding in this area.
  - ) I filled this out for my neighbors and coworkers. Two had to become stay at home moms and the other is struggling to find care for her 1 yr old. Daycare workers here get shut down for various reasons, below quality. They are too expensive, as well. New working mothers don't know what to do. Their pay is so much less because of the cost of insurance for a child/family as well, which is paid along with the cost of formula and diapers.
  - ) I think we spend too much time and resources on this topic, when we should like at from a different perspective and make it affordable for one parent to stay home with their kids rather than "being able to afford" childcare. Figure out how to make it so parents can stay home and take care of their own kids. Trusting childcare is a growing problem that is going to continue to be a problem...how does a parent trust the childcare facility. Big problem already that is going to get worse.
  - ) How access to childcare impacts employers?-significantly. If potential employees can't find childcare, they can't work.
  - ) When my children were in childcare, I paid the same weekly amount per child when I made a small salary as I did when my salary rose to an executive level. I complained about the expense the same year over year even though I could obviously afford it with the higher salary. Busing from a preschool program in 308 to a childcare in 313 is impossible because the bus has to cross district lines. In this town, you take childcare wherever you can find it, not based on district lines and picking your kid up in the middle of the day to transport them from one program to another is very difficult for working parents.
  - ) My divorced son has to depend on me (his mom, age 65) as back-up care for his 4-year-old son when daycare is closed for any reason... and sometimes there are conflicts (if I or my husband - for whom I am full-time caregiver - have doctor appointments, or other things going on). My son has had some stressful moments of NO other options available last minute, etc. so several times I've had to cancel my own things to help him out, which in turn puts me in a bind (like appointments "once again" being rescheduled months out because I can't get us in sooner, etc.).
  - ) Look at models more flexible than typical 9-5, 40-hour week. Stay at home parents may be able to work part-time or odd-hours jobs and would welcome the opportunity, if they had childcare, and/or the jobs were available.
  - ) I'd like to see more work environments that offer a baby at work program for new mothers. More opportunities to work from home.
  - ) I feel like in Reno County there are just not enough daycares let alone affordable daycares. There are a lot of moms at my job that end up leaving work to stay at home because it's just not financially something they can afford. The childcare takes their entire checks, so they don't end up with much. The state also requires some of the most ridiculous requirements for daycares to follow which I feel makes people opening a daycare so much harder. When I say ridiculous I mean like the amount of light on while children take naptime. That is insane as most parents don't even follow those rules.
  - ) It is hard to find and retain employees right now. Employees with children and grandchildren tend to miss work due to childcare issues. I believe affordable accessible childcare available locally may help these issues.

#### Economic and governmental concerns/opinions

- ) Affordable childcare is essential to economic growth. If there is not affordable and convenient childcare then people cannot afford to work in Hutchinson and will choose another community. The problem is not isolated to care during the day but also after school care/programs until the workday is over are essential. To make our community more attractive, we spend money on things like a beautiful downtown, hike/bike



trails etc. Those are important pieces of the puzzle but without the affordable childcare piece, the puzzle will never be complete.

- ) I believe the Federal government has made the process of running a childcare facility so cumbersome and overwhelming, even those who have a passion for the role are throwing in the towel. We need to fix and streamline the red tape.
- ) I think the government needs to check on childcare facilities for health/safety reasons. I think they should have to have this, and ALL have a license to operate. BUT I do not think they should be funded by our government. I do agree with giving a help to those who really NEED it to actually work; BUT I think they need to show proof they were working the hours the children were there. I also don't think the childcare centers should be able to charge for hours that your child is NOT there like some of them do now.
- ) I would like to elaborate on the concept that the government should "make services more affordable." I strongly disagree with the idea of the government subsidizing childcare costs. However, I do think that there are probably government policies and regulations that are driving up the operating cost for childcare centers and in-home providers. If these regulations could be re-assessed to relieve some of the burden of starting and operating a childcare, that would go a long way towards addressing our current shortage of providers. Many in-home providers simply do not want to deal with the level of regulations currently being imposed and are opting to close. . . worsening the shortage and causing everyone to turn to our government agencies to provide a solution.
- ) State childcare funding isn't the answer. It only allows childcare providers to increase their rates and people find themselves in the same problem. I've lived in states where the state helps, and the costs go up when the state gives funding.
- ) Overregulated to the point of making the provider unable to move forward. Stupid laws cripple the care providers.
- ) I feel private businesses should be more involved in helping with childcare costs, as this is an economic development issue. We can't always depend on the government to help.

#### Miscellaneous

- ) Affordable day care for senior adults (parents). Maybe they don't need to stay in a home, but just have supervision, or at least someone checking in on them in case of emergency needs and to provide reassurance to their working children, that they are being taken care.
- ) Working with a retirement community- has independent and assisted living facilities and with church would be beneficial for all involved. Maybe an adopt a grandparent program to help parents have support if needed and a mentor. Children and older folks would get hugs, be read to and attention that they seek and need to have a quality life. I babysit my 2 1/2 yr. old grandson 2 days a week and those are the best days of my week.
- ) Interesting concept on the churches - makes sense that they use some of their tax shelter benefits to benefit their local community via childcare, instead of sending as much funds off to other countries.
- ) I tried to do this and childcare licensing would not permit it. Had to have a locking steel door between and then what's the point?
- ) I'm not as concerned with where childcare is provided as I am concerned about the quality and reliability.

## Current Data and Projections for the Future of Reno County's Communities

### Trends and Projections for Population

Over the last six-years, Reno County's population has continually decreased. Reno County's population estimated April 1, 2020, was 61,898 and as of July 1, 2021, the population was 61,414, leaving a population percent change of -0.8% (U.S. Census Bureau, n.d.). Since 2014, Reno County's population has decreased by -3.6% (USA Facts, 2022). Among age groups, the 65 and older aged individuals in Reno County was the fastest growing age population between 2014 and 2021 with an 8.6% increase whereas, the age group 50 to 64 declined the most decreasing by 10.8% between 2014 and 2021. (USA Facts, 2022). Children between the ages of 0 to 4 years old decreased in population size dropping from 5.9% in 2014 to 5.2% in 2021 (USA Facts, 2022). On the contrary, the population of 65 and older residing in Reno County increased from 18% in 2014 to 20.3% in 2021 (USA Facts, 2022). Persons under five years of age make up 5.2% of Reno County's population whereas persons 65 and older make up 20.3% of the county's population (U.S. Census Bureau, n.d.). Birth rates in Reno County have decreased over time.

Between years 2017-2018, Reno County residents had 10.5 births/1,000 population whereas in years 2018-2019, a slight reduction of 10.2 births/1,000 population was recorded (Kansas Health Matters, 2021g). According to Hill (2020), from years 2020-2050, Reno County's population is projected to decrease a significant 3.21%, in which the population of individuals aged 65 and older will increase by 45.8% from 2015 to 2045. While the reduction in the projected numbers of young children might appear less dire than the current situation, losing the population aged 65+ also removes child care capacity, as ECE professionals 65+ were 25% of the current study's sample.

Also projected, a total of 3,071 children under age 5 and a total of 17,020 individuals aged 65 and older is projected to make up the total population of 59,721 in the year 2045 (Hill, 2020). These projections may be made due to birth rates continually decreasing as mortality rates also decrease, suggesting higher rates of longevity among aging adults residing in Reno County. Lastly, a decline in population for Reno County could be projected by the number of residents planning to move elsewhere in future years. The 2022 Reno County Community Health Assessment surveyed a sample of Reno County and through methodology, results were made that can be accounted for the entire Reno County population. From the survey, 44% of respondents indicated that they plan to move in the next few years and of that 44%, 37.9% stated the move would be out of Reno County (Reno County Health Department, 2022). If a high percentage of the population decides to relocate outside of Reno County, a decrease in population has greater chance along with projected decline due to mortality and birth rates.

White, non-Hispanic or Latino individuals have been the majority racial group of Reno County for many years. In 2021, White, non-Hispanic or Latino persons made up 83.2% of the county's population (U.S. Census Bureau, n.d.). Along with White, non-Hispanic persons, in 2021, Native Hawaiian and Other Pacific Islander, non-Hispanic persons made up 0.1% of Reno County's population, American Indian/Alaska Native, non-Hispanic and Asian, non-Hispanic racial groups each made up 0.6% of the county's population, Black, non-Hispanic individuals accounted for 3.1% of Reno's population, Multiracial, non-Hispanic individuals accounted for 2.3% of the county's population, and Hispanic/Latino individuals accounted for 10.1% of Reno's population (U.S. Census Bureau, n.d.). The Hispanic/Latino population had the most significant growth increase between the years 2014-2021, increasing from 5,708 individuals in 2014 to 6,226 in 2021 (USA Facts, 2022). Children, ages 18 and younger, in the racial minority groups of Hispanic/Latino, Biracial, Asian, Native Hawaiian and Other Pacific Islanders have each increased slightly in percentage over the past few years (Kids Count Data Center, 2022). With the increase of the Hispanic/Latino population along with an increase in multiple minority groups

regarding children 18 years-of age and younger, racial diversity is slowly increasing within Reno County. Due to an increase of racial minority groups in the child population, with the factor that Reno County's population is made up of mostly older adults, projections indicate that racial and ethnic diversity will continue.

## **Economic Well-Being Trends and Projections**

The median household income for Reno County residents indicates trends of slight increase over time. According to the U.S. Census Bureau (n.d.), in 2010, the median household income for Reno County was \$41,717, and rose to approximately \$51,520 between 2016-2020. According to The Reno County Health Department (2022), the median household income for Reno County residents in 2021 was approximately \$50,675 which is below the median household income for the entire state of Kansas which is \$61,084. As median household income is lower compared to the entire state of Kansas, poverty rates within Reno County are seemingly high. Poverty rates between years 2009-2019 pertaining to children 18 years of age and younger have fluctuated between increasing and decreasing year to year. In 2009, the poverty rate in Reno County was 19.80%, in 2010 the rate was 20.80%, in 2011 poverty decreased to 18.50% but rose again in 2012 to 19.30% and kept rising to 21.06% in 2014 but decreased throughout 2015-2019 with the poverty rate being 16.90% in 2019 (Kids Count Data Center, 2022). The Reno County Health Department (2022) reported in Reno County 14.5% of White children are living in poverty, 15.8% of Hispanic children are living in poverty, and 32.9% of Black children are living at poverty level. Poverty within Reno County is experienced at higher rates among minority populations compared to the majority population, White, non-Hispanic. In 2019, a total percentage of 5.2% of children under the age of 18 were living in families considered at deep poverty level, meaning the family was living below 50% of the United States poverty threshold (Kids Count Data Center, 2022). As minority race populations are increasing, it can be projected that poverty experienced between these groups will continue rise and increase the overall poverty rate in Reno County. Inflation and prices for food, gas, utilities, etc. continues to rise and therefore, it may be projected that poverty will keep rising within Reno County as median household salaries only slight increase over time. Between July 2021 and July 2022, inflation increased 8.5% and the median household income, adjusted for 2021 dollars, in 2020 was \$71,186 for the United States (Unrath & Semega, 2022). The United States average median income puts Reno County well below average median income. As inflation continues to rise and Reno County continues falling below national and state median income levels, poverty rates should continually rise over time.

Data indicate that Reno County residents using public assistance programs, specifically Temporary Assistance for Families (TAF), Supplemental Nutrition Assistance Program (SNAP), and Women, Infants and Children (WIC), have significantly decreased over time. In years 2005-2009, 2.3% of Reno County households were receiving general assistance and TANF in comparison to 1.8% of households receiving general assistance and TANF between 2016-2020 (Kansas Health Matters, 2022e). Households receiving SNAP has significantly decreased from 49.3% in 2012-2015 to 39.1% in 2016-2020 (Kansas Health Matters, 2022d). Over time, SNAP certified stores within Reno County have decreased. WIC participation has decreased from 18.6 per 1,000 population in 2016 to 17.1 per 1,000 population in the year 2020 (Kansas Health Matters, 2021b). Although WIC participation has decreased over time, Reno County's participation is higher than the entirety of Kansas (Kansas Health Matters, 2021b). Among children, 18 years of age and younger, food insecurity rates have slightly decreased over time, with 20.0% of children experiencing food insecurity in 2017 (Kids Count Data Center, 2022). In 2017, persons aged 18 and younger made up 22.6% of the county's overall population, meaning most children were enduring food insecurity. Reno County's percentage of children who experienced lack of food in 2017 was higher than the Kansas average of 18.30% (Kids Count Data Center, 2020). Since 2017, food insecurity among children of Reno County has decreased to 16.9%, but the average meal cost from

2017 to 2020 had increased by about \$0.40 and can be projected that meal prices have risen even more since 2020 as inflation rates and food prices have risen significantly within the past two years (Feeding America, 2022). Of the overall population in Reno, 12.6% of all individuals experienced food insecurity at one point in 2019 (Kansas Health Matters, 2021c). The percentage of children participating in free and reduced-price lunch program in Reno County for year 2017 was 55.32%, higher than the Kansas average which was 47.16% (Kids Count Data Center, 2020). Within Reno, children from minority groups receiving free and reduced lunch are significantly higher, in terms of percentage rates, than White, non-Hispanic children, with African American children having the highest percentage of all racial groups (Kids Count Data Center, 2022). With the rates of inflation increasing, median household income barely increasing and mainly staying stagnant, and an already high poverty rate in Reno County, it can be projected that in future years, rates of public assistance usage will increase.

According to the U.S. Census, between 2016-2020 there were 24,970 households in Reno County in which 2.39 persons were residing per household, and 69.9% were owner-occupied. Overall, as of July 1, 2021, there were 28,296 housing units in Reno County (U.S. Census Bureau, n.d.). Between 2016-2020, the median gross rent for Reno County residents was \$742 (U.S. Census Bureau, n.d.). Around 20.1% of the county's population pays rent, spending more than 50% of their income on gross rent (Reno County Health Department, 2022). In 2018, Reno County had 865 HUD subsidized housing units with an 86.0% occupancy rate, 144 public housing subsidized housing units with a 94.0% occupancy rate, and 394 Section 8 subsidized housing units with a 95.0% occupancy rate (County Office, 2018). Further, Reno County block groups with higher minority proportions are more likely to have a higher proportion of renter households (Reno County Health Department, 2022). As stated above, minorities in Reno County have higher rates of living in poverty, likewise, minorities have a higher rate of renting homes, thus, they prove most likely lose half or more of their income on rent payments. According to the 2022 Reno County Community Health Assessment, 4.5% of their sample, representative of the entire Reno population, lived in three or more addresses within the past 12 months of taking the survey, projecting unstable housing arrangements for some of the Reno community (Reno County Health Department, 2022). Moreover, some housing units may be unsafe for residents to be living in, unknowingly to the residents. Persons residing in homes built prior to 1978 are at great risk for lead poisoning, specifically, children residing in these homes are at considerable risk for lead poisoning as they are likely to touch the paint, which contains the lead, put their hands in their mouths or put their entire mouths on the paint, making them highly susceptible to lead poisoning as their brains are still developing at a rapid pace (Reno County Health Department, 2022). Families living with low-income or at poverty level are the higher percentage of those residing in potential lead poisoned houses. These families have no money to move houses, and little resources to guide them in housing clean-up leaving them to live in these unhealthy conditions.

In 2020, 21,957 Reno County residents, age 16 and older, were employed (U.S. Census Bureau, n.d.). Between March 2022 and August 2022, unemployment rates in Reno County have increased from 754 residents unemployed in March to 939 unemployed in August (Institute for Policy & Social Research, 2022). In 2021, 9.7% of Reno County households had at least one family member who temporarily or permanently lost their job and 13.2% of households had a member actively or casually seeking new employment opportunity (Reno County Health Department, 2022). This led to 8.3% of Reno County households indicating always or most often being concerned about having adequate money to pay for household utilities while 22.2% noted being worried sometimes (Reno County Health Department, 2022). The U.S. Census Bureau (n.d.) reported a -2.2% employment decrease between 2019 and 2020, which could have been due to COVID-19 pandemic.

## **Trends and Projections for Health Factors**

A healthy life starts at the birth of a child and reflects the quality of birth givers. Paternal care, or adequate access to prenatal care and resources, in Reno County, KS has slightly decreased over

time, according to Kids Count Data Center (2022). In 2016, prenatal care for Reno County residents was approximately 82.55% whereas in 2020, prenatal care dropped to 77.94% (Kids Count Data Center, 2022). Specifically, Hispanic/Latino and African Americans had the lowest percentage of prenatal care in 2019 (Kids Count Data Center, 2022). Despite a decrease in adequate access to prenatal care, infant mortality rates have significantly decreased from 8.14 in 2014 to 3.17 in 2019 (Kids Count Data Center, 2022). Low birthweight has fluctuated over time, however, low birth-weight babies in Reno County decreased from 8.41% in 2019 to 7.06% in 2020 (Kids Count Data Center, 2022). A decrease in infant mortality rates could be due to the factor that less babies are being born yearly in Reno County. Prenatal care decrease could be due to the same factor as a decrease in mother's are needing care due to lower birth rates.

The County Health Rankings and Roadmaps project from the Robert Wood Johnson Foundation assessed and ranked the health of Reno County against all counties in Kansas. In 2022, Reno County ranked 76<sup>th</sup> in health factors and 61<sup>st</sup> in health outcomes, out of 104 counties (The Robert Wood Johnson Foundation program, 2022). Health factors pertain to health behaviors, clinical care, social, economic and physical environmental factors that have the greatest impact on shaping health outcomes for residents. According to The Robert Wood Johnson Foundation program (2022), the factors that had the greatest negative impact on Reno County Residents included:

Unemployment rate of 5.5%

Adult obesity of 40%

Adult smoking of 19%

Low birthweight of 7.2%

Poor physical health days rate of 4 (average number of physically unhealthy days reported in past 30 days)

Poor mental health days rate of 5 (average number of mentally unhealthy days reported in past 30 days)

Compared to the Kansas average, adult obesity and adult smoking were higher for Reno County, unemployment was 0.4% lower for Reno County, and low birthweight, poor physical health days and poor mental health days were equal for Reno County and the average of Kansas (The Robert Wood Johnson Foundation program, 2022). The following factors had a positive impact on the health of Reno County in 2022, according to The Robert Wood Johnson Foundation program (2022):

Preventable hospital days rate of 2686 (rate of hospital stays for ambulatory-care sensitive conditions per 100,000 Medicare enrollees)

Excessive drinking rare of 17%

Premature death rate of 7941 (years of potential life lost before age 75 per 100,000 population)

Poor or fair health rate of 18%

Compared to the Kansas average, preventable hospital stays, and excessive drinking was lower for Reno County whereas premature death numbers and poor or fair health percentage was higher for Reno County than all of Kansas (The Robert Wood Johnson Foundation program, 2022).

In 2022, 40% of Reno County residents were considered obese, which rose from 39.4% in 2019, and 34.5% in year 2017 (Reno County Health Department, 2022). With 40% of Reno County adults being considered obese, this ranked Reno County 36 out of 104 counties in all of Kansas (The Robert Wood Johnson Foundation program, 2022). Obesity rates may correlate with the high food insecurity rates experienced among Reno County residents. As median household income remains low, food prices increase, lack of access to health care and routine checkups increase, and high poverty rates increasing in Reno, affordable nutritious food may be out of reach for many residents. Unhealthy food is the most affordable in all grocery stores or convenience stores, meaning that Reno County residents may have to settle for such food, increasing the obesity rates. If median household income remains stagnant or decreases while food prices and/or lack to access health care increases obesity rates may be predicted to continual rising over time in Reno

County.

In 2020, 5.25% of Reno County children aged 19 and under, had no health insurance coverage (Kids Count Data Center, 2022). The percentage of county adult residents without health insurance increased from 15.8% in 2018 to 18.0% in 2019 (Kansas Health Matters, 2022a). Enrollment in Children's Health Insurance Program (CHIP) has increased over time within Reno County. In 2016, 965 children, aged 19 and younger, were utilizing CHIP and has increased to 1,105 participants in 2021 (Kids Count Data Center, 2022). For residents who do not have health insurance coverage, the biggest barrier in receiving sufficient health care is the cost per visit without insurance. A lack of transportation was a barrier residents indicated to receiving health care in the 2022 Reno County Community Health Assessment. Telehealth is an online health service that allows practitioners to reach populations where barriers exist in accessing healthcare, such as lack of transportation. If Telehealth is implemented and available to Reno County residents, a decrease in lack of access to healthcare may be projected and an increase in health-related illness overall may be achieved. Moreover, as stated before, a decrease in paternal care has accumulated over time, in which an increase in Reno County residents without health insurance could be projected as the cause for this decrease.

Mental health is prevalent in both adults and children residing in Reno County. In children 18 years of age and under, a rate of 1.8 per 1,000 children in Reno were discharged from a hospital pertaining to a mental health diagnosis (Kids Count Data Center, 2022). For all residents, children and adult, 93.2 persons per 10,000 population count were admitted to a hospital for mental health between 2018-2020, which in comparison to the average of Kansas (70.6) is significantly higher (Kansas Health Matters, 2022f). Minority households, households with median income lower than \$50,000, households in poorer neighborhoods and victims of violence report higher rates of mental health struggles (Reno County Health Department, 2022). High rates of mental health experiences in Reno County may be due to barriers of stigma around mental illness, lack of knowledge of where and how to receive help or resources for mental health, and bullying experiences of school aged children. As noted within health insurance and lack of access to health care for Reno County residents, implementing Telehealth for Reno County residents may project a decrease in mental health rates. Many residents stated that an unawareness to resources for mental health illness was a barrier in receiving help. Telehealth could connect practitioners and residents in easier access for residents to receive mental health care. Moreover, 90.1% of all Reno County households have access to internet use which is the main source to receive Telehealth services allowing for most of the population needing services for mental health care to be able to receive such care.

In 2021, nearly 50% of Reno County residents, above the age of 75, live with at least one type of disability (Reno County Health Department, 2022). Nearly 26.1% of persons living with a disability in Reno County were also living at poverty level between 2016-2020 (Kansas Health Matters, 2022h). As Reno County's population is majority aging and declining in health, it may be projected that adults living with a disability will likely increase over the next few years.

Another barrier to health care in Reno County is noticeable between minorities and health care providers. According to the 2022 Reno County Health Assessment, minority groups reported high rates of not feeling heard and welcomed by their health care provider. More specifically, low-income minority groups were more likely to report this finding rather than higher-income minority groups (Reno County Health Department, 2022). Again, implementing Telehealth to Reno County residents, especially low-income minority groups, could reduce the lack of access to health care and health care resources and project overall increase in better health for Reno County residents.

## **Trends and Projections for Education**

According to the U.S. Census 2020 data, 89.9% of Reno County population, aged 25 years and older, graduated from high school or higher education and 20% obtained a bachelor's or higher degree. Specifically, to levels of education of persons 25 years and older in Reno County, 10.1% had no degree, 29.2% had high school level education, 40.7% had some college experience, 13.4% had a bachelor's degree, and 6.6% had post-grad degrees (U.S. Census Bureau, 2020). High school graduation rates for Reno County have remained steady over time, however, rates have never reached over 89%. The high-school graduation rate for Reno County in 2016 was 86.78%, 87.29% in 2017, 86.68% in 2018, 87.63% in 2019, and 88.47% in 2020 (Kids Count Data Center, 2022). High school graduation rates are significantly lower for Hispanic, African American, American Indian/Alaskan Native, and Biracial minority groups (Kids Count Data Center, 2022). Reading proficiency for Reno County has significantly declined over time. Reading proficiency is referred to as the percentage of 3rd thru 8th graders who met basic grade level standard or above in the English Language Arts assessment (Kids Count Data Center, 2022). In 2015, 80.85% of 3<sup>rd</sup>-8<sup>th</sup> met basic standard or above reading proficiency, 77.80% in 2016, 72.47% in 2017, 69.88% in 2018, and 69.04% in 2019 (Kids Count Data Center, 2022). Most of Reno County's population obtains only a high school diploma or GED (Reno County Health Department, 2022).

## **Trends and Projections for Child Care**

The number of Early Head Start slots available per 100 children from birth through 3 years of age living in families with incomes below the U.S. poverty threshold has increased over time. In 2016, 18.5 slots were available, 19.5 available slots in 2017, 20.4 slots available in 2018 and 23.1 slots available in 2019 (Kids Counts Data Center, 2022). However, Early Head Start slots decreased from 23.1 to 21.7 slots available between 2019 and 2020 (Kids Count Data Center, 2022). Head Start availability fluctuated over time. In 2016, 84.1 slots were available, 88.8 available in 2017, 91.5 available in 2018, 101.8 available in 2019, and 95.6 available in 2020 (Kids Count Data Center, 2022). From 2018 to 2021, the percentage of public elementary schools that offered pre-kindergarten or 4-year-old At-Risk programs five days a week have decreased in Reno County. In 2018, 57.89% of public elementary schools offered pre-kindergarten services, 47.06% in 2019, and 50.00% offered pre-kindergarten services in 2020 and 2021 (Kids Count Data Center, 2022). In 2020 and 2021, 100.00% of public elementary schools offered full-day kindergarten five days a week (Kids Count Data Center, 2022).

In Reno County, based on a 5-year estimate developed in 2022, there are a total of 3,877 residents under six years of age with 2,722 of those residents having all parents in the family in the work force (Child Care Aware of Kansas, 2022). According to Child Care Aware of Kansas (2022), no childcare centers or licensed family/group care home provide care overnight, or on the weekends. A total of four licensed family/group childcare homes provided care during the evening hours (Child Care Aware of Kansas, 2022). If both parents must work overnight shifts or on the weekends, it may become difficult to find care for their child/children. Moreover, if parents/caregivers are having to pay for childcare during weekly hours and then provide pay for a family member or babysitter on weekends or for overnight hours, totals can add up, leaving families in predicaments on financial strain. As of 2021, the enrollment for childcare subsidies was 206 (Kids Count Data Center, 2022). The reason childcare subsidies have decreased over time is due to budget cuts rather than the number of residents in actual need (Kids Count Data Center, 2022). In Reno, depending on the age of the child, family childcare rates for full-time are approximately \$121.11-\$140.41 per week. Childcare center weekly rates, depending on age of child, are approximately \$138.33-\$165.00 per child (Child Care Aware of Kansas, 2022). For low-income families, childcare may be impossible to afford without childcare subsidies or access

to affordable childcare. According to the U.S. Census Bureau (n.d.), 10.6% of Reno's overall population was living at poverty level and according to Kids Count Data Center (2022), 16.90% of children, aged 18 and under, were living with families who income was below 100% of the U.S. poverty threshold. With these statistics in mind and the inflation rates and costs of almost everything rising in 2022, it will be difficult for families to afford childcare in Reno County.

In 2022, Reno County has a grand total of 76 childcare facilities which included 13 childcare centers, 55 licensed family/group childcare homes, 1 preschool, 1 USD 308 Head Start and 6 school age programs (ChildCare Aware of Kansas, 2022). ChildCare Aware (2022) estimated 1,803 potential childcare slots needed. Between Child Care Centers and Licensed Family/Group Child Care Homes, the grand total capacity for number of children facility is licensed to care for equates to 1,091 children. This leaves 712 children unable to find spots within a childcare center or a licensed family/group care home. There is currently one preschool as of 2022 that is over capacity by 20 children, no Head Start programs available, and limited school age programs (Child Care Aware of Kansas, 2022). The need for adequate childcare centers to fulfill the number of children needing to be enrolled must be addressed. Preschool centers and Head Start programs apart from USD 308 are of highest demand. If more preschool centers are allocated within Reno, this could open numerous spots to allow for the 712 children who need childcare to enter.



## Conclusions and Recommendations

### Conclusions

Reno County faces significant challenges for maximizing access to quality, affordable child care. The communities in Reno vary widely by population density, income, education, and existing early care and education capacity. The report highlights three major threats to meeting the early care and education needs for Reno County families as follows: *Pay Inequities for Early Care Providers*, *Cost of Quality Care*, and *Honoring Child Care as a Service to the Community*, and *Reaching Underserved Families*.

#### *Pay Inequities for Early Care Providers*

Licensed early care and education providers earn lower wages without benefits, when compared with unskilled workers (e.g., food service, retail) with lower levels of professional development. Job opportunities at local employers regularly offer \$15 per hour plus benefits (~\$31, 200 per year), yet respondents to our survey working at child care centers (N=76) indicate a median income of \$20k-30k per year. Licensed family providers face the cumulative disadvantage of earning slightly more than employees (\$30k-\$40k), but without benefits and with much longer hours (50+ on average), resulting in an hourly wage below the poverty line. Family care providers serve more than half of all children in Reno County in licensed early care and education (535 in centers, 556 in licensed family care). Those employed as part of a child care center enjoy benefits and work 40 hours or less, but still earn the same as other entry level jobs without the specialized training necessary to earn licensure. Note that more than a third of these respondents (36%) of these employees earned master's degrees.

#### *Changing Demographics Require Intentional and Mindful Responses*

Recall that Reno County's population distribution specifies those age 65+ as the fastest growing cohort. Worse still, those aged 50-64 represented the cohort with the most decline (-10.8%) meaning that Reno County will see a significant portion of the workforce retire without a workforce available to replace them. This trend affects all businesses, including ECE providers, as many of them will retire in the next five years. Thus, to maintain the economic status quo, to say nothing of actual growth, recruiting and retaining workforce talent takes center stage as absolutely paramount for the future of the County. Investing in ECE provides young, dual-earner households with the ability to move into a community and contribute to the economy. With the aging workforce, available housing concerns should dissipate, yet without access to quality, affordable ECE, no amount of affordable housing will allow for a workforce able to keep Reno County afloat.

#### *Cost of Quality Care*

The cost of quality care in Reno County likewise outpaces the ability for those in the median income (\$48,588) to pay for early child care and education. At an average rate of \$85 per week in a family care setting for a toddler (18-35 months old), the cost per year results in \$4,420 for a single child. This costs nine percent of the total gross median family income, outside the range of 7% currently recommended by the Administration for Children and Families. Center-based care costs more, \$125 per week on average, thus \$6,500 for 13% of family income for *one child*. Families wanting to have more than one child in care would face a doubling of these costs, and if available at all, infant care costs an additional \$800 per year in center-based care and \$468 in a family care setting.

#### *Honoring Child Care as a Service to the Community*

Survey results and focus group findings revealed significant public perception issues on the early care and education field. The issue earning the most salience from these data reflect the lack of understanding of the significant costs they incur, and unpaid time focused on providing care (e.g., cleaning, planning, shopping, cooking, preparing) beyond operating hours. Providers recognize that they provide a community service by allowing families to earn money with peace of mind that their children

receive the quality care and education necessary to thrive. Respondents across all groups (childcare providers, those with care, those seeking care, the general public) noted the benefits to the community provided by access to quality, affordable child care. From a data-driven view, the difference in the median income of those seeking care (\$30- \$35k) versus those with care (\$100-\$105k) provides hard data indicating that the benefit of having care adds, on average, \$60,000 in household income.

### ***Reaching Underserved Families***

As a reminder, Hispanic/Latino individuals accounted for 10.1% of Reno's population in 2020. Further, the Hispanic/Latino population had the most significant growth increase between the years 2014-2021, increasing from 5,708 individuals in 2014 to 6,226 in 2021. However, the response rate to our survey and focus group opportunities did not elicit the amount of data necessary to include in this report. However, this provides an even more important element of the conclusions and recommendations than any small amount of data could provide. Specifically, the lack of connections to and work with Hispanic-serving organizations made this work more difficult. To be fair, staffing issues in the ARCHER lab made roll out of the survey and focus groups for Spanish speakers delayed and not as visible. While the notion that all 6,000+ residents of Hispanic / Latino descent speak only Spanish seems unlikely, reality demands that we acknowledge that a subset of these residents' voices went unheard.

## Recommendations

### ***Provide Public Presentations and Community Conversations to Advance ECE in Reno County.***

Supporting public knowledge allows collaborators from different perspectives to both understand the gravity of the situation, and how it affects their communities. Holding periodic and facilitated community meetings allows for trust and reciprocity among municipal decisionmakers, families, businesses, and schools. Further, with the incentives and different facilities and funding models above, public presentations could recruit new talent to the ECE field in the County.

### ***Reno County's Child Care Landscape Requires Investment in the Short and Long-Term.***

This needs assessment and market study's results reflect significant opportunities to build child, family, and economic development. With only 34% of Reno County's desired capacity meeting demand, and an estimated 1,800 additional slots currently needed, one cannot overstate dire nature of Reno County's child care system's needs. The lack of living wage pay for child care providers contributes to the lack of available care, as many participants in focus groups and respondents to the survey indicated serious questions about why one would enter the profession. Moreover, the gap of \$60,000 in incomes between those seeking care and those with care highlights the importance of child care to household income and thus the local economy. Because of the multiple systems requiring attention, we provide the following recommendations for investment in early care and education for Reno County:

***Provide Funding to Existing Child Care Providers to Sustain and Incentivize Their Work in the Community.*** This effort provides benefits across two major and several additional domains. First, retaining those contemplating leaving the early care and education (ECE) field, and second, providing the necessary recognition of the service these professionals provide. Existing care providers provide the most immediate short-term opportunities to make progress. This funding should be used to remove costly barriers to ongoing licensure (e.g., fingerprinting, license fees, CPR fees, background check fees) and wage stipends to help employees and in-home providers make a living wage with benefits. Importantly, existing care providers also provide the most long-term opportunities to make progress in capacity-building.

***Recognize the Benefit that Licensed Home Providers Bring to all Communities, Especially in Rural Areas.*** The reality of the importance of licensed home providers should prove self-evident when reviewing this report. First, almost half of all children receiving care in Reno County do so in a licensed family / group home setting. These early care and education professionals typically receive little attention from community-wide and even county-wide efforts. Due to multiple factors (e.g., autonomy, isolation, perceptions from the public about quality of care), existing early care and education professionals providing care in their homes face stigmas relating to their serving as “babysitters” when their peers, especially those in school systems running universal pre-K programs, receive more favorable recognition as teachers. We highly recommend working with these providers to maximize their recognition and effectiveness. Specific recommendations are below:

- Work with the [South Central Kansas Economic Development District](#) to provide support for forming child care co-operatives in consultation with the [Kansas Cooperative Council](#). This effort requires technical assistance and support for licensed in-home providers, as our results indicate that 62.5% of these business owners work more than 50 hours a week, leaving precious little time to invest in long-term planning and collaborative efforts.
- Include these providers at all levels of support for overcoming the significant fiscal barriers to entry and sustainability (e.g., licensing fees, background checks, CPR

certification). Reno County has lost at least 17 licensed home providers since 2020, leaving a significant gap in availability of quality care and education.

- When deciding to build or expand existing care capacity in center-based settings, staffing presents a real and difficult challenge. We recommend starting searches for directors and faculty employees with these experienced, licensed care providers. Providers could reasonably refuse, however, recognizing their expertise and including them in building capacity builds trust, reciprocity, and shared responsibility.

***Incentivize, Support, And Pilot Test Innovative Approaches to Solving Child Care Needs.***

Supporting the adoption or adaptation of promising community models for ECE requires money and patience. However, several communities across Kansas provide working models of public-private partnerships to advance ECE quality and capacity across diverse communities. Technical assistance in navigating the landscape of complex agreements, tax implications, and fiscal requirements should represent paramount importance for these models to work and thrive. New facilities and child care professionals might emerge from this process, however, leveraging existing ECE talent provides the greatest chances for success, as these professionals have experience to assist in decision-making. We provide specific recommendations below:

***Community demand and collaboration.*** Data from our respondents with care and seeking care indicate during school breaks / professional development days, and over-the-weekend care all demand attention. Multiple models for meeting community demand, in conjunction with already available community resources responding to the need (e.g., hospital foundations, community foundations, chambers of commerce) exist. Ensuring that community organizations work together to address the needs of all members of Reno County's communities will prove the only successful way forward.

***Protect the Integrity and Good-Faith Efforts of These Arrangements Through Communication and Honesty among All Involved.***

- A key recommendation here is to leverage expertise in contracts, memoranda of understanding, and incorporation processes and requirements. Provide dedicated, formal, and expert support for ongoing community development.
- The challenges of working to expand early care and education capacity require dedicated personnel with expertise in community development and vitality. A common thread runs through communities in which progress toward added capacity, guided by these needs assessments, resulted in positive outcomes. That thread, starts and ends with a paid position whose role entails providing technical assistance, building networks, convening coalitions, and supporting community collaboration.
- This position should be housed in a neutral organization (i.e., one with minimal bias against different sources (i.e., public, private, philanthropy) for funding. Further, removing any actual or perceived linkages to regulatory bodies of the state (e.g., Kansas Department of Health and Environment (and by extension the local health department), Kansas Department of Children and Families, Reno County / Hutchinson Chamber of Commerce, Child Care Aware of Kansas (CCAKS) or Kansas Child Care Training Opportunities (KCCTO)). Despite years of working in the field, both KCCTO and CCAKS still experience providers showing concern for possible punitive repercussions by working with them. Identifying potential trusted and local organizations might prove challenging, but leadership should explore potential partners to house this position.

### ***Support Hispanic Families, the Fastest Growing Segment of the Population.***

The Hispanic population needs intentional outreach and engagement by community leadership to ensure that their needs receive the attention they deserve. While responses to this study did not provide enough useful data, applying what we know about other communities in Kansas points toward an even more disadvantaged workforce without quality ECE options. Building trust and inclusion within these communities takes time and intentionality. Should you decide to follow the recommendation for a full-time position as proposed above, a searching for a qualified Spanish-speaking native of Reno County could bolster the relationship between the Hispanic population and the existing dominant culture.

### ***Reassess Existing Use of Public Funding in the Childcare Sector.***

- Reno County's use of current and potential public funding fails to optimize opportunities for reaching children, especially those in low-income families. In conducting this assessment, it seems the opportunity for Head Start to reach more children should garner attention. While school districts administer Head Start grants, a more equitable arrangement, aimed at reaching as many children as possible, uses a community action program. Expanding Head Start within Reno County beyond USD 308 requires immediate attention.
- Unfortunately, universal pre-K located on school campuses contributes to the decline in available ECE due to the return-on-investment structure. Providers make money to support the infants and toddlers in their programs as the teacher to child ratio provides a chance to earn money. Ignoring the ability for Preschool Pilot Funds to support private community partners (i.e., licensed care providers) requires immediate attention for two key reasons:
  - Removing the primary means by which private care providers recoup their losses from providing infant care (a key demand indicated by this study) means that these businesses will continue to close.
  - When school systems provide universal pre-K, they do so for only nine months out of the year. Further, locating programs within the school system creates additional needs for care during the summer and other natural breaks, before and after school M-F, during professional development and parent-teacher conference days, and inclement weather days.

Thus, when school districts fail to partner with existing private enterprise to support ECE, an unfortunate but entirely predictable scenario results. Private ECE businesses close their doors due to fiscal insolvency driven by the schools siphoning off their main source of income (i.e., preschoolers). A reduction in capacity for infant and toddler care immediately follows, as those businesses were the *only ones* providing this service to the community, and school districts neither have capacity nor funding to do so. The cascade continues when summer comes and the families whose children used to attend all day, all year ECE at their provider's facility now find nowhere to receive care for their preschooler in addition to having lost infant and toddler care already gone due to private facilities closing.

### ***Leverage Extramural Funds Beyond the American Rescue Plan Act (ARPA) Funding Currently Available.***

Additionally consider leveraging ARPA funds to provide match dollars to maximize investment opportunities. For example, the Kansas Department of Commerce Non-Profit Child Care and Education Facilities Grant (Applications are accepted until February 1, 2023) allows for capital improvements or new construction, a welcome divergence from the typical, historical funding opportunities for early care and education capacity-building. This opportunity requires a 25% match for these funds, yet Hutchinson's maximum eligibility equals \$750,000.

***Make Plans to Replace Short-Term Funding Support with Long-Term Sustainability.***

The current influx of funding supporting ECE systems work provides a chance for generational change in outcomes for children and families in Reno County. However, this level of funding will sunset soon, and ensuring that businesses and community members, with and without children, recognize the benefits of quality ECE for their community will likely decide the future of ECE in Reno County. Businesses and schools both benefit greatly from ECE in their communities and shifting funding needs to those directly receiving advantages from sustainable ECE need to plan to support employees and their families in the longer term. Reno County possesses the tools and leadership necessary to make significant progress in the future of ECE benefitting families, children, and economies.

***Ensure Access Equity When Drawing on Community Resources in Support of Added Capacity.***

The demand for early care and education in Reno County spans the entirety of the income spectrum and across all employment sectors. Plans to leverage extant community dollars (e.g., ARPA, Community Foundation funds), or additional funding raised from the community should likewise target care for those in the community. For example, businesses focused on providing care almost exclusively for their employees should either use internal funding or extramural funding originating outside of the community. In comparison, community-based / non-exclusive care should look to community fundraising efforts to equitably benefit children and families in the community. While the community benefits indirectly from business-provided care, the benefits of added care capacity regardless of business affiliation prove more direct and equitably distributed.

***Leverage Novel Tax Advantages for Employers and Groups of Employers.***

Recent changes in the Child Care Tax Credit for Corporations allow corporations of all sizes to receive tax credits for providing funding for care, providing on-site care, supporting off-site care (e.g., centers, childcare homes) and even helping families find care. For every dollar that businesses spend on facilities or for families in need of care, businesses remove a 7.8% payroll tax burden. Even more importantly, 50% of an investment in the first year will be returned in a tax credit, with 30% returned in subsequent years. Note that the intricacies of this law have not been released by the Kansas Department of Revenue, but forthcoming details aim to provide businesses with access to these funds.

***Ensure Pay and Compensation Equity Across All Kinds of Settings for Care.***

A major concern when adding capacity, particularly involving new facilities built by and for businesses, centers on draining the pipeline of available talent. Community leaders should commit to ensuring that pay equity exists when staffing needs emerge. With a shortage of available ECE talent, building a brand-new facility, paying higher wages with benefits certainly bolsters the newly hired employees, but leaves their previous employers without available talent and increases the wage gaps among providers. Reno County leaders should commit to ensuring that all licensed ECE providers make no less than 10% than the top earners in similar positions (e.g., lead teacher in current facility should earn at least 90% of the compensation at the brand new facility's lead teacher rate of pay).

***A final note about KDHE:***

***Regulations.*** Almost universally, respondents to the survey and those who participated in focus groups pointed toward KDHE's following and enforcing regulations as the main barrier to entry in business,

fiscal solvency, and ECE capacity in Reno County. This shocking feature stands as an outlier from every other community with which the ARCHER lab has worked to assess needs. KDHE regulations exist to reduce the likelihood of children coming to harm and to protect both providers and families. Teacher-to-child ratios prevent providers from trying to care for too many children before the inevitable point of abuse or neglect. Note that all businesses face regulations, yet many operate within these regulations without issue. Indeed, in Reno County both ECE centers and in-home providers continue to operate after more than 20 years, even with regulations growing more stringent in the same period. Residents of Reno County may choose to advocate for looser restrictions through their state legislators, but the likelihood that changing KDHE regulations in a time and manner allowing for both children and ECE providers to benefit seems slim, to say the least. The ARCHER lab views labeling current KDHE regulations as the main barrier to progress as missing the reality of the actual barriers, especially here in Reno County. In our view, the lack of adequate collaboration among public / private entities, failing to recognize the service to the community ECE providers perform without adequate community support, and the significant pipeline and wage gaps due to the current state of affairs, all supersede KDHE regulations in importance. The reality persists that for the ECE sector to exist under regulations allowing for true income opportunities, those regulations portend a plethora of health and safety issues resulting from simple individual attention and cognitive capacity during caregiving. In short, increasing capacity by reducing KDHE requirements stands to produce more serious and severe consequences than many seem ready to admit. Reno County possesses so many opportunities to meet the needs of its citizens *within and under current regulations*.

**Enforcement.** Enforcement of KDHE regulations received an inordinate amount of attention during the focus groups especially. We have no reason to doubt the veracity of the difficulties almost every single participant we reached reported facing over the last few years driven by KDHE's aggressive and punitive approach to regulation enforcement. Again, we fully support regulations and their enforcement, yet the heavy-handedness with which it occurs requires a collective effort involving collaboration of *all stakeholders* in Reno County. Enforcement of regulations should serve to facilitate improvement and encourage developmental progress toward compliance. *All* providers reported a zero-tolerance policy of enforcement by KDHE with several having experienced penalties simply because "nobody's perfect". Again, we all desire safe and healthy environments in which children receive early care and education, yet such a gatekeeping approach, with individuals maximizing their authority to punish providers for minor infractions, leads to resentment and pushes providers out of business. Taking a facilitative approach, working with providers to improve, working with the entire community to support those in need of improvement, and connecting them to existing resources (e.g., Child Care Aware's Child Care Health Consultant Network) to support them maximizes the chance that KDHE's seemingly zealous enforcement will not result in more providers leaving the field.

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Commerce. Retrieved September 21, 2022, from

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## AGENDA ITEM

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

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Donna Patton

**AGENDA TOPIC:**  
Clerk Annual Report

**SUMMARY & BACKGROUND OF TOPIC:**  
N/A

**ALL OPTIONS:**  
N/A

**RECOMMENDATION / REQUEST:**  
N/A

**POLICY / FISCAL IMPACT:**  
N/A



**Donna Patton**  
**County Clerk**

**RENO COUNTY**

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

## Clerk/Election Monthly Report for November

We mailed out 2,582 ballots and had 5,195 people come in to vote in advance. That is an 18.59% voter turnout for just advanced voting. Our total voter turnout was 49.8% with 20,712 votes cast. We had to hire an additional 18 workers to tally the write-ins and do our audit that is required by statute. I want to give a huge Thank You to Sheriff Campbell who volunteered some of his employees, Mike Plank and Harlen Depew! Mike and some of his staff and some Maintenance employees volunteered during business hours to help us set up and tear down the election equipment at the Fairgrounds. Mike and his staff went above and beyond to offer their help and do whatever we needed them to do. Everything was a HUGE help to us! We really appreciate everyone who was able to help. I want to give a shout out to my staff who worked extra hours so we could remain open to the public for early voting. We conducted our hand count audit on Thursday November 10<sup>th</sup> and it match our totals exactly.

The Tax Roll has been completed and the Tax Statements sent to the printer. They were mailed out around November 18th.

By the end of November, 87% of the year-to-date budget in the Clerk's Office and 80% in the Election's Office was used with the majority of that for payroll and election expenses.

Donna Patton



## **AGENDA ITEM**

## **AGENDA ITEM #7.C**

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Michelle Updegrove

**AGENDA TOPIC:**  
Register of Deeds Annual Report

**SUMMARY & BACKGROUND OF TOPIC:**

2022 Register of Deeds Annual Report presented by the Registrar, Michelle Updegrove who will briefly give updates regarding the Register of Deeds office and answer any questions the Commissioners may have.

**ALL OPTIONS:**

Discussion Only.

**RECOMMENDATION / REQUEST:**

No action

**POLICY / FISCAL IMPACT:**

No impact.

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**Register of Deeds Annual Report for  
Board of County Commissioners  
Jan. – Oct. 2022**

**Current Business**

**January-Oct 2022: \$536,313.00**

- Documents Recorded: 8,287
- Recording Fees Collected: **\$403,285.00**
- Technology Fund Fees Collected: **\$92,808.00**
  - County Clerk: \$15,468.00
  - County Treasurer: \$15,468.00
  - Register of Deeds: \$61,872.00
- Heritage Trust Fund (HTF): **\$30,936.00**
  - HTF receives \$30,000.00
  - Overage into General: **\$936.00**
- Service Fees Collected: **\$9,284.00**

**Technology Fund: \$282,556.16 (Operating Cash) \*** (as of Nov. 10, 2022)

**Budgetary**

- Percent of Budget Spent: 95% \* (as of Nov. 10, 2022)

**Mission Statement for Register of Deeds Office**

The Mission of the Reno County Register of Deeds Office is to provide all services required by law concerning the documentation and record preservation of Real Estate, Oil & Gas Minerals, Plat Maps, Vital Records and State and Federal tax liens. We will provide a convenient and professional office for the public to utilize our records. We will constantly strive to be aware of statutory changes, technology advancements, and development of staff. We will provide citizens of Reno County with quality and timely service.

**Goals and progress notes**

- **100% Digital Land Registry. 100% funded by ROD Tech funds. *See next page for update***
- **Access to images of records online for a subscription fee. *No update***
- **More efficient, user friendly and technologically advanced Land Records Management Software (LRMS). *See next page for updates.***
  - For our customers to begin to be more reliant on LRMS so we can phase out of handwritten entries in numerical index books.
  - Images of documents to be woven into LRMS instead of being a separate entity.
    - ✓ This would also lessen our data entry workload.
  - Offer Fraud Protection programs through our LRMS.
- **Staffed adequately to perform our statutory duties with efficiency and accuracy. *See next page for update***
- **Start accepting credit and debit cards. *No update.***
- **Offer veteran discount cards and host DD 214 drives to encourage our veterans to file their Military Discharge records with us. *No Update.***

## 2022 Register of Deeds Annual Report (Cont.)

- **Digitizing Updates**

At total of 226,794 documents within a span of 508 books have been digitized by our county documentation specialist, Cory Harrison. He's had a very significant role in growing our digital archive and helping us understand how documentation can be researched within the new imaging software.

### What has been done so far...

- ✓ Misc Volumes 2-122
- ✓ Sale of Oil & Gas Royalty Volumes 1-44
- ✓ Oil & Gas Lease Volumes 1-113
- ✓ Misc. Assignments and Releases – 186 Volumes
- ✓ Surveys – 4 Volumes
- ✓ Cemetery – 2 Volumes
- ✓ Contract POA – 1 Volume
- ✓ Guardian Deed Volume A – 1 Volume
- ✓ Federal Tract - 1 Volume
- ✓ Historic Stock Lien – 1 Volume
- ✓ Homestead-Patents – 7 Volumes
- ✓ Service Records – 25 Volumes

### What still needs to be digitized...

- Section Township Range Index Records 1868-Current – 73 Volumes
- Subdivision Index Records 1868-Current – 78 Vol.'s
- UCC's Alphabetical Records M-Z (*A-L Completed*)
- Township Government Lot Series – 7 Vol.'s
- General Index Volumes – 70 Volumes

- **New LRMS Software and Square 9 Imaging Software**

Mike Matthews and I have been working with vendors to bring our department a product that will merge with our new imaging software Square9 and improve our overall efficiency within our Land Record Management System (**LRMS**). It's important that the software meet all our needs not only for our day-to-day processes but for the network and the IT office to oversee its implementation.

Currently the ROD office is awaiting the transfer of all our records into Square 9. This is a very delicate, complex, and timely integration as over 4 million records are under IT's responsibility of being merged into the appropriate user files correctly. The integration of our records is expected to take a week once IT is ready to start implementation.

Our office is very appreciative of all the efforts IT has done to bring our office new software and grow our digital archive.

- **Staffing changes.**

The Digital Archive and Preservation Associate is responsible for growing our digital archive by imaging and indexing documents to they can be searched within LRMS. They are also cross trained to maintain current indexing in our land record books and assist with customer service when needed.

Currently the issue we have with this position is that we can only offer the employee 19 hours per week because this is a no benefits part time position.

Despite the turnover we've had in the position due to the low number of hours offered we are doing the best we can with this position to make it productive for the office and engaging for the employee.

End.



## AGENDA ITEM

## **AGENDA ITEM #7.D**

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Brenda Kowitz, County Treasurer

**AGENDA TOPIC:**  
Treasurer's Annual Report





**RENO COUNTY TREASURER**

125 West First Ave.  
Hutchinson, Kansas 67501-5245  
620-694-2938  
Fax: 620-694-2776

TDD: Kansas Relay Center 1-800-766-3777

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November 22, 2022

**STAFFING CHANGES OR ISSUES:**

Our front line is now full and the new clerks are coming along well. We are working with them so they can go through the KDOR training/testing to get their sign on authority. The deputy treasurer has accepted a position with another employer and we will be promoting within the department. We will have the Treasurer, Deputy Treasurer, Fiscal Associate I and Fiscal Associate II. This will leave two title clerk positions open which we are advertising now. Reno County is no different than many of the other Treasurer's offices around the state. It is hard to fill positions in our offices. The work is very demanding and detailed.

**BUDGET YTD SUMMARY:**

As of this day, we are averaging around 76% of our budget in the largest expenses we have (payroll). Overall expenses are at approximately 67%. We do have some areas that have not reached the time frame in which items will be charged against their fund. Some of the larger expenses to come will be the tax statements, mailing our receipts and lock box services (\$10,000.00). Lock Box services have increased to \$10,000.00 which is an increase of around 2%. However, the largest increase was postage for mailing the tax statements with an increase of approximately \$6,500.00 (48% increase). I will not have the final postage figure or the amount Master's Touch will be charging until they have sent me the postage receipt and their invoice. Publishing costs for the delinquent personal property just went up over \$7,000.00.

**PROJECTS/ISSUES/CHALLENGES/CONCERNS:**

We continue to work on tax sale properties. We need to close out tax sale #40 and have already composed a list of the next properties eligible for tax sale #41. Tax statements were delayed because of bar code problems so it will be imperative we concentrate on getting those payments posted. We have cross-trained two additional employees to help with those duties and will be utilizing the lock box service. The challenge of hiring and retaining employees is an ongoing concern. Many of the offices across the State of Kansas are also facing those very same challenges.

Their needs to be a concentrated effort to amend some of the statues we must follow. Publishing requirements and the requirement to use mail first-class for our tax statements are a few.



## AGENDA ITEM

## **AGENDA ITEM #7.E**

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Don Brittain

**AGENDA TOPIC:**

Authority to Award Contract to King Construction Inc., and the Commitment of County Funds of \$216,000.00 for the Construction of the 69th Ave Bridge 26.70 over the Cow Creek, located 0.5 mile West and 2.0 miles North of Willowbrook.

**SUMMARY & BACKGROUND OF TOPIC:**

The 69th Ave Bridge 26.70 was selected to be part of the Kansas Department of Transportation Program in March, 2021.

In June, 2021 Reno County and the Kansas Department of Transportation enter into an Agreement No. 150-21, KDOT Project No. 78 C 5116-01.

**ALL OPTIONS:**

Approve and Sign Contract as recommended by the Director of Public Works and the Kansas Department of Transportation.

Do not sign Contract and lose funding to construct the 69th Ave Bridge 26.70 over Cow Creek.

**RECOMMENDATION / REQUEST:**

Approve and Sign Contract between Reno County and the Kansas Department of Transportation, as recommended by the Public Works Director and the Kansas Department of Transportation.

**POLICY / FISCAL IMPACT:**

A combination of bid items and construction engineering less a maximum of \$1,000,000 Federal Funds will require County matching funds in the amount of \$216,000.

Funds from the Special Bridge Fund (006) have been allocated for this Project.

**AUTHORITY TO AWARD CONTRACT  
COMMITMENT OF COUNTY FUNDS  
10/21/2022**

2 Copies to County  
Project Number: 078 C-5116-01  
STP-C511(601)

WHEREAS bids were received at Topeka, KS on 10/19/2022 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
KING CONSTRUCTION COMPANY INC & SUBSIDIARIES HESSTON, KS	Reno County: 0.5 mi W & 2.0 mi N of Willow Brook	\$971,133

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$1,000,000  
Federal funds will require County matching funds in the amount of \$216,000.**

BE IT FURTHER RESOLVED that County funds in the amount of \$216,000 which are required for the matching of Maximum Federal funds are hereby pledged by the County to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 12/8/2022 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Kansas.

Recommended for Approval:

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

\_\_\_\_\_, Chairman

Attest:

\_\_\_\_\_, Member

(Seal)

\_\_\_\_\_, Member

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



## BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 10/19/2022

Contract Number: 522104515

Project Number: 078 C 5116-01

Federal Number: STP-C511(601)

Description: GRADING AND BRIDGE

County: RENO

State Ties: --

Total Records: 5

[Helpful Definitions](#)

Contractor Name	Bid Amount
KING CONSTRUCTION COMPANY INC & SUBSIDIARIES	\$970,188.00
L & M CONTRACTORS INC	\$984,188.00
BRIDGES INC	\$1,057,798.00
A M COHRON & SON INC	\$1,075,335.00
REECE CONSTRUCTION COMPANY, INC.	\$1,645,369.00



## AGENDA ITEM

## **AGENDA ITEM #7.F**

**AGENDA DATE:** November 22, 2022

**PRESENTED BY:** Don Brittain

**AGENDA TOPIC:**

Agreement for Preliminary Engineering (PE) Design Services by Consultant (Cost Plus Net Fee Agreement) for the High Risk Rural Roads Program for FY2024 (Signage Project). Kansas Department of Transportation Agreement No. 270-22, Project No. 78 C-5198-01. This Agreement is between Reno County, Kirkham Michael and the Kansas Department of Transportation for Kirkham Michael to provide preliminary engineering design services not to exceed \$123,681.71.

**SUMMARY & BACKGROUND OF TOPIC:**

Reno County was selected in March, 2022, to be eligible for funding as part of the Kansas Department of Transportation Federal Fiscal Year 2024 High Risk Rural Roads Program.

Reno County signed an Agreement No. 189-22, Project No. 78 C-5198-01 High Risk Rural Roads Project with the Kansas Department of Transportation in July, 2022.

The Current Agreement No. 270-22 is to allow Kirkham Michael to review/design, ensuring all signs on the major and minor collector roads (Signage Project 317 miles) West of Highway K-14 meet current Manual on Uniform Control Devices (MUTCD).

Reno County was awarded the High Risk Rural Roads Program (Signage Project 238 miles) East of Highway K-14 in 2019.

**ALL OPTIONS:**

Sign Agreement as recommended by the Public Works Director  
Return to Staff for revision  
Do not sign and lose this funding

**RECOMMENDATION / REQUEST:**

Approve and sign the Agreement as recommended by the Public Works Director

**POLICY / FISCAL IMPACT:**

Funding is budgeted in 094 Special Road Fund, not to exceed \$123,681.71.

Reno County will pay Kirkham Michael, and will submit for reimbursement to the Kansas Department of Transportation

**AGREEMENT FOR  
PRELIMINARY ENGINEERING (PE) DESIGN SERVICES  
BY CONSULTANT  
(COST PLUS NET FEE AGREEMENT)**

**CMS CONTRACT NO.** \_\_\_\_\_

**PROJECT NO. 78 C-5198-01  
HSIP-C519(801)  
RENO COUNTY, KANSAS**

**THIS AGREEMENT** is by and among **Reno County, Kansas**, (“LPA”), as principal, and the consulting engineering firm of **Kirkham Michael & Associates, Inc.** (“Consultant”), and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation (KDOT)** (“Secretary”). The Secretary will act as agent for the LPA pursuant to authority set forth in K.S.A. § 68-169, *et seq.* The LPA, Consultant, and Secretary are collectively referred to as the “Parties.”

**RECITALS**

- A. The Secretary and the LPA previously executed an agreement related to this Project dated August 12, 2022, which is incorporated by this reference as if set out in its entirety herein. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The LPA has submitted an official request to the Secretary stating the LPA desires participation in the cost of the Preliminary Engineering (PE) services for the Project.
- C. The LPA’s engineering forces will be unable to handle the work involved within the desired completion date and consequently, the LPA desires to utilize the PE services of the Consultant, as further described in this Agreement.
- D. The Consultant represents it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and all personnel to be assigned to perform the Preliminary Engineering Services required under this Agreement are fully qualified to perform the Preliminary Engineering Services in a competent and professional manner.
- E. The LPA, Consultant, and the Secretary desire to set forth in this Agreement their understanding and agreements relating to the Preliminary Engineering and allocation of costs for the Project.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS.** The following terms as used in this Agreement have these 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. **“Consultant”** means the consulting engineering firm of Kirkham Michael & Associates, Inc., a Nebraska professional association, with its place of business and registered agent at 217 North Douglas, Ellsworth, KS 67439.
3. **“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.
4. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
5. **“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.
6. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
7. **“Local Public Authority” or “LPA”** means the Reno County, Kansas, with its place of business located at 600 Scott Boulevard, South Hutchinson, KS 67505.
8. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the Federal Highway Administration (FHWA), reasonably determines are not Participating Costs.
9. **“Notice to Proceed”** means the written notice from the Secretary or designee authorizing the Consultant to begin performance of services.
10. **“Participating Costs”** mean means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
11. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

12. **“Project”** means Project No. 78 C-5198-01 located on major and minor collectors west of K-14 and consists of 317.00 miles of permanent signing.
13. **“Secretary”** means the Secretary of Transportation of the State of Kansas, his or her successors and assigns, and the Secretary’s designee.
14. **“Special Specifications”** means the current English edition of the KDOT Standard Specifications for State Road and Bridge Construction.

## ARTICLE II

### **SCOPE OF PE DESIGN SERVICES:**

1. Phase I: Design and plan preparation of permanent signing for the above described Project, including Special Specifications as required.  
  
Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.
2. The LPA requested and has received a proposal for Phases I and II (PE services for plan preparation) from the Consultant for the following proposed construction improvements:  
  
Permanent Signing: 317.0 Miles      Bridge: N/A Miles
3. The LPA requires that the scope of PE services to be provided by the Consultant be in accordance with the Consultant’s proposal and regulations prescribed by the FHWA and the Secretary.
4. The PE services to be performed by the Consultant for Phase I and II\* will include, but not necessarily be limited to, the following as indicated thusly (+):

#### Surveys

- |   |  |
|---|--|
| <input type="checkbox"/> Topographical Survey           | <input type="checkbox"/> Geological Survey |
| <input type="checkbox"/> Relocation Survey              | <input type="checkbox"/> Bridge Soundings  |
| <input checked="" type="checkbox"/> Normal Field Survey | <input type="checkbox"/> R/W Survey        |

#### Plans, Specifications & Estimates

- |  |  |
|--|--|
| 1) Road  | 2) Bridges                                       |
| <input type="checkbox"/> Balanced Grading Plan | <input type="checkbox"/> Contour Maps            |
| <input type="checkbox"/> Pavement Design       | <input type="checkbox"/> Bridge Layout Cost      |
| <input type="checkbox"/> Culvert Designs       | <input type="checkbox"/> Cost Completion         |
| <input type="checkbox"/> R/W Descriptions      | <input type="checkbox"/> Bridge (Superstructure) |



- |  |   |
|--|---|
| <input type="checkbox"/> R/W Strip Map                 | <input type="checkbox"/> Bridge (Substructure)      |
| <input type="checkbox"/> Surfacing Plans               | <input type="checkbox"/> Detailed Bridge Plans      |
| <input type="checkbox"/> Storm Sewers                  | <input type="checkbox"/> Special Provisions         |
| <input type="checkbox"/> Special Provisions            | <input type="checkbox"/> *Review Shop Drawings      |
| (+) Construction Cost Estimate                         | <input type="checkbox"/> *Review Falsework Drawings |
| <input type="checkbox"/> R/W Staking                   | <input type="checkbox"/> Construction Cost Estimate |
| <input type="checkbox"/> Traffic Control Plan          |   |
| (+) Other: Permanent Signing                           |   |
| <input type="checkbox"/> Other phases if involved: ___ |   |

5. The proposed Project will be constructed on said route to equal or exceed the Secretary's approved design guidelines for the following:
- (a) Average Annual Daily Traffic (AADT) = Varies for Design Year Traffic.
  - (b) Minimum Design Speed equal to or greater than posted speed.
  - (c) Current design criteria (S Special Attachment No. 6).

### ARTICLE III

#### **LPA RESPONSIBILITIES:**

1. Secretary Authorization. The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. Use of Consultant. The LPA will employ the Consultant to perform the PE described in Phases I and II of this Agreement for the fee, and in the manner stipulated in this Article III and in general accordance with the Consultant's proposal.
3. Progress Review. The LPA will review the Consultant's schedule, preliminary concepts, and/or layouts prior to detailed progress of the work and will monitor the Consultant's actual progress throughout the period of this Agreement.
4. Compensation. The LPA will compensate the Consultant for the PE services for Phases I and II described in Article II and Article V of this Agreement as follows:
  - (a) Total Compensation. Total compensation for Phases I and II of the PE services may not exceed one hundred twenty-three thousand six hundred eighty-one dollars and seventy-one cents (\$123,681.71). Compensation will be made based on a net fee amount of eleven thousand five hundred twenty-four dollars and twenty-four cents (\$11,524.24) and the Consultant's reimbursable actual costs. The actual costs must be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. Part 31, *et seq.*

- (b) Reimbursement by the Secretary. The LPA will administer payments to the Consultant, including any portions borne by the Secretary. The Secretary will reimburse the LPA up to one hundred percent (100%) of the Participating Costs of PE, or \$123,681.71, whichever is less.
- (c) LPA's Contribution. The LPA is responsible for zero percent (0%) of the total actual costs of PE for Phases I and II (PE services for plan preparation of the Project) up to the total compensation limit. The LPA will be responsible for any costs which may occur above the total compensation limit of \$123,681.71 (overages).

5. Progressive Payments.

- (a) Partial Payment. During the progress of work covered by this Agreement, partial payments for Phases I and II may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing must be supported by a progress schedule acceptable to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period.
- (b) Retainage. The LPA will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the Consultant to the LPA after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the Consultant may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the Consultant may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when the Agreement has been audited by the Secretary.

6. Final Payment.

- (a) Voucher-Phase II. The voucher for final payment from the LPA for Phase II due under provisions of this Agreement may be submitted after the acceptance and approval of the work by the LPA and the Secretary.
- (b) Voucher-Phase I. In the event a construction contract has not been awarded for any Project segment within six (6) months from the date of approval of construction plans, the voucher for final payment of Phase I may be submitted without further delay.

- (c) Final Audit. Final payments for Phases I and II due under provisions of this Agreement will be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.
7. Hold Harmless Clause. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and 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 LPA, its agents, employees, or subcontractors resulting from negligent acts, errors, or omissions from the LPA's operation in connection with the PE services to be performed under this Agreement.
8. System for Award Management. The LPA and Consultant agree each shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they are involved with project which have active federal awards.
9. Lobbying. If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Special Attachment No. 12 to this Agreement and be attached and made a part of this Agreement. Such certification must state the LPA, as a recipient of Federal aid, will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
10. Suspension and Debarment. If the total value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the LPA is required to verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified or voluntarily excluded from participation in this transaction by any federal department or agency. A Certification by Project Agency as to History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments will be included as Special Attachment No. 11 to this Agreement and be attached and made a part of this Agreement. 2 C.F.R. § 200.213.

#### ARTICLE IV

##### **SECRETARY'S RESPONSIBILITIES:**

1. Notice to Proceed. The Secretary will issue a written Notice to Proceed to the LPA and the Consultant regarding the approved date for the Consultant to begin work.
2. Available Drawings. Upon request, the Secretary will furnish to the Consultant any available design standard drawings or other plan sheets at actual cost.
3. Status Notification. The Secretary will notify the LPA and the Consultant of receipt and review status of received plans and documents.
4. Reimbursement to the LPA. The Secretary will reimburse the LPA as set forth in Article III, 4: Compensation, above, and Special Attachment No. 1. The LPA will be responsible for any costs which exceed the Secretary's contribution (overages).
5. Progressive Payments.
  - (a) Partial Payment. During the process of work covered by this Agreement, partial payments may be made to the LPA after receipt of proper billing indicating payments to the Consultant and supported by a progress schedule all found acceptable to the Secretary.
  - (b) Retainage. The Secretary will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation after the LPA's share (if any) has been deducted. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the LPA to the Secretary after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the LPA may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the LPA may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the LPA when the agreement has been audited by the Secretary.
6. Final Payment to the LPA.
  - (a) Final payment to the LPA will be made within ninety (90) days after receipt of proper billing and final approvals, utilizing an accounting procedure similar to that as outlined in Article III, paragraph 5(a) provided all administrative audits and other procedures in connection therewith have

been completed. If such procedures have not been completed within ninety (90) days, then payment will be made upon completion thereof.

- (b) It is the policy of the Secretary to make any final payments to the LPA for PE services related to the Project in a timely manner. The Single 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.*
- (c) The Secretary may pay any final amount due for the authorized work performed based upon the LPA's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be Non-Participating or not eligible for reimbursement by audit.

## ARTICLE V

### **CONSULTANT RESPONSIBILITIES:**

1. PE Services. The Consultant agrees to perform the scope of PE services as indicated in Article II of this Agreement. More specifically, the Consultant agrees to design the Project as follows:
  - (a) The Consultant will prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project, in accordance with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) "Green Book," A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Local Projects LPA Project Development Manual, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices

(MUTCD), the Bureau of Road Design's Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of FHWA pertaining to the Project.

- (b) Upon their completion, the Consultant will submit the Design Plans to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 1(a) above. The Design Plans must be signed and sealed by a 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. Rights of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the rights of way descriptions. 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.*
- (c) The Consultant will prepare revised Design Plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contract(s) covering the Project. Such revised Design Plans will be made by the Secretary or the LPA at the Consultant's expense.
- (d) The Consultant will prepare the Design Plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA and in conformance with the Project's current official schedule as issued by the Secretary. Further, the Consultant agrees to complete all Design Plan development stages no later than the due dates on the Project's current official schedule as issued by the Secretary, exclusive of delays beyond the Consultant's control.
- (e) The Consultant will make the necessary field surveys to determine horizontal and vertical alignment for the proposed Project.
- (f) The Consultant will prepare and furnish one (1) set of plans (white background) of preliminary Design Plans for field check and review to the LPA and the Secretary. These preliminary Design Plans must, at a minimum, contain the plan sheets and information thereon as required in the KDOT Design Manual and contain such other special plan sheets as the Consultant and/or the Secretary deem necessary.

- (g) The Consultant will attend the field check of the Project with representatives of the Secretary and the LPA.
- (h) The Consultant will complete the Design Plans incorporating changes which may have been agreed to during the field check, and include with such Design Plans estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.
- (i) The Consultant will submit one (1) complete set of plans (white background) to the LPA and the Secretary for office check review along with copies of special provisions, supplemental specifications and the updated cost estimate.
- (j) The Consultant will submit one (1) set of final plans and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the LPA and the Secretary.
- (k) Upon request, the Consultant will furnish one (1) copy of all design calculations to the Secretary.
- (l) The Consultant will prepare a right-of-way strip map and furnish the LPA with the original and one (1) print of the strip map. (This item is optional but is included if so noted in Article II, paragraph 4 of the Agreement).
- (m) The Consultant will prepare and furnish to the LPA preliminary plans, plats and descriptions of right-of-way required (this item is optional but is included if so noted in Article II, paragraph 4 of this Agreement) or furnish preliminary design plans to the LPA sufficiently complete for the LPA's use in preparing descriptions for rights-of-way required.
- (n) The Consultant will provide staking of the rights-of-way boundary lines for use by the LPA in rights-of-way acquisition (this item is optional but is included if so noted in Article II, paragraph 4 of this Agreement).
- (o) The Consultant will furnish final and complete Design Plans to the LPA and the Secretary for final review no later than the due date in the Project's current official schedule as issued by the Secretary, exclusive of time required for reviews by the reviewing parties and delays beyond the Consultant's control.
- (p) The Consultant will prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the KDOT Standard Specifications for State Road and Bridge Construction, except for items designed by others.

- (q) The Consultant will review shop drawings and falsework drawings, as may be required for the Project (if indicated in the scope of PE services in Article II, paragraph 4 of this Agreement).
- (r) The Consultant will have available at the Consultant's office all plans being prepared and supporting information for review by the LPA and the Secretary.
- (s) The Consultant will provide all plans, drawings and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings and documents will become the property of the LPA upon their completion in accordance with the terms of this Agreement, without restrictions as to their future use.
- (t) The Consultant will provide traffic control signing on or along any road, street or highway where the Consultant has crews working. The size, shape, color and placement of all signs must comply with the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, as adopted by the Secretary.
- (u) The Consultant, the LPA, and Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.
- (v) An extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable; provided however, such extension of time must be requested by the Consultant in writing, stating the reasons for such delays.

2. Additional Obligations. In addition to the scope of PE services, the Consultant will assume the following obligations:

- (a) The Consultant will furnish two (2) copies of each proper billing to the LPA.
- (b) The Consultant will accept compensation for the performance of PE services described in such amounts and at such intervals as indicated in Article III, paragraphs 4-6.
- (c) In the event the scope of the Project changes to a point where, with the Secretary's concurrence, the Consultant and the LPA mutually agree a supplemental agreement to this Agreement is necessary to provide for authorized extras, all payments for work performed to that date will be due and payable within ninety (90) days after the date of the supplemental agreement, provided, however, a proper billing has been received from the Consultant.



- (d) The Consultant will prepare an estimated schedule, if different from the official KDOT schedule, for performance of PE services (Forward the schedule to the LPA and the Secretary) identified in Article III, paragraph 1, of this Agreement (may be bar chart or other acceptable method) and report to the LPA (and the Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.
  - (e) The Consultant will not, without prior written approval from the Secretary, exceed the upper limit of the PE services fee described and agreed to by the Parties herein. Failure to receive written approval will result in loss of compensation for this work by the Consultant.
  - (f) The Consultant will make all documents and accounting records pertaining to the work covered by this Agreement available at the Consultant's office to representatives of the LPA and the Secretary for audit for a period of three (3) years after the date of final payment.
  - (g) The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.
  - (h) The Consultant will become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
  - (i) The Consultant will be responsible for any and all damages to property or persons arising out of negligent acts, errors or omissions in the Consultant's performance of PE services under this Agreement.
3. Responsibility for Adequacy of Design. The Consultant shall have the sole responsibility for the adequacy and accuracy of the Design Plans. Any review of these items performed by the LPA or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide adequate and accurate Design Plans. Reviews by the Secretary are not done for the benefit of the Consultant, the construction contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans, or any other work performed by the Consultant or the LPA.
4. Use Restricted Documents (23 U.S.C. § 407). This Agreement may result in the Consultant using the reports, surveys, schedules, lists, or data compiled or collected by the Secretary

that are use restricted pursuant to 23 U.S.C. § 407. Such reports, surveys, schedules, lists or data are watermarked "Use Restricted 23 U.S.C. § 407" which provides the Secretary with an evidentiary privilege that may only be asserted by counsel for KDOT as to evidence against KDOT in litigation. The Secretary requires any documents the Consultant receives which are watermarked "Use Restricted 23 U.S.C. § 407" shall only be used for this Agreement. Further, the Consultant must maintain and not remove the 23 U.S.C. § 407 watermark. (See Special Attachment No. 8).

5. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant shall indemnify, hold harmless, and save the LPA, the Secretary, and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and 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 Consultant, its agents, employees or subcontractors resulting from the Consultant's negligent acts, errors, mistakes or omissions in performing the PE services under this Agreement.
6. Certificate of Compliance with K.S.A. § 46-239(c). The Consultant certifies it is in compliance with K.S.A. § 46-239(c) Disclosure Statements by signing the Certificate of Compliance, Special Attachment No. 9, which is attached to and made a part of this Agreement.
7. Certification Regarding Sexual Harassment. The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing Special Attachment No. 10: Policy Regarding Sexual Harassment, which is attached to and made a part of this Agreement.
8. Certification Regarding No Boycott of Israel. If the total value of this Agreement exceeds \$100,000.00, a Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel will be included as Special Attachment No. 13 to this Agreement and made a part thereof.

## ARTICLE VI

### **GENERAL PROVISIONS:**

1. No Assignment without Prior Consent. The PE services to be performed by the Consultant under the terms of this Agreement are personal and the Consultant shall not sublet or assign all or any part of the PE services under this Agreement without the prior written consent of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement. All the applicable terms of this Agreement remain in force and are a condition to any PE services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.

2. Termination by the LPA. The LPA reserves the right with the Secretary's approval to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice will be sent not less than ten (10) days in advance of the termination date stated in the notice.
3. Termination by the Consultant. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
4. Effect of Termination.
  - (a) In the event the Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or PE services rendered before the termination date as Article III provides.
  - (b) In the event the PE services of the Consultant are terminated by the LPA and the Secretary for fault including, but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the PE services performed or rendered and delivered to the Secretary up to the time of termination. The value of the PE services performed, rendered and delivered will be determined by the Secretary in consultation with the LPA. The Consultant may appeal the determination to the Deputy Secretary of Transportation/State Transportation Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*
5. Continuation of Services. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the PE services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in paragraph 4(b) above.
6. Employees of LPA and the Secretary. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Agreement.
7. Audit. The Secretary may require the Consultant and subcontractors to be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8. Overhead Rate Audit. The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at its normal place of business. The overhead rate may be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments may be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.
9. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the LPA, the Consultant and their successors and assigns.
10. 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.
11. Civil Rights Act. The Special Attachment No. 2: Civil Rights Act (Rev. 09.20.17) pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
12. Contractual Provisions Attachment. The provisions found in Special Attachment No. 3: Contractual Provisions Attachment (Form DA-146a), which is attached, are hereby incorporated into and made a part of this Agreement.
13. Buy America Compliance. The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, or other applicable Buy America requirements, 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.
14. Prohibited Use of Certain Technologies. All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) 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.

15. 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.
16. Severability. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

#### ARTICLE VII

**INCORPORATION OF DOCUMENTS:** The correlation, interpretation, and intent of the Agreement Documents, including the Agreement and Special Attachments thereto, shall be as follows:

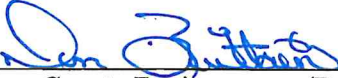
1. Special Attachment No(s). One (1) through Thirteen (13), including DA-146a (Rev. 07.16.19), are attached and made a part of this Agreement.
2. The Agreement, the Notice to Proceed and all supplemental agreements shall be included as the Agreement Documents.
3. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant and the LPA; they may be altered only by supplemental agreement.
4. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Agreement Documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, this Agreement and Notice to Proceed.

**(This space is intentionally left blank)**

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

RECOMMEND FOR APPROVAL:

RENO COUNTY, KANSAS:

  
\_\_\_\_\_  
Reno County Engineer (Date) 10/26/22

\_\_\_\_\_  
Chairperson of Board (Date)  
of County Commissioners

ATTEST:

\_\_\_\_\_  
Commission Member

\_\_\_\_\_  
Reno County Clerk (Date)

\_\_\_\_\_  
Commission Member

ATTEST:

**KIRKHAM MICHAEL & ASSOCIATES,  
INC.**

BY   
Name Susan M. Homeier

  
Name Jon B. Halbgewachs 10/14/2022 (Date)

TITLE Office Coordinator

TITLE Sr. Vice President

Agreement No. 270-22  
Project No. 78 C-5198-01  
Bureau of Local Projects

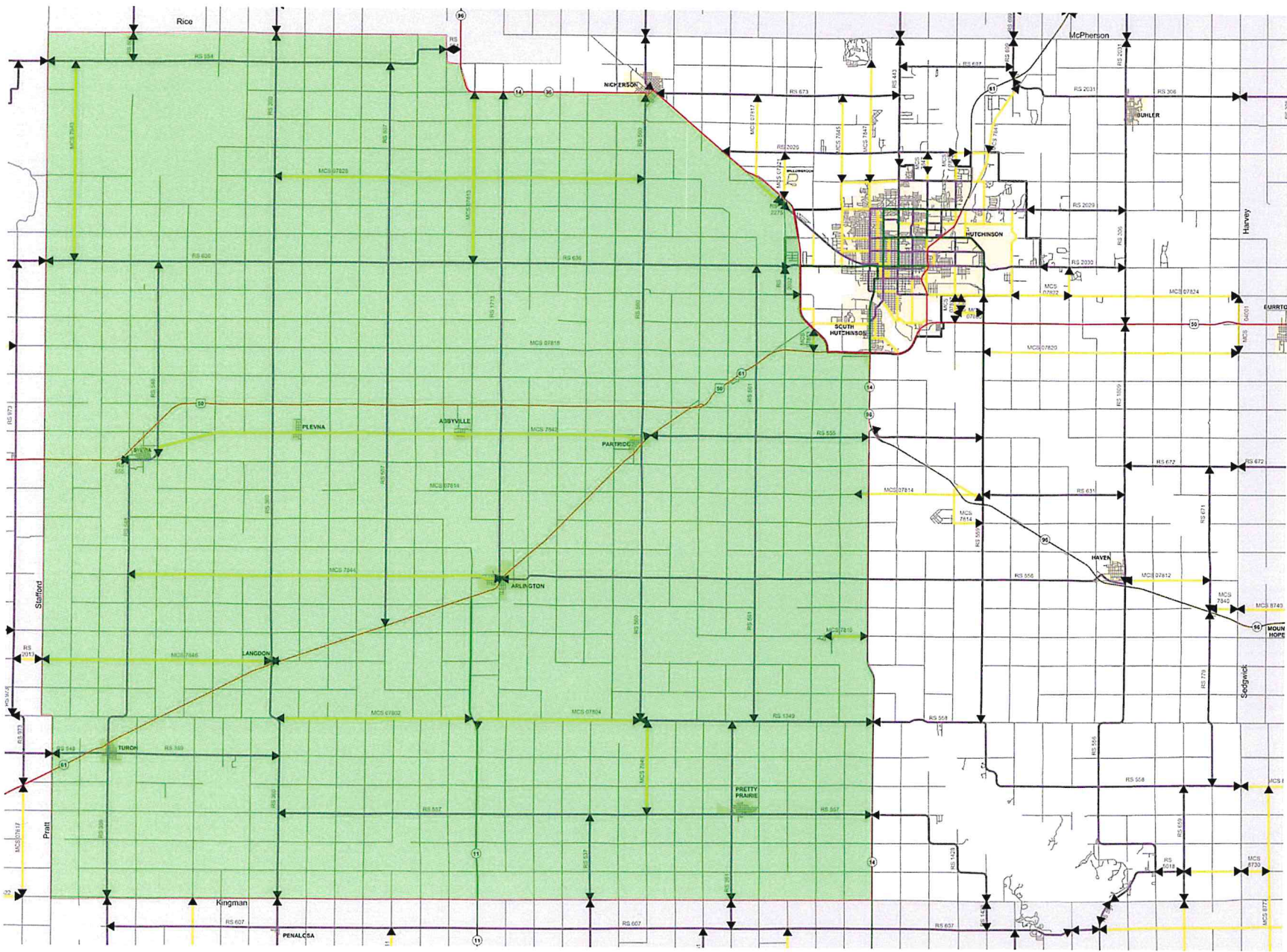
Kansas Department of Transportation  
Secretary of Transportation

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

Approved as to form:





# Reno County

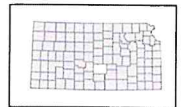


## Major and Minor Collectors west of Hwy 14

### FUNCTIONAL CLASSIFICATION 5 - 10 YEAR FUTURE

- Interstate
- Other Freeway/Expressway
- Other Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local Road
- City Limits
- Urban Boundaries

COUNTY APPROVAL 11-18-14  
F.H.W.A. APPROVAL 12-17-14



Functional Classification  
Map of  
Reno County 78

KANSAS  
PREPARED BY THE  
KANSAS DEPARTMENT OF TRANSPORTATION  
BUREAU OF TRANSPORTATION PLANNING  
IN COOPERATION WITH THE  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION



## AGENDA ITEM

## **AGENDA ITEM #7.G**

**AGENDA DATE:** November 22, 2022

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

**AGENDA TOPIC:**

Agreement between Reno County and JEO Consulting Group for Professional Services. JEO will prepare plans for the Woodie Seat Bridge Deck Repairs over the Arkansas River along with Construction Designer Services over the life of the project. The cost for services is \$69,450.00.

**SUMMARY & BACKGROUND OF TOPIC:**

The Woodie Seat Bridge was selected to be part of the Kansas Department of Transportation Cost Share Program, in conjunction with the City of Hutchinson's portion of the repairs to the Woodie Seat Freeway.

The Bridge was constructed in 1955, in 1977 some repairs had been made to the Bridge. In 2003, additional repairs to steel, steel framing, expansion repair and repainting. In 2017, both expansion joints were replaced and damaged structural steel below the joints was also replaced.

The repairs are scheduled for 2023 with the plan being, patch the deck as needed and place a multi-layer polymer concrete overlay which will preserve the deck for years to come.

**ALL OPTIONS:**

Approve and sign.

Return to staff for revision.

Do not sign Agreement for Design and risk losing State Funding for the Woodie Seat Bridge Repairs.

**RECOMMENDATION / REQUEST:**

Approve and sign as recommended by the Public Works Director.

**POLICY / FISCAL IMPACT:**

Funds are to come from the Special Bridge Fund (006).



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

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

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

Woodie Seat Bridge Deck Repairs over Arkansas River ("Project").

JEO Project Number: 222079.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

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

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The lump sum fee for the Project is: \$69,450.00 (Lump Sum)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner:

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

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

Title: Chairman, Board of Commissioners

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

By: 

Title: Public Works Director

Date Signed: 11-2-2022

Attest:

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

Title: County Clerk (Seal)

Address for giving notices:

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

Engineer:

JEO Consulting Group, Inc.  
727 N Waco Ave, Suite 275  
Wichita, KS 67203

By: 

Title: Project Manager

Date Signed: October 31, 2023

Address for giving notices:

JEO Consulting Group, Inc.  
727 N Waco Ave, Suite 275  
Wichita, KS 67203

EXHIBIT A  
Scope of Services  
Project Name  
JEO Project No. 222079.00

**PROJECT UNDERSTANDING:**

The primary objective of this project is to perform deck repairs on the Woodie Seat Bridge over the Arkansas River. The bridge was constructed in 1955 and the deck condition rating is 5. Both the operating and inventory rating factors for this bridge are above 1, and the deck width appraisal rating is 9, indicating that if this bridge is maintained properly, it will continue to serve its purpose with excellence. According to the bridge file, repairs to the bridge were performed in 1977. In 2003 additional work was performed consisting of steel repair, added steel framing, expansion repair, and repainting. In 2017 both expansion joints were replaced by the County with new sliding plate expansion joints including damaged structural steel below the joints. This 2023 project will patch the deck and provide a multi-layer polymer concrete overlay, preserving this infrastructure for years to come.

**PROJECT APPROACH:**

JEO will prepare plans for the bridge to receive a ¼" machine preparation (mill), partial and full depth deck patching, and a new multi-layer polymer concrete overlay. The plans will provide a signed detour route for this bridge and the connected Woodie Seat Phase 1 project by the City of Hutchinson to the north. The bridge will be closed to thru traffic during construction, and the anticipated signed detour is on the Frank Hart Crossing bridge to the east. JEO will update the bridge post-construction on KDOT's web portal. KDOT has been asking for signed and sealed load ratings for bridge repair projects and that scope is included in this contract. The contract also includes an official NBI bridge inspection post-construction.

**SCOPE OF SERVICES:**

**1 CONCEPT REPORT:**

**1.1 PROJECT MANAGEMENT**

- a. Project/contract management
- b. Project startup meeting
- c. Client coordination meetings
- d. Design site visit
  - i. Because the bridge has an existing polymer concrete overlay, chaining the deck will not produce credible information without first milling off the overlay. For this reason, JEO will do a visual estimate of deck percentage in the field and use this value, with contingency, for a plan estimate.
- e. Utility coordination
- f. Permits (Not Anticipated)

**2 OFFICE CHECK:**

**2.1 BRIDGE PLANS**

**2.2 TRAFFIC CONTROL**

- a. Assumes the project will be tied to City of Hutchinson Phase 1 work from the Arkansas River bridge to the Avenue C bridge. Project will be closed to thru-

traffic with a signed detour.

- 2.3 **SUBMITTAL**
  - a. Engineer's estimate of probable cost
  - b. QA/QC
  - c. Submit plans

**3 FINAL PLANS:**

- 3.1 **BRIDGE MARK-UPS**
- 3.2 **TRAFFIC CONTROL MARK-UPS**
- 3.3 **SUBMITTAL**
  - a. Engineer's estimate of probable cost
  - b. QA/QC
  - c. Prepare bid documents
  - d. Submit plans

**4 CONSTRUCTION DESIGNER SERVICES:**

- 4.1 **ANSWER BIDDING QUESTIONS**
- 4.2 **ATTEND BID LETTING**
- 4.3 **ATTEND PRECONSTRUCTION MEETING**
- 4.4 **PATCH LIMITS OVERSIGHT (1-2 SITE VISITS)**
- 4.5 **PATCHING OVERSIGHT (1-2 SITE VISITS)**
- 4.6 **SHOP DRAWING REVIEW**
- 4.7 **BRIDGE INSPECTION/NBI APPLICATION/LOAD RATING/WEB PORTAL**
  - a. Fill out NBI Application
  - b. Develop and submit AASHTOWare Model
  - c. Load Rate, Seal and Submit to KDOT
  - d. Update KDOT Web Portal

**5 FEE:**

- 5.1 The cost to provide the above-mentioned services will be a lump sum, not to exceed fee of \$69,450.00.
- 5.2 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule. JEO will not perform any out-of-scope services without express written permission from the Owner.

5.3 <b>FEE PER PHASE OR TASK</b>	<b>FEE</b>	<b>% OF TOTAL</b>
a. Fee below is provided by task, including percentages. JEO will not charge the Owner more than the total fee shown thru the phase currently worked on.		
i. Office Check	\$ 36,870.00	53%
ii. Final Plans	\$ 12,200.00	18%
iii. Construction Designer Services	<u>\$ 20,380.00</u>	<u>29%</u>
Total	\$ 69,450.00	100%

**6 PAYMENT:**

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

**7 ESTIMATED FRAME:**

- 7.1 The following is the estimated time frame for this project. All dates are estimated, subject to acceptance day with Reno County.
- a. Obtain Owner supplied data – November 15, 2022
  - b. Office Check – December 15, 2022
  - c. Final Plans – January 7, 2023
  - d. Advertising (by Hutchinson) – February 5, 2023

**8 OWNER RESPONSIBILITY:**

- 8.1 The Owner will provide the following:
- a. Access to all project sites.
  - b. Copy of relevant information in the bridge folder for the existing bridge, including plans and SI&A sheet.
  - c. Construction inspection.
  - d. Permit fees associated with permit applications (not anticipated).

**9 EXCLUSIONS:**

- 9.1 SWPPP administration and inspections.

**10 GENERAL CONDITIONS**

- 10.1 JEO's general conditions are attached as Exhibit B.

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

### GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**  
**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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



## AGENDA ITEM

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

**AGENDA DATE:** November 22, 2022

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

**AGENDA TOPIC:**  
Monthly Department Reports

**SUMMARY & BACKGROUND OF TOPIC:**

Every month, departments have been asked to provide an update on the previous month's major activities. The reports are intended to keep the county commission informed about the appointed and elected departments. Attached are reports for Aging, Appraiser, Automotive, Community Corrections, District Attorney, Emergency Management, and Health Department.

**ALL OPTIONS:**

n/a

**RECOMMENDATION / REQUEST:**

Discussion Only

**POLICY / FISCAL IMPACT:**

n/a



120 W. Avenue B, Hutchinson, KS 67501

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

**Monthly Report for October 2022**  
**Submitted by**  
**Barbara Lilyhorn**  
**Director- Department of Aging and Public Transportation**

**Staff**

Three full time Fixed Route Rcat driver positions remain open. One new driver started work the last week in September. The vacancies created 120 service hours weekly to be covered either by pulling drivers from Paratransit service and reducing the number of trips available and/or Overtime.

**Budget**

The Department of Aging has spent 47% and the Department of Public Transportation has spent 51% of the Department budgets respectively – a composite total of 51% of the entire 002 expenditure budget as of 10/28/2022. Composite revenue is 44%. The Department of Aging Funded Agency allocations will be paid on November 4 which will significantly raise the expenditure total for Department 20.

**Public Transportation Operations**

Earlier this month KDOT released the Transit Asset Management (TAM) Plan, State-sponsored group plan This is an evaluation report of many performance, condition measures and benchmarks. In 2012, MAP-21 mandated FTA to develop a rule establishing a strategic and systematic process of operating, maintaining, and improving public capital assets effectively through their entire life cycle. The Rcat Transfer Station is one of 8 transit facilities in the Kansas inventory.

New and updated regulations require transit agencies reporting to the National Transit Database (NTD) to include condition information on assets reported to the database. To satisfy this new requirement, the condition of each vehicle and facility supporting transit operations must be reported to the NTD. KDOT functions as the reporting entity for the U.S.C. 49-5311 subrecipients which includes Rcat.

Rcat's fleet is inspected annually (as required) by maintenance crew members in the KDOT District 5 shop. The results are filed with KDOT. Those inspections were performed in August.

An independent facility inspection for the RCAT Administrative and Maintenance was conducted on July 18, 2022. Rcat received a TERM Score Summary: 4.0 out of a possible 5. Rcat was the only facility to have remarks. The evaluator noted the following:

“Given its age (approximately 15 years), the facility is in great condition and is exceptionally clean.”

**Aging Operations**

The Department staff and trained RSVP volunteers have been very busy assisting people review/enroll in Medicare Part D plans for 2023. Part D is the prescription drug portion of Medicare. Since October 17, the RSVP volunteers have seen 175 eligible seniors. IT was very helpful in getting the laptops, printer and scheduling program set up.



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

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Re: Monthly report for beginning of November 2022

To: Randy Partington, County Administrator

### **Staffing changes or issues**

The County Appraiser's office is fully staffed.

### **Financial summary**

As of the end of October, the Appraiser will have spent approximately 70% of the year-to-date budget, with the majority of it being payroll. The remaining expenses were primarily regular/seasonal monthly expenses.

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

#### Personal Property

- Staff is working on valuation for tax year 2023.

#### Residential Department

- Staff is reviewing and validating sales as they come in.
- Staff is doing field visits, on-site hearings, and interior inspections as needed.
- Staff has completed the annual 17% review as mandated by statute.
- Data entry for tax year 2023 will continue until valuation begins sometime in November.
- Compliance is sending reports to PVD as requests come in.
- Residential modeling for 2023 valuation has begun.

#### Commercial Department

- Staff is reviewing and validating sales as they come in.
- Staff is doing field visits, on-site hearings, and interior inspections as needed.
- Staff has completed 17% review as mandated by statute.
- Data entry for tax year 2023 will continue until valuation begins.
- The result of the Kohl's BOTA decision for the 2021 valuation is still pending. The county appraiser recommends engaging an independent, fee-simple appraisal for the 2022 and 2023 tax years per KSA 79-503a, 79-1460, and 74-2433(g).



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

### **Budget YTD Summary**

As of October 25<sup>th</sup>, 2022, we are at 77% of our overall budget of \$154,645. The internal services fund (fuel and parts) stands at 60% out of the budget of \$428,000.

### **Projects/Issues**

We are still waiting on the new Maverick for the Health Department. It has been sitting on a rail car in Arizona for almost a month so we are hoping it will arrive shortly. Once this vehicle arrives we will be disposing of some excess vehicles at auction.

The overall fuel cost in September for WEX card users was \$18,586.70.

We have had no other real issues for the department other than routine maintenance and repairs.



# COMMUNITY CORRECTIONS

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

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County Commission Report

October 2022

## Staffing

We have one open position for an Intensive Supervision Officer. Interviews are scheduled for October 26 and 27.

## Projects/Concerns

Community Corrections has had 71 adults assigned by the Reno County Courts during the first quarter. This is very similar to fiscal years 2020 and 2022. Fiscal year 2021 was lower, most likely due to COVID 19 procedures. Our current success rate is 82% with 56 successful completions and 12 people being sent to prison. The number of revocations is down 25% compared to the average of the first quarters of the past three years. The number of successful completions is up 63%.

We've had nine youth assigned this fiscal year. Currently we're supervising thirteen youth in the community and we have ten youth at the juvenile correctional facility in Topeka. Youth who are sentenced to the corrections facility will begin supervision with Community Corrections upon their release.

## Financial

Reno County supported Community Corrections by budgeting \$90,000 to help with personnel costs in 2022. Community Corrections was very frugal in State fiscal year 2022, delaying or eliminating equipment and other purchases. This resulted in the agency using less than \$33,000 of the County allocated money to close out the fiscal year in June.

**DISTRICT ATTORNEY**  
Thomas R. Stanton

**DEPUTY DISTRICT ATTORNEY**  
Andrew R. Davidson

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

**ASSISTANT DISTRICT ATTORNEYS**  
Jennifer L. Harper  
Sierra M. Logan  
Brian Koch  
Jamie L. Karasek

**OFFICE OF THE  
RENO COUNTY  
DISTRICT ATTORNEY**

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

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

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

Investigator Daniel Nowlan  
(620) 694-2765

October 2022 BOCC Update

**Staffing Changes or Issues:** As of September 30, 2022, the Reno County District Attorney's Office employs 19 people; six attorney/prosecutors: one investigator/coroner assistant; one part-time assistant coroner; one office manager; one victim/witness coordinator; one diversion coordinator; and eight office legal staff. We are not currently staffed.

I am currently one attorney short of a full staff. Jenifer Harper, who had been our juvenile attorney, submitted her resignation with an anticipated last date of September 9. She ultimately left my employ on September 2, 2022. We began advertising for the position immediately upon receiving notice of her departure. We have received no applications to fill the position. The remaining attorneys are working diligently to attempt to cover the juvenile, CINC and mental illness dockets.

I was asked during my appearance at the Commission Meeting in October whether the lack of response was the pay scale for attorneys. My response at that time was that we were about in the middle of the salary ranges for other jurisdictions hiring prosecutors as per the KCDA website information board. Since then, I have discovered that we are paying significantly less than several smaller prosecutor's offices. For example, our beginning wage is \$62,535. Harvey County starts their prosecutors at approximately \$70,000. Cowley County is offering \$73,220 as a starting salary. I realize that the Commission raised salaries across the board in 2022, and I am very appreciative of the Commission's efforts. The fact is that I am unlikely to attract any applicants with the current salary structure for my office. This is especially true since the supply of qualified applicants state-wide is extremely low, and few graduating attorneys want to move to western Kansas unless there is a significant financial incentive. This issue will need to be dealt with more aggressively in the near future.

There was one graduation from Drug Court in the month of September 2022.

**Budget Summary:** FY2022 expenditures to date are at 77% of budget.

**Projects-Issues-Challenges-Concerns:** My office awaits the remodel of the fifth floor of the courthouse. I remain in planning mode regarding what projects/programs I may attempt to initiate in fiscal year 2024.

I am in the planning stage for my budget requests for 2024. I am continuing to plan for an expansion of our diversion program according to the provisions of HB 2026, and I hope to include some mental health diversion in that process.

The courts recently change software from what we had been working with for many years to a new program called Odyssey. Unfortunately, there is no prosecutor portal available for my office to access the system. We have the same access as the public. This is especially problematic regarding our juvenile, CINC and mental illness cases because of statutory confidentiality restrictions. Essentially, we cannot access our own cases for those dockets. Additionally, we have limited access to even our adult cases and must rely on the courts to give us information and access to our files. Had we gone paperless prior to this changeover, we would have no access to any of our files. The office of Judicial Administration (OJA), the organization in charge of the Odyssey conundrum, has informed us we will receive a prosecutor's portal on November 7. The viability of such a portal remains to be seen.

We have also purchased a prosecutor software program by Karpel that will be compatible with Odyssey. A portion of the cost was paid through IT which budgeted for the purchase the software. My office also paid \$21,000 as part of the upfront costs for this program. There will be an annual maintenance fee associated with this prosecutor program. Once in place (the scheduled implementation date is now October 2023) this program should assist in our discovery process as well as dissemination of documents from our case files.

We have been in contact with IT on another issue that involves our ability to store and disseminate discovery in our cases. We believe we have come up with a solution to some of the issues we have regarding the time it takes to download audio and video files from law enforcement sources by saving one step and simply placing all those electronic files onto a dedicated server for which only our office and IT have access. This process will have to wait until 2023 because the best solution will cost more than \$3,800.00. Our 2022 budget will not allow that cost to be extended this year because the investment we made in our Karpel prosecutor software require the use of nearly all of our technology line item.



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Thomas R. Stanton  
Reno County District Attorney





Emergency Management

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

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

There are no staffing changes to report.

### **Budget YTD summary**

At the end of October, Emergency Management has used 72% of its year-to-date budget. 220% of the fuel budget has already been used for 2022.

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

#### Activities:

- In October, fire weather and dry conditions have contributed to increased fire concerns through the winter months. With the first freeze earlier this month, we have officially started fire season in Reno County.
- We compiled a survey and sent it to over 500 property owners in the areas that we were targeting for mitigation. Only 38 surveys were returned, and 24 of them stated they would be interested in any mitigation activities.
  - This survey will be open county wide in coming months.
- We have applied for a Community Wildfire Defense Grant. If approved, this grant would contract a firm to write a Community Wildfire Protection Plan. Emergency Management will contribute the matching portion of the grant with staff time.
- Participated in a tactical chemistry for first responders class
- Participated in a full-scale emergency drill at the Hutchinson Correctional Facility
- The burn resolution and permitting process is still on track to be completed and presented to the Commission before the end of the year.
- We are still on track to have the rewrite of the County's Emergency Operations Plan completed and presented to the Commission before the end of the year.
- In the coming months, a resolution will be presented to the Commission to increase the stipend volunteer firefighters receive for each call.

RE: Monthly report ending October 2022

Dear Randy Partington, County Administrator:

***Staffing Vacancies:***

Current vacancies include two part-time Women Infant Children (WIC) Dietitians.

***Program Updates:***

Admin/Finance/Health Information Management (HIM). On October 14<sup>th</sup>, we hosted the South-Central Region (the counties of Edwards, Kiowa, Comanche, Pratt, Butler, Reno, Kingman, Harper, Harvey, Sedgwick, Sumner, Marion, Butler, Cowley, Chase, and Greenwood) Local Health Department Billing Meeting; 20 people attended the meeting. We submitted our application for the \$100,000 IMPACT in Public Health grant with the de Beaumont Foundation.

Clinical – Basic Health Services (BHS), Maternal Child Health (MCH), Family Practice (FP), Older Adult Services (OAS), and Epidemiology. As an epidemiology update, we're seeing an increase in chlamydia and gonorrhea, and there's a potential for a rough flu and RSV season. So far, Kansas is starting to see an increase in Emergency Room visits for both illnesses, and Reno County is starting to see an increase too, but it isn't as large as the state.

COVID-19 Update. As of 10/26/22, the weekly total number of cases in Reno County has started to increase again since mid-October. The most recent week ending on October 22nd had a total of 94 cases, which is equal to about 152 cases per 100,000 people. KDHE anticipates Reno County will continue to have around 60 cases per week through mid-November. The number of COVID-19 cases per day have been variable over the past few days, with the most being 24 cases and the least being 8 cases. On October 22nd, there were a total of 8 new cases. The percentage of emergency department (ED) visits for COVID-19 have started to decrease since this summer. Over the past few months, the percentage of COVID-19 ED visits have decreased from over 7% of all visits and stabilized around 2% to 3% of all visits last week. As of 10/26/22, there were 5 patients hospitalized with COVID-19.

Vaccine Administration. The Health Department is offering the bivalent covid-19 booster vaccines. Flu season is almost upon us, so the Health Department is also administering flu vaccines, which can be given at the same time as a COVID-19 vaccine. Since the beginning of September, throughout the month of October, and early November, we have been going out to schools, businesses, and community fairs to give vaccines and represent Reno County in the community; we have over 65 events scheduled.

WIC – Women, Infant & Children. We have 1042 active clients (have used at least 1 item on food benefits) out of 1243 participating (received benefits). FFY 2022 assigned participation: 989 clients. Breastfeeding Peer Counselors held 2 events with 10 participants.



Health Education – Chronic Disease and Risk Reduction (CDRR), Opioid Overdose to Action (OD2A), Rural Response to the Opioid Epidemic (RROE), Pathways to a Healthy Kansas, and Community Education. CDRR-Staff presented at schools and community groups on prevention, secondhand smoke, and cessation. OD2A-Staff presented to the ODMAP Learning Community on how to use ODMAP in communities for more than just overdose prevention. RROE-Worked with the Reno Recovery Collaborative to issue a Press Release; There have been 27 overdoses that have occurred, including two that resulted in fatalities. Pathways-the leadership team is regrouping and refocusing efforts. CHA/CHIP-Finishing up on focus group meetings. Business Outreach-attended the Annual Chamber Meeting and Leadership training. Also, staff are working with HR and talking about the dollars and cents/sense of substance use disorders and tobacco use in the workplace. We are excited to announce that Seth Dewey was awarded the 2022 Kansas Prevention Community Leader Award.

Environmental Health (EH). Staff worked with Planning & Zoning to review a proposed subdivision, investigated an annual welfare case, worked with IT on geopermit development, and worked repeated inspections at a site with surfacing sewage and food waste debris.

Licensed Child Care (LCC). Staff conducted a monthly orientation class, 9 home annual surveys, 4 home compliance surveys, 1 preschool compliance survey, 4 center complaint surveys, 1 school age program annual survey, 1 home initial survey, 1 preschool initial survey, 1 preschool annual survey, and 2 center annual surveys. Staff sponsored an all-day training event for area providers; 92 providers attended.

Preparedness (PHEP). We had a full-scale active shooter drill. Staff from the Sheriff's Office came in and shot blanks in the building to show employees what actual gunfire inside the health department sounded like. After the event, the Officers answered questions; it was a very well receiving training. Also, staff has been assisting the Seward County Preparedness Coordinator on how to bring preparedness to the community.

Becoming a High(er) Performing Organization. Throughout the month, we had been engaging staff in the creation of communication for our upcoming Strategic Planning session.

Sincerely,

Karla Nichols, Director of Public Health





## **AGENDA ITEM**

## **AGENDA ITEM #8.B**

**AGENDA DATE:** November 22, 2022

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

**AGENDA TOPIC:**  
Financial Report

**SUMMARY & BACKGROUND OF TOPIC:**

Attached is a report to keep the commission informed of the county's financial status.

**ALL OPTIONS:**

Non action agenda item

**RECOMMENDATION / REQUEST:**

Discussion only

**POLICY / FISCAL IMPACT:**

None

## 2022 YTD BUDGET REPORT

As of 10/31/22

	Amended Budget	Amt Received / Expended	% Recd / Used
<b>001 General Fund</b>			
<b>00 Dept</b>			
Revenue			
Interest	333,000.00	838,045.00	252%
Taxes	14,978,099.00	15,111,299.34	101%
Licenses, Permits, and Fees	240,250.00	245,112.05	102%
Reimbursements	818,500.00	747,093.66	91%
Other	0.00	2,644.72	
Transfers In from Other Funds	25,000.00	74,010.00	296%
Cash Balance Forward (Budgeted Resource)	10,649,892.00	0.00	0%
<b>Revenue Total</b>	<b>27,044,741.00</b>	<b>17,018,204.77</b>	<b>63%</b>
Expenses			
Other Expense & Reimbursements	0.00	(2,715.89)	
<b>Expenses Total</b>	<b>0.00</b>	<b>(2,715.89)</b>	
<b>01 County Commission</b>			
Expenses			
Personnel Services	54,000.00	45,691.80	85%
Contractual Services	5,100.00	1,796.52	35%
Commodities	1,000.00	251.22	25%
<b>Expenses Total</b>	<b>60,100.00</b>	<b>47,739.54</b>	<b>79%</b>
<b>02 County Clerk</b>			
Revenue			
Reimbursements	20,000.00	19,852.65	99%
<b>Revenue Total</b>	<b>20,000.00</b>	<b>19,852.65</b>	<b>99%</b>
Expenses			
Personnel Services	274,646.00	230,969.36	84%
Contractual Services	27,710.00	25,342.47	91%
Commodities	4,600.00	1,609.05	35%
<b>Expenses Total</b>	<b>306,956.00</b>	<b>257,920.88</b>	<b>84%</b>

## 2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
<b>03 County Treasurer</b>			
Revenue			
Reimbursements	0.00	295.18	
<b>Revenue Total</b>	<b>0.00</b>	<b>295.18</b>	
Expenses			
Personnel Services	201,897.00	149,222.71	74%
Contractual Services	43,650.00	13,989.34	32%
Commodities	32,150.00	23,908.47	74%
<b>Expenses Total</b>	<b>277,697.00</b>	<b>187,120.52</b>	67%
<b>04 District Attorney</b>			
Revenue			
Licenses, Permits, and Fees	80,000.00	129,519.10	162%
<b>Revenue Total</b>	<b>80,000.00</b>	<b>129,519.10</b>	162%
Expenses			
Personnel Services	1,118,003.00	926,334.22	83%
Contractual Services	123,900.00	63,903.14	52%
Commodities	40,000.00	29,645.46	74%
Capital Improvement & Outlay	26,000.00	23,207.97	89%
<b>Expenses Total</b>	<b>1,307,903.00</b>	<b>1,043,090.79</b>	80%
<b>05 Register of Deeds</b>			
Revenue			
Licenses, Permits, and Fees	375,000.00	409,114.00	109%
<b>Revenue Total</b>	<b>375,000.00</b>	<b>409,114.00</b>	109%
Expenses			
Personnel Services	155,246.00	127,318.40	82%
Contractual Services	9,750.00	6,024.07	62%
Commodities	6,300.00	3,293.93	52%
Capital Improvement & Outlay	0.00	1,655.28	
<b>Expenses Total</b>	<b>171,296.00</b>	<b>138,291.68</b>	81%

## 2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
<b>06 Sheriff</b>			
Revenue			
Licenses, Permits, and Fees	47,612.00	26,250.00	55%
Reimbursements	16,100.00	20,991.83	130%
Grant Revenues	12,000.00	11,494.68	96%
<b>Revenue Total</b>	<b>75,712.00</b>	<b>58,736.51</b>	<b>78%</b>
Expenses			
Personnel Services	3,144,374.00	2,498,475.28	79%
Contractual Services	356,615.00	285,519.43	80%
Commodities	282,175.00	260,087.81	92%
Capital Improvement & Outlay	259,080.00	184,086.40	71%
Other Expense & Reimbursements	2,000.00	826.91	41%
<b>Expenses Total</b>	<b>4,044,244.00</b>	<b>3,228,995.83</b>	<b>80%</b>
<b>07 Administration</b>			
Expenses			
Personnel Services	400,026.00	332,864.99	83%
Contractual Services	130,100.00	89,262.58	69%
Commodities	4,000.00	2,161.63	54%
<b>Expenses Total</b>	<b>534,126.00</b>	<b>424,289.20</b>	<b>79%</b>
<b>08 Unified Courts</b>			
Revenue			
Reimbursements	10,000.00	1,822.18	18%
<b>Revenue Total</b>	<b>10,000.00</b>	<b>1,822.18</b>	<b>18%</b>
Expenses			
Contractual Services	557,640.00	401,479.71	72%
Commodities	55,100.00	33,381.43	61%
<b>Expenses Total</b>	<b>612,740.00</b>	<b>434,861.14</b>	<b>71%</b>

## 2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
<b>09 Courthouse General</b>			
Revenue			
Reimbursements	11,000.00	13,749.63	125%
<b>Revenue Total</b>	<b>11,000.00</b>	<b>13,749.63</b>	125%
Expenses			
Personnel Services	84,781.00	73,643.55	87%
Contractual Services	537,500.00	344,642.80	64%
Commodities	0.00	0.00	
Capital Improvement & Outlay	1,049,054.00	0.00	0%
Other Expense & Reimbursements	15,000.00	2,841.17	19%
Outside Agencies Appropriation	0.00	0.00	
Ambulance Services	0.00	0.00	
Emergency Communications	0.00	0.00	
Economic Development Projects	0.00	0.00	
Transfers Out to Other Funds	0.00	0.00	
Commission Discretionary	0.00	0.00	
Reserve for Cash Carryover & Contingencies	0.00	0.00	
<b>Expenses Total</b>	<b>1,686,335.00</b>	<b>421,127.52</b>	25%
<b>10 County General</b>			
Revenue			
Reimbursements	0.00	1,018.36	
<b>Revenue Total</b>	<b>0.00</b>	<b>1,018.36</b>	
Expenses			
Contractual Services	869,000.00	804,204.04	93%
Commodities	1,000.00	7,157.60	716%
Other Expense & Reimbursements	0.00	(20.69)	
Outside Agencies Appropriation	559,500.00	559,500.00	100%
Ambulance Services	1,702,676.00	927,698.58	54%
Emergency Communications	801,058.00	410,285.53	51%
Economic Development Projects	400,000.00	23,500.00	6%
Transfers Out to Other Funds	1,091,315.00	709,985.62	65%
Commission Discretionary	20,000.00	8,068.07	40%
Reserve for Cash Carryover & Contingencies	5,656,702.00	0.00	0%
<b>Expenses Total</b>	<b>11,101,251.00</b>	<b>3,450,378.75</b>	31%



## 2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
<b>11 Maintenance</b>			
Revenue			
Reimbursements	30,000.00	32,917.68	110%
<b>Revenue Total</b>	<b>30,000.00</b>	<b>32,917.68</b>	<b>110%</b>
Expenses			
Personnel Services	857,620.00	588,748.88	69%
Contractual Services	84,611.00	78,475.71	93%
Commodities	74,661.00	42,719.41	57%
Capital Improvement & Outlay	30,000.00	21,239.00	71%
<b>Expenses Total</b>	<b>1,046,892.00</b>	<b>731,183.00</b>	<b>70%</b>
<b>12 Planning Zoning Utilities</b>			
Expenses			
Personnel Services	85,955.00	69,946.74	81%
Contractual Services	15,700.00	6,652.98	42%
Commodities	700.00	129.26	18%
<b>Expenses Total</b>	<b>102,355.00</b>	<b>76,728.98</b>	<b>75%</b>
<b>13 Emergency Management</b>			
Revenue			
Reimbursements	0.00	1,250.81	
<b>Revenue Total</b>	<b>0.00</b>	<b>1,250.81</b>	
Expenses			
Personnel Services	295,063.00	222,604.32	75%
Contractual Services	39,375.00	23,495.25	60%
Commodities	20,850.00	20,396.77	98%
Other Expense & Reimbursements	0.00	2,665.22	
<b>Expenses Total</b>	<b>355,288.00</b>	<b>269,161.56</b>	<b>76%</b>
<b>14 Jail</b>			
Revenue			
Reimbursements	90,000.00	57,683.49	64%
Other	5,000.00	500.00	10%
<b>Revenue Total</b>	<b>95,000.00</b>	<b>58,183.49</b>	<b>61%</b>
Expenses			
Personnel Services	2,351,311.00	2,077,458.89	88%
Contractual Services	883,846.00	772,065.90	87%
Commodities	204,000.00	167,554.66	82%
Capital Improvement & Outlay	38,600.00	32,390.75	84%
<b>Expenses Total</b>	<b>3,477,757.00</b>	<b>3,049,470.20</b>	<b>88%</b>

## 2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
<b>15 Human Resources</b>			
Expenses			
Personnel Services	184,349.00	154,298.53	84%
Contractual Services	56,050.00	34,662.11	62%
Commodities	18,500.00	3,428.92	19%
<b>Expenses Total</b>	<b>258,899.00</b>	<b>192,389.56</b>	<b>74%</b>
<b>16 Appraiser</b>			
Revenue			
Reimbursements	3,000.00	2,640.00	88%
<b>Revenue Total</b>	<b>3,000.00</b>	<b>2,640.00</b>	<b>88%</b>
Expenses			
Personnel Services	653,473.00	488,846.30	75%
Contractual Services	71,300.00	41,741.96	59%
Commodities	24,000.00	11,426.00	48%
Capital Improvement & Outlay	25,000.00	23,503.00	94%
<b>Expenses Total</b>	<b>773,773.00</b>	<b>565,517.26</b>	<b>73%</b>
<b>17 Election</b>			
Revenue			
Reimbursements	500.00	929.93	186%
<b>Revenue Total</b>	<b>500.00</b>	<b>929.93</b>	<b>186%</b>
Expenses			
Personnel Services	126,043.00	111,808.22	89%
Contractual Services	232,700.00	170,651.60	73%
Commodities	18,800.00	12,213.67	65%
Transfers Out to Other Funds	11,371.00	0.00	0%
<b>Expenses Total</b>	<b>388,914.00</b>	<b>294,673.49</b>	<b>76%</b>
<b>18 Information Technology</b>			
Revenue			
Reimbursements	28,000.00	28,252.85	101%
<b>Revenue Total</b>	<b>28,000.00</b>	<b>28,252.85</b>	<b>101%</b>
Expenses			
Personnel Services	502,866.00	411,503.53	82%
Contractual Services	297,425.00	276,372.56	93%
Commodities	11,000.00	8,263.76	75%
Capital Improvement & Outlay	0.00	512.20	
<b>Expenses Total</b>	<b>811,291.00</b>	<b>696,652.05</b>	<b>86%</b>

## 2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used	
<b>24 Auto Center</b>				
Revenue				
Reimbursements	20,000.00	24,915.74	125%	
<b>Revenue Total</b>	<b>20,000.00</b>	<b>24,915.74</b>	<b>125%</b>	
Expenses				
Personnel Services	164,466.00	135,314.66	82%	
Contractual Services	14,755.00	12,522.79	85%	
Commodities	15,505.00	9,421.25	61%	
<b>Expenses Total</b>	<b>194,726.00</b>	<b>157,258.70</b>	<b>81%</b>	
	REVENUE TOTALS	27,792,953.00	17,801,402.88	64%
	EXPENSE TOTALS	27,512,543.00	15,664,134.76	57%
Fund 001 General Fund	280,410.00	2,137,268.12		
	Beginning Fund Balance:	14,428,910.17		
	Ending Fund Balance:	16,566,178.29		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>002 Dept of Aging</b>				
<b>Revenue</b>				
⊕ Taxes	292,143.00	285,892.07	98%	
Licenses, Permits, and Fees	150.00	0.00	0%	
⊕ Reimbursements	6,050.00	16,327.66	270%	
Other	223,000.00	185,644.50	83%	
⊕ Grant Revenues	1,171,236.00	781,124.89	67%	
⊕ Transfers In from Other Funds	352,000.00	352,000.00	100%	
⊕ Cash Balance Forward (Budgeted Resource)	488,712.00	0.00	0%	
<b>Revenue Total</b>	<b>2,533,291.00</b>	<b>1,620,989.12</b>	<b>64%</b>	
<b>Expenses</b>				
⊕ Personnel Services	1,321,263.00	941,582.12	71%	
⊕ Contractual Services	566,025.00	417,864.78	74%	
⊕ Commodities	287,150.00	134,982.85	47%	
⊕ Capital Improvement & Outlay	263,400.00	749.46	0%	
⊕ Other Expense & Reimbursements	425.00	0.00	0%	
⊕ Reserve for Cash Carryover & Contingencies	87,216.00	0.00	0%	
<b>Expenses Total</b>	<b>2,525,479.00</b>	<b>1,495,179.21</b>	<b>59%</b>	
	REVENUE TOTALS	2,533,291.00	1,620,989.12	64%
	EXPENSE TOTALS	2,525,479.00	1,495,179.21	59%
Fund 002-Dept of Aging Totals	7,812.00	125,809.91		

Beginning Fund Balance: 1,021,247.94

Ending Fund Balance: 1,147,057.85

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>003 Health</b>				
<b>Revenue</b>				
⊕ Taxes	986,204.00	967,462.40	98%	
Licenses, Permits, and Fees	8,000.00	735.27	9%	
⊕ Reimbursements	651,000.00	629,942.72	97%	
Other	0.00	485.00		
⊕ Grant Revenues	1,062,000.00	2,364,818.04	223%	
⊕ Cash Balance Forward (Budgeted Resource)	692,863.00	0.00	0%	
<b>Revenue Total</b>	<b>3,400,067.00</b>	<b>3,963,443.43</b>	<b>117%</b>	
<b>Expenses</b>				
⊕ Personnel Services	2,421,343.00	1,838,135.39	76%	
⊕ Contractual Services	568,100.00	517,705.79	91%	
⊕ Commodities	254,400.00	228,326.70	90%	
⊕ Capital Improvement & Outlay	0.00	0.00		
⊕ Other Expense & Reimbursements	0.00	0.00		
⊕ Reserve for Cash Carryover & Contingencies	130,799.00	0.00	0%	
<b>Expenses Total</b>	<b>3,374,642.00</b>	<b>2,584,167.88</b>	<b>77%</b>	
	REVENUE TOTALS	3,400,067.00	3,963,443.43	117%
	EXPENSE TOTALS	3,374,642.00	2,584,167.88	77%
Fund 003-Health Totals	25,425.00	1,379,275.55		

Beginning Fund Balance: 1,264,033.90

Ending Fund Balance: 2,643,309.45

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>004 Noxious Weed</b>				
<b>Revenue</b>				
⊕ Taxes	117,103.00	113,999.00	97%	
Other	12,000.00	26,622.55	222%	
⊕ Cash Balance Forward (Budgeted Resource)	26,285.00	0.00	0%	
<b>Revenue Total</b>	<b>155,388.00</b>	<b>140,621.55</b>	<b>90%</b>	
<b>Expenses</b>				
⊕ Personnel Services	82,952.00	68,959.88	83%	
⊕ Contractual Services	5,400.00	1,548.42	29%	
⊕ Commodities	51,400.00	47,085.65	92%	
⊕ Other Expense & Reimbursements	0.00	0.00		
⊕ Transfers Out to Other Funds	10,000.00	0.00	0%	
⊕ Reserve for Cash Carryover & Contingencies	2,398.00	0.00	0%	
<b>Expenses Total</b>	<b>152,150.00</b>	<b>117,593.95</b>	<b>77%</b>	
	REVENUE TOTALS	155,388.00	140,621.55	90%
	EXPENSE TOTALS	152,150.00	117,593.95	77%
	<b>Fund 004-Nox Weed Totals</b>	<b>3,238.00</b>	<b>23,027.60</b>	
	Beginning Fund Balance:	28,030.79		
	Ending Fund Balance:	51,058.39		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>006 Special Bridge Fund</b>				
<b>Revenue</b>				
⊕ Taxes	1,231,904.00	1,211,123.18	98%	
⊕ Cash Balance Forward (Budgeted Resource)	2,226,527.00	0.00	0%	
⊕ Prior Year Cancelled Encumbrances (KMAAG)	0.00	4,526.13		
⊕ Grant Revenues	0.00	754,022.35		
<b>Revenue Total</b>	<b>3,458,431.00</b>	<b>1,969,671.66</b>		
<b>Expenses</b>				
⊕ Contractual Services	2,400,000.00	1,813,816.36	76%	
⊕ Commodities	350,000.00	0.00	0%	
⊕ Other Expense & Reimbursements	0.00	(1,067,289.73)		
⊕ Reserve for Cash Carryover & Contingencies	675,000.00	0.00	0%	
<b>Expenses Total</b>	<b>3,425,000.00</b>	<b>746,526.63</b>	<b>22%</b>	
	REVENUE TOTALS	3,458,431.00	1,969,671.66	57%
	EXPENSE TOTALS	3,425,000.00	746,526.63	22%
	<b>Fund 006-Sp Bridge Totals</b>	<b>33,431.00</b>	<b>1,223,145.03</b>	
	Beginning Fund Balance:	3,952,204.32		
	Ending Fund Balance:	5,175,349.35		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>007 Public Works</b>				
<b>Revenue</b>				
⊕ Taxes	4,428,033.00	4,337,523.19	98%	
⊕ Reimbursements	0.00	10,371.70		
Other	1,427,625.00	1,170,779.90	82%	
⊕ Cash Balance Forward (Budgeted Resource)	1,013,461.00	0.00	0%	
<b>Revenue Total</b>	<b>6,869,119.00</b>	<b>5,518,674.79</b>	<b>80%</b>	
<b>Expenses</b>				
⊕ Personnel Services	2,251,809.00	1,740,802.18	77%	
⊕ Contractual Services	311,550.00	175,595.36	56%	
⊕ Commodities	3,339,000.00	2,943,590.38	88%	
⊕ Capital Improvement & Outlay	550,000.00	338,906.76	62%	
⊕ Other Expense & Reimbursements	0.00	0.00		
⊕ Transfers Out to Other Funds	300,000.00	0.00	0%	
⊕ Reserve for Cash Carryover & Contingencies	1,713.00	0.00	0%	
<b>Expenses Total</b>	<b>6,754,072.00</b>	<b>5,198,894.68</b>	<b>77%</b>	
	REVENUE TOTALS	6,869,119.00	5,518,674.79	80%
	EXPENSE TOTALS	6,754,072.00	5,198,894.68	77%
	Fund 007-Public Works	115,047.00	319,780.11	
	Beginning Fund Balance:	1,607,443.99		
	Ending Fund Balance:	1,927,224.10		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>008 Solid Waste</b>				
<b>Revenue</b>				
Licenses, Permits, and Fees	5,090,000.00	5,325,043.89	105%	
⊕ Reimbursements	20,000.00	102,590.27	513%	
Other	5,000.00	17,015.23	340%	
⊕ Cash Balance Forward (Budgeted Resource)	5,957,832.00	0.00	0%	
<b>Revenue Total</b>	<b>11,072,832.00</b>	<b>5,444,649.39</b>	<b>49%</b>	
<b>Expenses</b>				
⊕ Personnel Services	1,623,020.00	1,126,369.57	69%	
⊕ Contractual Services	1,199,450.00	695,999.01	58%	
⊕ Commodities	574,500.00	403,253.35	70%	
⊕ Capital Improvement & Outlay	2,810,000.00	867,147.66	31%	
⊕ Other Expense & Reimbursements	0.00	0.00		
⊕ Transfers Out to Other Funds	651,950.00	251,950.00	39%	
⊕ Reserve for Cash Carryover & Contingencies	4,213,912.00	0.00	0%	
<b>Expenses Total</b>	<b>11,072,832.00</b>	<b>3,344,719.59</b>	<b>30%</b>	
	REVENUE TOTALS	11,072,832.00	5,444,649.39	49%
	EXPENSE TOTALS	11,072,832.00	3,344,719.59	30%
	Fund 008-Solid Waste	0.00	2,099,929.80	
	Beginning Fund Balance:	7,217,794.01		
	Ending Fund Balance:	9,317,723.81		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>009 Youth Shelter</b>				
<b>Revenue</b>				
⊕ Reimbursements	1,302,220.00	1,163,123.75	89%	
⊕ Transfers In from Other Funds	649,315.00	325,000.00	50%	
⊕ Grant Revenues	0.00	27,742.47		
⊕ Cash Balance Forward (Budgeted Resource)	243,490.00	0.00	0%	
<b>Revenue Total</b>	<b>2,195,025.00</b>	<b>1,515,866.22</b>	<b>69%</b>	
<b>Expenses</b>				
⊕ Personnel Services	1,698,666.00	1,366,407.23	80%	
⊕ Contractual Services	107,175.00	65,509.35	61%	
⊕ Commodities	56,300.00	21,486.81	38%	
⊕ Capital Improvement & Outlay	20,000.00	5,696.41	28%	
⊕ Other Expense & Reimbursements	126,082.00	87,388.67	69%	
⊕ Reserve for Cash Carryover & Contingencies	186,802.00	0.00	0%	
<b>Expenses Total</b>	<b>2,195,025.00</b>	<b>1,546,488.47</b>	<b>70%</b>	
	REVENUE TOTALS	2,195,025.00	1,515,866.22	69%
	EXPENSE TOTALS	2,195,025.00	1,546,488.47	70%
	Fund 009-Youth Services	0.00	(30,622.25)	
	Beginning Fund Balance:	875,998.14		
	Ending Fund Balance:	845,375.89		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>013 Solid Waste Reserve</b>				
<b>Revenue</b>				
⊕ Transfers In from Other Funds	400,000.00	0.00	0%	
⊕ Cash Balance Forward (Budgeted Resource)	5,662,037.00	0.00	0%	
<b>Revenue Total</b>	<b>6,062,037.00</b>	<b>0.00</b>	<b>0%</b>	
<b>Expenses</b>				
⊕ Contractual Services	355,000.00	151,137.97	43%	
⊕ Capital Improvement & Outlay	5,707,037.00	0.00	0%	
<b>Expenses Total</b>	<b>6,062,037.00</b>	<b>151,137.97</b>	<b>2%</b>	
	REVENUE TOTALS	6,062,037.00	0.00	0%
	EXPENSE TOTALS	6,062,037.00	151,137.97	2%
	Fund 013-Solid Waste Reserve	0.00	(151,137.97)	
	Beginning Fund Balance:	6,498,694.76		
	Ending Fund Balance:	6,347,556.79		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>015 Employee Benefits</b>				
<b>Revenue</b>				
⊕ Taxes	6,893,260.00	6,769,264.51	98%	
Reimbursements	1,350,000.00	1,051,247.60	78%	
⊕ Cash Balance Forward (Budgeted Resource)	2,986,116.00	0.00	0%	
<b>Revenue Total</b>	<b>11,229,376.00</b>	<b>7,820,512.11</b>	<b>70%</b>	
<b>Expenses</b>				
⊕ Personnel Services	4,086,532.00	3,313,039.58	81%	
⊕ Contractual Services	5,000.00	1,340.00	27%	
⊕ Capital Improvement & Outlay	100,000.00	0.00	0%	
Other Expense & Reimbursements	4,000.00	16,061.03	402%	
⊕ Transfers Out to Other Funds	5,050,904.00	3,228,586.50	64%	
⊕ Reserve for Cash Carryover & Contingencies	1,800,000.00	0.00	0%	
<b>Expenses Total</b>	<b>11,046,436.00</b>	<b>6,559,027.11</b>	<b>59%</b>	
	REVENUE TOTALS	11,229,376.00	7,820,512.11	70%
	EXPENSE TOTALS	11,046,436.00	6,559,027.11	59%
Fund 015-Employee Benefits	182,940.00	1,261,485.00		
	Beginning Fund Balance:	5,042,345.42		
	Ending Fund Balance:	6,303,830.42		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>017 Training &amp; Evaluation Center</b>				
<b>Revenue</b>				
⊕ Taxes	504,651.00	494,959.04	98%	
⊕ Cash Balance Forward (Budgeted Resource)	18,648.00	0.00	0%	
<b>Revenue Total</b>	<b>523,299.00</b>	<b>494,959.04</b>	<b>95%</b>	
<b>Expenses</b>				
⊕ Contractual Services	510,000.00	510,000.00	100%	
<b>Expenses Total</b>	<b>510,000.00</b>	<b>510,000.00</b>	<b>100%</b>	
	REVENUE TOTALS	523,299.00	494,959.04	95%
	EXPENSE TOTALS	510,000.00	510,000.00	100%
Fund 017-Training & Evaluation Center	13,299.00	(15,040.96)		
	Beginning Fund Balance:	28,285.66		
	Ending Fund Balance:	13,244.70		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>018 Mental Health</b>				
<b>Revenue</b>				
⊕ Taxes	448,697.00	439,856.22	98%	
⊕ Cash Balance Forward (Budgeted Resource)	15,148.00	0.00	0%	
<b>Revenue Total</b>	<b>463,845.00</b>	<b>439,856.22</b>	<b>95%</b>	
<b>Expenses</b>				
⊕ Contractual Services	452,025.00	434,025.00	96%	
<b>Expenses Total</b>	<b>452,025.00</b>	<b>434,025.00</b>	<b>96%</b>	
	REVENUE TOTALS	463,845.00	439,856.22	95%
	EXPENSE TOTALS	452,025.00	434,025.00	96%
Fund 018-Mental Health	11,820.00	5,831.22		
	Beginning Fund Balance:	22,327.06		
	Ending Fund Balance:	28,158.28		



Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
<b>029 Special Park &amp; Recreation</b>			
<b>Revenue</b>			
⊕ Taxes	13,165.00	12,760.57	97%
⊕ Cash Balance Forward (Budgeted Resource)	409.00	0.00	0%
<b>Revenue Total</b>	<b>13,574.00</b>	<b>12,760.57</b>	<b>94%</b>
<b>Expenses</b>			
⊕ Contractual Services	13,165.00	13,165.00	100%
⊕ Reserve for Cash Carryover & Contingencies	409.00	0.00	0%
<b>Expenses Total</b>	<b>13,574.00</b>	<b>13,165.00</b>	<b>97%</b>
REVENUE TOTALS	13,574.00	12,760.57	94%
EXPENSE TOTALS	13,574.00	13,165.00	97%
Fund 029 Special Park & Recreation	0.00	(404.43)	
Beginning Fund Balance:		8,291.42	
Ending Fund Balance:		7,886.99	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
<b>030 Special Alcohol &amp; Drug</b>			
<b>Revenue</b>			
⊕ Taxes	13,165.00	14,550.16	111%
⊕ Cash Balance Forward (Budgeted Resource)	17,416.00	0.00	0%
<b>Revenue Total</b>	<b>30,581.00</b>	<b>14,550.16</b>	<b>48%</b>
<b>Expenses</b>			
⊕ Contractual Services	10,000.00	10,000.00	100%
⊕ Reserve for Cash Carryover & Contingencies	20,581.00	0.00	0%
<b>Expenses Total</b>	<b>30,581.00</b>	<b>10,000.00</b>	<b>33%</b>
REVENUE TOTALS	30,581.00	14,550.16	48%
EXPENSE TOTALS	30,581.00	10,000.00	33%
Fund 030 Special Alcohol & Drug	0.00	4,550.16	
Beginning Fund Balance:		27,106.46	
Ending Fund Balance:		31,656.62	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
<b>083 County Bond &amp; Interest</b>			
<b>Revenue</b>			
⊕ Taxes	1,064,489.00	1,041,645.68	98%
Other	54,845.00	54,844.67	100%
⊕ Transfers In from Other Funds	611,825.00	987,841.72	161%
⊕ Cash Balance Forward (Budgeted Resource)	143,618.00	0.00	0%
<b>Revenue Total</b>	<b>1,874,777.00</b>	<b>2,084,332.07</b>	<b>111%</b>
<b>Expenses</b>			
⊕ Contractual Services	1,694,463.00	1,695,362.50	100%
⊕ Reserve for Cash Carryover & Contingencies	150,000.00	0.00	0%
<b>Expenses Total</b>	<b>1,844,463.00</b>	<b>1,695,362.50</b>	<b>92%</b>
REVENUE TOTALS	1,874,777.00	2,084,332.07	111%
EXPENSE TOTALS	1,844,463.00	1,695,362.50	92%
Fund 083 County Bond & Interest	30,314.00	388,969.57	
Beginning Fund Balance:		150,560.06	
Ending Fund Balance:		539,529.63	

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

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
<b>086 Health/Capital Outlay</b>			
<b>Revenue</b>			
⊕ Grant Revenues	220,000.00	6,531.00	3%
⊕ Cash Balance Forward (Budgeted Resource)	350,980.00	0.00	0%
<b>Revenue Total</b>	<b>570,980.00</b>	<b>6,531.00</b>	<b>1%</b>
<b>Expenses</b>			
⊕ Capital Improvement & Outlay	255,000.00	46,667.00	18%
⊕ Reserve for Cash Carryover & Contingencies	315,980.00	0.00	0%
<b>Expenses Total</b>	<b>570,980.00</b>	<b>46,667.00</b>	<b>8%</b>
REVENUE TOTALS	570,980.00	6,531.00	1%
EXPENSE TOTALS	570,980.00	46,667.00	8%
Fund 086 Health Capital Outlay	0.00	(40,136.00)	
Beginning Fund Balance:		433,479.84	
Ending Fund Balance:		393,343.84	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
<b>087 Historical Museum</b>			
<b>Revenue</b>			
⊕ Taxes	184,312.00	180,513.24	98%
⊕ Cash Balance Forward (Budgeted Resource)	5,551.00	0.00	0%
<b>Revenue Total</b>	<b>189,863.00</b>	<b>180,513.24</b>	<b>95%</b>
<b>Expenses</b>			
⊕ Contractual Services	185,000.00	185,000.00	100%
<b>Expenses Total</b>	<b>185,000.00</b>	<b>185,000.00</b>	<b>100%</b>
REVENUE TOTALS	189,863.00	180,513.24	95%
EXPENSE TOTALS	185,000.00	185,000.00	100%
Fund 087 Historical Museum	4,863.00	(4,486.76)	
Beginning Fund Balance:		8,871.93	
Ending Fund Balance:		4,385.17	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>093 Special Equipment Fund</b>				
<b>Revenue</b>				
⊕ Taxes	367,414.00	359,251.45	98%	
⊕ Reimbursements	130,288.00	136,803.03	105%	
⊕ Other	0.00	1,118.27		
⊕ Cash Balance Forward (Budgeted Resource)	45,017.00	0.00	0%	
<b>Revenue Total</b>	<b>542,719.00</b>	<b>497,172.75</b>	<b>92%</b>	
<b>Expenses</b>				
⊕ Capital Improvement & Outlay	432,580.00	214,749.58	50%	
⊕ Reserve for Cash Carryover & Contingencies	100,000.00	0.00	0%	
⊕ Contractual Services	0.00	116,535.70		
⊕ Transfers Out to Other Funds	0.00	0.00		
<b>Expenses Total</b>	<b>532,580.00</b>	<b>331,285.28</b>	<b>62%</b>	
	REVENUE TOTALS	542,719.00	497,172.75	92%
	EXPENSE TOTALS	532,580.00	331,285.28	62%
Fund 093 Special Equipment Fund	10,139.00	165,887.47		
	Beginning Fund Balance:	188,808.27		
	Ending Fund Balance:	354,695.74		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
<b>094 Special Road Fund</b>				
<b>Revenue</b>				
⊕ Taxes	158,594.00	158,106.36	100%	
⊕ Grant Revenues	0.00	0.00		
⊕ Cash Balance Forward (Budgeted Resource)	612,530.00	0.00	0%	
<b>Revenue Total</b>	<b>771,124.00</b>	<b>158,106.36</b>	<b>21%</b>	
<b>Expenses</b>				
⊕ Commodities	0.00	48,542.24		
⊕ Contractual Services	0.00	286,762.32		
⊕ Capital Improvement & Outlay	755,000.00	0.00	0%	
⊕ Reserve for Cash Carryover & Contingencies	13,500.00	0.00	0%	
<b>Expenses Total</b>	<b>768,500.00</b>	<b>335,304.56</b>	<b>44%</b>	
	REVENUE TOTALS	771,124.00	158,106.36	21%
	EXPENSE TOTALS	768,500.00	335,304.56	44%
Fund 094 Special Road Fund	2,624.00	(177,198.20)		
	Beginning Fund Balance:	1,378,894.67		
	Ending Fund Balance:	1,201,696.47		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
<b>098 Capital Improvement Program</b>			
<b>Revenue</b>			
⊕ Taxes	601,331.00	592,076.70	98%
⊕ Reimbursements	0.00	9,691.36	
⊕ Cash Balance Forward (Budgeted Resource)	310,478.00	0.00	0%
<b>Revenue Total</b>	<b>911,809.00</b>	<b>601,768.06</b>	<b>66%</b>
<b>Expenses</b>			
⊕ Capital Improvement & Outlay	436,125.00	95,027.49	22%
⊕ Transfers Out to Other Funds	359,875.00	359,875.00	100%
⊕ Reserve for Cash Carryover & Contingencies	100,000.00	0.00	0%
<b>Expenses Total</b>	<b>896,000.00</b>	<b>454,902.49</b>	<b>51%</b>
REVENUE TOTALS	911,809.00	601,768.06	66%
EXPENSE TOTALS	896,000.00	454,902.49	51%
Fund 098 Capital Improvement Program	15,809.00	146,865.57	
Beginning Fund Balance:		502,097.87	
Ending Fund Balance:		648,963.44	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
<b>180 Internal Services</b>			
<b>Revenue</b>			
⊕ Reimbursements	678,000.00	501,346.39	74%
⊕ Cash Balance Forward (Budgeted Resource)	79,822.00	0.00	0%
<b>Revenue Total</b>	<b>757,822.00</b>	<b>501,346.39</b>	<b>66%</b>
<b>Expenses</b>			
Commodities	678,000.00	487,478.13	72%
⊕ Reserve for Cash Carryover & Contingencies	79,822.00	0.00	0%
<b>Expenses Total</b>	<b>757,822.00</b>	<b>487,478.13</b>	<b>64%</b>
REVENUE TOTALS	757,822.00	501,346.39	66%
EXPENSE TOTALS	757,822.00	487,478.13	64%
Fund 180 Internal Services	0.00	13,868.26	
Beginning Fund Balance:		114,909.27	
Ending Fund Balance:		128,777.53	