



REGULAR SESSION

County Commission

Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

A G E N D A

**Reno County Courthouse Veterans Room
206 W. 1st Ave.
Hutchinson, KS 67501
Wednesday, October 9, 2024, 9:00 AM**

1. **Call to Order**
2. **Pledge of Allegiance to the American Flag and Prayer**
3. **Welcome and Announcements by Commission Chair**
4. **Public Comment on Items not on the Agenda**
Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.
5. **Determine Additions or Revisions to the Agenda**
6. **Consent Agenda**
 - 6.A Vouchers (bills or payments owed by the county or related taxing units)
 - 6.B Request to authorize County Administrator, Randy Partington to sign the title for the 2015 Peterbilt 220 EZ-Liner Paint Truck, VIN#3BPPHM7X7FF590564, that was deemed a total loss by Travelers Insurance
 - 6.C Motor Vehicle Safety Policy
 - 6.D Public Works request to purchase one (1) Brine Maker from Dultmeier Sales Davenport, Inc. in the amount of \$92,834.
 - 6.E Contract for Federal-Aid Construction Engineering (Construction Inspection) by LPA (Local Public Authority) (Reno County) (FORCE ACCOUNT AGREEMENT). The Kansas Department of Transportation will reimburse Reno County up to 80 percent of the actual cost of Construction Inspection, with an estimated upper limit of \$78,218.80.
Bridge Replacement Location being on N. Victory Road, 0.5 miles East and 1 mile South of the City of Buhler, Kansas. Over the Little Arkansas River in Reno County as part of the Off-System Bridge Program.
7. **Business Items**
 - 7.A Resolution for the Authorization of Bonds by the Public Building Commission for County's Shooting Range and Two Fire District Stations
 - 7.B Chamber of Commerce's MakeMyMove Discussion
 - 7.C Request for Additional Employee for the Reno County Tag Department
 - 7.D Resolution #2024-_____ & Planning Case # 2024-11. A request by Andrew Beachy (Applicant: Aaron Beachy) for a conditional use permit to bring an existing

Randy Parks
District 1

Ron Hirst
District 2

Daniel P. Friesen
District 3

John Whitesel
District 4

Don Bogner
District 5

construction company and minor vehicle repair business into compliance with the zoning regulations on land zoned R-1 - Rural Residential District. The property is located on the north side of W. 17th Avenue, approximately 1,500 feet west of the intersection of W.17th Avenue and N. Wilshire Drive. The property address is 3108 W. 17th Avenue.

- 7.E Resolution 2024-_____ & Planning Case #2024-10 - A request by the Reno County Planning Commission for a series of text amendments to the April 2016 Edition of the Reno County Zoning Regulations related to all types of solar energy projects. The text amendments propose to create Article 15-105(58a), 15-109(1)(L), and 15-109(2)(H), and amend Article 15-109(2)(A).
- 7.F Resolution Establishing the Use of Consent Agenda for the County Commission of Reno County Kansas
- 7.G Bids on Tax Credit for Courthouse
- 7.H Proposed contract renewal terms between Reno County Water District No. 8, and IdeaTek Telcom, LLC to be effective December 1, 2024.

8. County Administrator Report

- 8.A Monthly Department Reports

9. County Commission Report/Comments

10. Adjournment



AGENDA ITEM

AGENDA ITEM #6.B

AGENDA DATE: October 9, 2024

PRESENTED BY: Don Brittain, Public Works Director

AGENDA TOPIC:

Request to authorize County Administrator, Randy Partington to sign the title for the 2015 Peterbilt 220 EZ-Liner Paint Truck, VIN#3BPPHM7X7FF590564, that was deemed a total loss by Travelers Insurance

SUMMARY & BACKGROUND OF TOPIC:

As a result of an accident involving the 2015 Peterbilt 220 EZ-Liner Paint Truck VIN#3BPPHM7X7FF590564 on August 14, 2024, the vehicle was deemed a total loss by Travelers Insurance. In order for Travelers to pay the claim, the title will need to be signed and sent to them. We are requesting authorization for County Administrator, Randy Partington to sign the title.

ALL OPTIONS:

1. Approve authorization for the County Administrator, Randy Partington to sign the title for the 2015 Peterbilt 220 EZ-Liner Paint Truck.

RECOMMENDATION / REQUEST:

Approve authorization for the County Administrator, Randy Partington to sign the title for the 2015 Peterbilt 220 EZ-Liner Paint Truck. This vehicle was deemed to be a total loss as a result of an accident dated August 14, 2024.

POLICY / FISCAL IMPACT:

Signing and sending the title to Travelers will allow them to issue the total loss claim payment to Reno County.



AGENDA ITEM

AGENDA ITEM #6.C

AGENDA DATE: October 9, 2024

PRESENTED BY: Helen Foster, HR Director

AGENDA TOPIC:
Motor Vehicle Safety Policy

SUMMARY & BACKGROUND OF TOPIC:

This policy is to replace the current Motor Vehicle Safety Policy that was adopted in 2012 needs to be refreshed to cover all equipment operation. The current policy addresses cell phone usage while driving, driving under the influence, following traffic laws and safety laws, and training requirements. The new policy does not change the guidelines and requirements of the current policy, but does expand on the expectations for safely operating any motor vehicle during the course of business. This policy is expanded to include safe operation in towing and trailers, license validity, and accident reporting requirements.

ALL OPTIONS:


1. Approve the Policy as presented with an effective date of October 9, 2024
2. Make recommendations to the policy for revision.

RECOMMENDATION / REQUEST:

Approve the policy as presented

POLICY / FISCAL IMPACT:

This policy must be revised to cover all motor vehicles and needs to have updates to technology options. This is vital to compliance with the health and safety standards from the Department of Labor.

	SUBJECT: Motor Vehicle Safety	
	RESOLUTION DATE: October 9, 2024	PAGES: 4
Replaces: Motor Vehicle Policy 5/1/2012	DEPARTMENTS PRIMARILY RESPONSIBLE: All County Departments	
APPROVED BY THE BOARD OF COMMISSIONERS OF RENO COUNTY, KANSAS:		
BOARD CHAIRMAN:	Randy Parks	(DATE)
BOARD MEMBER	Daniel Friesen	(DATE)
BOARD MEMBER	Don Bogner	(DATE)
BOARD MEMBER	John Whitesel	(DATE)
BOARD MEMBER	Ron Hirst	(DATE)

Purpose

Reno County recognizes that operating a motor vehicle is a dangerous activity which requires safe driving practices and adherence to a higher safety standard to protect our own employees as well as other motorists.

Scope

This policy applies to all County-owned motor vehicles operated on public roads and includes specialty-use vehicles such as construction and excavation equipment designed to operate primarily off-road but driven on public roads to a job site. It may also apply from time to time to privately owned vehicles being driven for County Business.

Definitions

For the purpose of this policy, a “motor vehicle” is defined as a self-propelled wheeled conveyance such as a car, truck, or machine that does not run on rails.

Employee Responsibility

This policy shall apply to all County employees while operating County owned vehicles, and employees using a non-County owned vehicle for County Business. The portions of this policy regarding wireless communication shall apply regardless of the ownership rights of the wireless communication device.

Guidelines

Reno County employees who operate a county owned or privately owned motor vehicle during their course of employment shall;

1. Always drive defensively and to obey all traffic laws. This includes adherence to all speed limits, traffic signals and signs.
2. Only authorized County employees or volunteers can operate vehicles or equipment owned by the County.
3. Always use safety restraints/belts while operating or riding in any motor vehicle.
4. County-owned vehicles should only have occupants that are employees of Reno County or persons that have a business reason to be riding in a County-owned vehicle. Non-County employees can be occupants of a vehicle if there is a business-related reason for the occupant to be in a county vehicle.
5. Intentional abuse, moving violations, reckless operation or negligent actions while operating any County vehicle may result in suspension of the employee's driving privileges and will be grounds for further disciplinary action.
6. Any use of a county vehicle outside of the scope of work must be approved by the elected official or department head.
7. When transporting any cargo, material, or tools, the driver is responsible for properly securing items to prevent them from shifting or falling from the vehicle or trailer.
8. No person should ride anywhere on a vehicle which is not designed and approved by the vehicle manufacturer for passenger seating.
9. No vehicle should be left unattended without securing the vehicle first. This includes stopping the engine, locking the ignition, removing the key, setting the parking brake (if an option), securing windows in the closed position, and locking all doors. Law enforcement may be required to leave the vehicle running for special situations.

Cell Phones and other Electronics

Except as otherwise provided herein;

Employees may not use cell phones while operating a motor vehicle. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, reading, or responding to e-mails and text messages, or accessing the internet.

The restrictions do not apply to calls made to report an emergency. In all such cases, all cautionary measures should be practiced.

Further, Reno County employees, in connection with the operation of a motor vehicle shall;

1. Turn off, or place on silent or vibrate, any wireless phone or other device before starting the vehicle.
2. Pull over to a safe place and put the vehicle in "Park" if a call must be made or received while on the road or while making adjustments to a Global Positioning System (GPS) or other navigation device.
3. Consider modifying your voice mail greeting to indicate that you may be unavailable to answer calls or return messages while you are driving.
4. If the employee has a hands-free device, it is acceptable to operate the motor vehicle while speaking on the phone. However, the employee is still required to park/pull over safely to dial a phone number if the operator does not have hands free dialing capability.
5. Inform clients, associates, and business partners of this Reno County policy as an explanation of why calls may not be returned immediately.

A Department Director may adopt and enforce additional written restrictions for permissible cell phone use, including hands-free devices, to be followed by employees operating a motor vehicle in the course of employment, if in the Department Director's judgment, such restrictions are necessary given the particularities of department operations. No such additional restrictions shall be inconsistent with the provisions of this policy and shall be subject to the approval of the County Administrator.

Trailers and Towing

1. A driver whose vehicle is towing a trailer, dolly, or other equipment shall assure that the trailer hitch is securely latched, adequate for the load being towed, properly installed on the towing vehicle and that the safety chains are securely latched.
2. The driver shall assure that the trailer or other towed equipment is supplied with the proper lighting including brake lights, turn signals, and running lights and that all lights are operational.
3. Any load that extends more than four feet beyond the rear shall have the end of the load marked with a red flag that shall be at least 12 inches square.
4. All trailer and dump trucks that are carrying loose material such as gravel are required to have the top of the trailer/bed covered with a tarp to prevent material from escaping from the container during transport.

Driving Under the Influence (DUI)

Driving under the influence of alcohol and drugs is against the law. Reno County reserves the right to terminate an employee immediately if he or she is convicted of driving under the influence.

(Refer to Reno County D&A policies)

Operator's License

1. Employees that operate motor vehicles during the scope of their employment shall possess a valid Kansas Driver's License. In the case of commercially rated vehicles, the proper commercial licensing for the vehicle's class and weight must always be valid and in the possession of the driver.
2. Any employee who operates a motor vehicle during the performance of their position, must report any changes in the validity of their license status to their department head immediately. This is to include any suspended or revoked license status.
3. Human Resources will check the validity of all driver's licenses at the time of hire and each year following. If a license is found to be invalid, Human Resources will contact the department head immediately.
4. It is the responsibility of the employee to maintain the proper valid license to meet the requirements of their position.

Training

All County employees that operate a county vehicle are required to complete a Defensive Driving Course at least once every three years in order to refresh defensive driving skills. This may be done by completing a classroom or online program which will be offered by Reno County annually.

Accident Reporting Requirements

Any accident involving a County owned, leased, rented or privately owned vehicle that is being used during the course and scope of County duties shall be reported as follows:

1. Summon medical care for any injured party.
2. Notify the proper law enforcement authorities.

3. Notify the employee's department head or immediate supervisor.

The department head or immediate supervisor shall notify the County Administrator and Human Resources immediately.

The department head or immediate supervisor will be responsible for supplying a written statement from the involved employee(s) in a timely manner and will submit forms necessary for work comp and liability insurance coverage.

Exceptions to This Policy

1. Commissioned Law Enforcement officers are exempt from the Kansas law regarding a ban on texting while driving when acting within the course and scope of the law enforcement officer's employment. Occasionally there is also a business necessity for an officer to place or receive a cell phone call while driving. It shall be limited to business necessity and does not imply permission to conduct personal conversations via cell phone or texting while driving.
2. Two-way radio use by department provided radios. Minimal traffic is to be used and all established department safety procedures within each department must be followed.
3. On such occasions when a motor vehicle operator;
 - a. Receives an emergency, traffic or weather alert message.
 - b. Receives a message related to the operation or navigation of the motor vehicle.
 - c. Is reporting current or ongoing illegal activity to law enforcement, or to prevent imminent injury to a person or property.

Reno County is holding its employees accountable; therefore, violations of this policy will be considered serious and will result in the imposition of discipline up to and including immediate termination.



AGENDA ITEM

AGENDA ITEM #6.D

AGENDA DATE: October 9, 2024

PRESENTED BY: Don Brittain, Public Works Director

AGENDA TOPIC:

Public Works request to purchase one (1) Brine Maker from Dultmeier Sales Davenport, Inc. in the amount of \$92,834.

SUMMARY & BACKGROUND OF TOPIC:

We have in the past, purchased brine from Advantek Cavern Solutions, and they are no longer selling brine. In order to pretreat the roads prior to winter events, we have obtained quotes to purchase a Brine Maker and are requesting approval for the purchase.

ALL OPTIONS:

1. Approve the purchase of the Brine Maker from Dultmeier to pretreat roads.
2. Deny the purchase, and not pretreat the roads prior to winter events due to Advantek Cavern Solutions no longer selling brine.

RECOMMENDATION / REQUEST:

Approve purchase of Dultmeier Brine Maker in order to make brine to pretreat roads prior to snow and ice events. The Dultmeier Brine Maker is not the low bid, however, the low bid, which is from Sno-Biz C & H Outdoor, LLC, does not meet the system requirements needed for our operation.

POLICY / FISCAL IMPACT:

The cost of the Brine Maker is budgeted to be taken out of the Operational Equipment Fund 007-00-8250-000.

QUOTATION



Dultmeier Sales Davenport, Inc.
 P.O. Box 45565
 Omaha, NE 68145-0565 USA
 Phone: (800) 228-9666 or (402) 333-1444
 Fax: (402) 333-5546
 E-mail: dultmeier@dultmeier.com

QUOTATION

Order Number	
2238227	
Order Date	Page
8/28/2024 08:45:42	1 of 2

Quote Expires On 9/27/2024

Bill To:

Reno County Public Works
 600 Scott BLVD
 Hutchinson, KS 67505-0000
 USA

620-727-3884

Ship To:

Reno County Public Works
 600 Scott BLVD
 Hutchinson, KS 67505-0000
 USA

Ordered By: Don Brittain

Customer ID: 331629

Prices may be subject to change, regardless of Quote Expiration dates. We will do our best to hold pricing as long as possible.

PO Number	Ship VIA	Quoted By
Don	UPS Ground	RSCHWANINGER

Quantities				Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size				
1	0	1	EA	DUBPS5000-SS 1.0 Brine Product System/SS Hopper & Frame 1.0 Brine Production System, SS Hopper & Frame	EA 1.0	79,604.0000	79,604.00
1	0	1	EA	RTVT5150 1.0 5150G Poly Vert Tank, Two 3IN Poly Ftgs 1.0 Tank, Vertical, Poly, 5150 Gallon with (2) 3IN 1.0 Poly Fitting and 22IN Lid	EA 1.0	6,751.0000	6,751.00
1	0	1	EA	DUIB020A 1.0 BPS3000-SS Plumb Kit, 150 Ft Hose 1.0 BPS3000-SS Plumbing Kit, Poly Couplers, 1.0 150FT Hose, Repair Parts	EA 1.0	1,641.0000	1,641.00
1	0	1	EA	DUPR3010-E 1.0 2 IN Pacer Pump Unit 3Hp 1Ph 1.7 Sg. 1.0 Centrifugal Pump/Motor Unit, 2IN Poly, Pacer, 3 1.0 Hp, 1 Phase	EA 1.0	1,982.0000	1,982.00
1	0	1	EA	DUEPL3-1 1.0 Elect Panel/230V/3HP/1PH,24V Control 1.0 Panel, Electric With Light, 230 Volt, 3 Hp, 1 1.0 Phase, 24 Volt	EA 1.0	1,621.0000	1,621.00

Sales tax and freight, whether shown or not, will be charged based on point of delivery. Liftgate, notifications and residential billing will be charged based on carriers billing.

QUOTATION



Dultmeier Sales Davenport, Inc.
 P.O. Box 45565
 Omaha, NE 68145-0565 USA
 Phone: (800) 228-9666 or (402) 333-1444
 Fax: (402) 333-5546
 E-mail: dultmeier@dultmeier.com

QUOTATION

Order Number	
2238227	
Order Date	Page
8/28/2024 08:45:42	2 of 2

Quote Expires On 9/27/2024

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

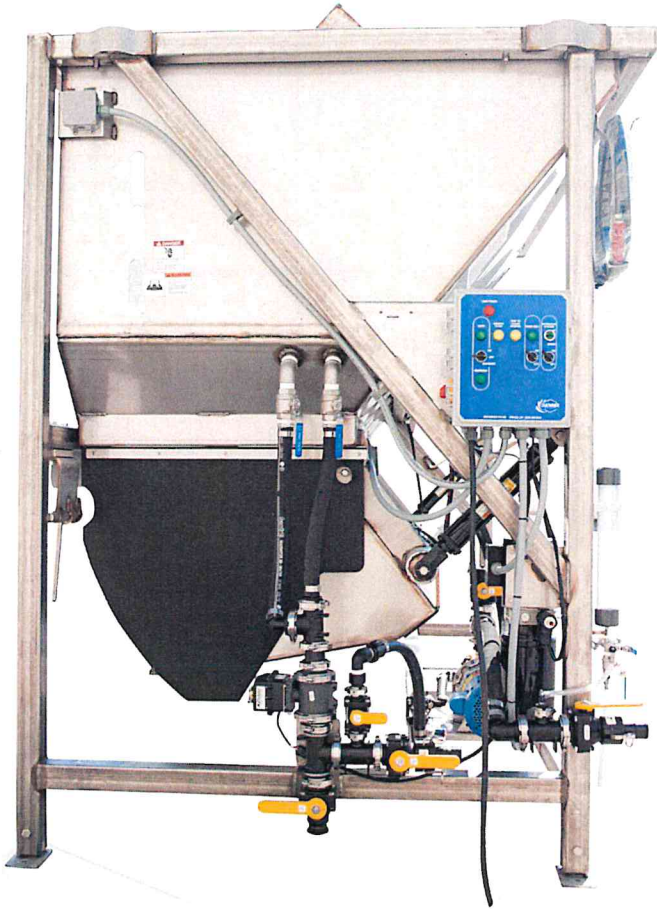
Total Lines: 5

SUB-TOTAL: 91,599.00
TAX: 0.00
FREIGHT : 1,235.00
AMOUNT DUE: **92,834.00**

U.S. Dollars

Sales tax and freight, whether shown or not, will be charged based on point of delivery. Liftgate, notifications and residential billing will be charged based on carriers billing.

COMPREHENSIVE ON-SITE TRAINING OF YOUR CREW IS INCLUDED WITH ALL SYSTEMS



KEY SPECIFICATIONS

Size

Height: 96", Length: 132", Width: 73". Telescoping Legs.

Heavy-Duty Construction

3" X 3/16" 304 Stainless Structural Frame, 10 Gauge 304 Stainless Hopper and Tank.

Salt Hopper Capacity

6-1/4 cubic yards (level).

Brine Pump

Centrifugal stainless, 3 HP, 230 Volt, 1 Phase.

Hydraulic System

1 HP, 208-230 Volt, 1 Phase Pump with stainless reservoir, control valve and pressure relief valve. Fully self-contained system - no hydraulic supply needed.

Electrical Control

230 Volt, 1 Phase, 30A control panel (outdoor rated) with 24 volt transformer and waterproof switches. U.L. Listed.

Detailed Specs Available.

NEW MODEL BPS5000-SS

NEW INTERNAL WEIR PROVIDES DOWNWARD & UPWARD FLOW



The BPS5000-SS includes the same great features as the BPS3000-SS along with an Internal Slotted Weir that provides for simultaneous downward & upward flow when necessary. If the main lower screen starts to clog due to fine salt or debris, brine will flow through the salt bed in both a downwards and upwards fashion. When the brine rises up to the Internal Slotted Weir, it flows thru the slots and vertically downward, through the main lower screen and into the same lower brine tank. It is then pumped to storage as finished brine. Float switches in both the salt hopper and lower brine tank control the process.



ULTRA EASY CLEANOUT BRINE PRODUCTION SYSTEM

BPS3000-SS WITH HYDRAULIC CONTROLLED CLEANOUT

USED BY KDOT, NDOT, OKDOT, IADOT, MODOT & MANY OTHER AGENCIES
OVER 100 WORKING SYSTEMS IN OPERATION



Heavy-duty all stainless steel construction
For durability and long life.

Continuous, fast & accurate brine production
Up to 6,000 gallons per hour, with accurate salinity.

Eliminates wastewater concerns during cleanout
All large debris and fine silica/silts are funneled directly into your loader bucket. Spray cleanup water is very minimal and is also funneled into your loader bucket, not discharged into your parking lots, ditches or floor drains

Very easy for crew members to operate and maintain
No PC computer systems or electronic modules means simple and accurate operation, excellent reliability and zero downtime.

During cleanout operation, the self-contained hydraulic system rotates the lower tank and pivoting trash screen down, funneling all debris directly into your loader bucket.



**ONLY 10-15 MINUTES
AND CLEANOUT IS DONE!**

C & H Outdoor, LLC

Sno-Biz
 PO Box 4605
 Wichita, KS 67204

Quote

Date	Quote #
9/18/2024	1095

Name / Address

Reno County Public Works
 Don Brittain
 600 Scott Blvd
 South Hutchison, KS 67505

Phone # 316-202-2020

Price quoted is payment by Cash,
 Check or ACH. Additional fees
 may apply dependant on credit
 terms.

Rep

DC

Qty	Item	Description	U/M	Cost	Total
1	BrineMaker Adv...	Brine Maker, Advantage-((Includes 1 year cell service)*****IN STOCK***** 100% Automation 4.67cu.yd.SS Hopper Fixed outdoor Installation 100GPM Pro Controls Right Hand output 208/220 Volt 1Phase 6000gl + per hr Remote Access to Monitor Production Salinity Control 23.3% Easy Cleanout		76,000.00	76,000.00
	HENDERSON S...	HENDERSON SOURCEWELL DISCOUNT 10%-052919-HPI		-10.00%	-7,600.00
1	Tank - 5200G	5200 Gallon Brine Storage Tank (100" Diameter x 164" Height) 10YR TANK WARRANTY 1.9GV SIGHT TUBE INCLUDED VALVE/PLUG INCLUDED		8,195.00	8,195.00
	CAMION Sourc...	CAMION -SourceWell Discount (031423-EDP 5%)		-5.00%	-409.75
1	AKP02 Pump Kit	Camion: 5 HP Electric Transfer Pump on Skid Plate w/Hose Kit (5'/25') w/Female Camlocks	ea	4,900.00	4,900.00
	CAMION Sourc...	CAMION -SourceWell Discount (031423-EDP 5%)		-5.00%	-245.00

Sales Tax (0.0%)

TANKS

Total

C & H Outdoor, LLC

Quote

Sno-Biz
PO Box 4605
Wichita, KS 67204

Date	Quote #
9/18/2024	1095

Name / Address

Reno County Public Works Don Brittain 600 Scott Blvd South Hutchison, KS 67505

Phone # 316-202-2020

Price quoted is payment by Cash, Check or ACH. Additional fees may apply dependant on credit terms.
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Rep

DC

Qty	Item	Description	U/M	Cost	Total
		<p>DELIVERY/INSTALL/TRAINING INCLUDED ANY PARTS NEEDED WILL BE AT OWNERS EXPENSE (EXAMPLE -HOSES/FITTINGS/VALVES ETC.)</p> <p>WE ARE AVAILABLE 24/7 FOR YOUR SERVICE NEEDS. WE HAVE PARTS IN STOCK AS WELL AS LARGEST STOCKING DEALER ON BOTH BRANDS SO WE WILL ALWAYS KEEP YOU UP & RUNNING. WE ALSO HAVE A BRINE DEPOT w/90K + GALLONS OF STORAGE THAT WE CAN GET YOU PRODUCT ONE WAY OR ANOTHER IF UNFORESEEN CIRCUMSTANCES ARISE.</p>			

TANKS

Sales Tax (0.0%)	\$0.00
Total	\$80,840.25



BrineXtreme[®] ADVANTAGE[™]

US Patent 13/656,412. Other patents pending.

Professional Grade Salt Brine Starts Here

The BrineXtreme Advantage delivers consistent, reliable brine production with easy maintenance! Connect to power, connect to water, fill the hopper with rock salt, start the system and you're making professional grade salt brine. It really is that simple.

The BrineXtreme Advantage is available with either Pro or Ultimate controls as an easy-to-operate brine making powerhouse that features a 4.67 cu. yd. salt hopper, production rates up to 6,000 or 7,500 GPH, salt concentration

accuracy to 0.01 SG, 100% automation and repeatability, protected mechanicals, splash free brine transfer, intuitive LCD touch screen display, data logging, storage tank level monitoring, UL Listed salinity control and more.

When you need basic professional grade salt brine fast, look no further than BrineXtreme Advantage by Henderson!



TWO CONTROLS SYSTEMS AVAILABLE

PRO CONTROLS

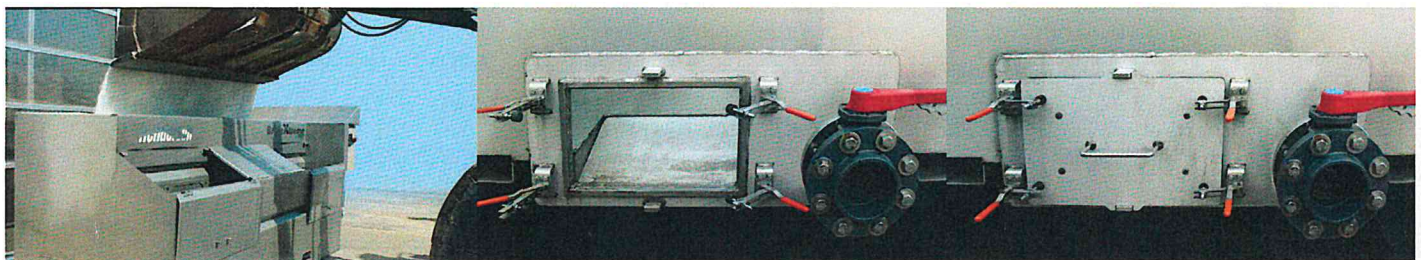
- Up to 6,000 GPH
- Makes basic brine (no additives)
- 6" LCD touch screen
- Add **Truck Fill Station** to blend up to 3 products



ULTIMATE CONTROLS

A complete brine mixing/blending/truck & tank filling system

- Up to 7,500 GPH
- Makes basic brine with up to 3 additives and up to 3 micro ingredients
- Variable fill rates (20-400 GPM)
- Fill up to 3 trucks simultaneously
- 10.4" LCD touch screen



Produce Professional Grade Salt Brine and Clean Out Easily with Large, Unobstructed Openings!

The Dependable Ones[™]

All photos shown with optional equipment.

BRINE MASTER®



CAMION®

● ***SALT-EXACT
SALINITY READER**

Our upgraded refractometer salinity reader gives you hyper-accurate brine salinity readings.

● ***FLOW METER**

A flow meter comes standard so you can easily monitor your flow rate.

● **CENTRAL
CONTROL STATION**

All your valves are in one place to make operating the Brine Master® a breeze.

● ***FULLY-DRAINABLE
HOPPER**

Built for easy maintenance, with a fully-drainable hopper for hassle-free cleaning.

● **PLUG-N-PLAY
ELECTRONICS**

Pre-wired to approved standards. Easy to hook up and make brine.

● **ALL-IN-ONE
COMPLETE UNIT**

A complete unit with all the components. No shopping for further items.



THE ULTIMATE ALL- IN-ONE BRINE MAKER

The Brine Master® includes an integrated mixing tank and plug-and-play electronics to jump-start your in-house brine production with no additional parts. And it's built tough, with a stainless frame and no finicky automated sensors to go down when you need it most.



www.camionsystems.com

*Starred features are only applicable to the Brine Master® 3000.



AGENDA ITEM

AGENDA ITEM #6.E

AGENDA DATE: October 9, 2024

PRESENTED BY: Don Brittain, Public Works Director

AGENDA TOPIC:

Contract for Federal-Aid Construction Engineering (Construction Inspection) by LPA (Local Public Authority) (Reno County) (FORCE ACCOUNT AGREEMENT). The Kansas Department of Transportation will reimburse Reno County up to 80 percent of the actual cost of Construction Inspection, with an estimated upper limit of \$78,218.80.

Bridge Replacement Location being on N. Victory Road, 0.5 miles East and 1 mile South of the City of Buhler, Kansas. Over the Little Arkansas River in Reno County as part of the Off-System Bridge Program.

SUMMARY & BACKGROUND OF TOPIC:

The Secretary (Kansas Department of Transportation) and the LPA (Reno County) previously executed an agreement related to this project dated July 31, 2023. Reno County represents that it currently has sufficient equipment of suitable type and the necessary employees with the education, training, and experience to perform the services this agreement requires in an accurate and timely manner available for the project.

ALL OPTIONS:

1. Approve and Sign
2. Deny and lose funding from the Kansas Department of Transportation

RECOMMENDATION / REQUEST:

Approve and Sign as recommended by the Public Works Director

POLICY / FISCAL IMPACT:

By denying this agreement it will increase the overall cost of this project to Reno County.

**CONTRACT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING BY LPA
(FORCE ACCOUNT AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 78 C-5229-01
FEDERAL PROJECT NO. STP-C522(901)
RENO COUNTY, KANSAS**

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

RECITALS

- A. The Secretary and the LPA previously executed an agreement related to this Project dated August 1, 2023 (Agreement No. 444-23), which is incorporated by this reference as if set out in its entirety herein including, but not limited to, any funding maximums established by the Secretary for the Project in its entirety. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The Federal Government through its Department of Transportation (USDOT) and the Federal Highway Administration (FHWA), pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States.
- C. Pursuant to authority vested in K.S.A. §§ 68-401, *et seq.*, the Secretary authorizes the LPA to perform certain Construction Engineering and technical services for the above noted Project requiring inspection, sampling, and testing of materials and workmanship, as well as other technical services (“Services”).
- D. The LPA represents that it currently has sufficient equipment of suitable type and the necessary employees with the education, training, and experience necessary to perform the Services this Agreement requires in an accurate and timely manner available for the Project. The LPA’s individual employees are licensed by the Kansas Board of Technical Professions as required by Kansas law. The LPA represents that all personnel utilized in performance of Services have appropriate training, qualifications, and certifications to perform Services. The LPA further represents the use of the forces and equipment required for the performance of the Services will not interfere with other work which is necessary to be performed by such forces and equipment on other roads in the LPA.
- E. The Secretary agrees the LPA shall perform Construction Engineering Services for this Project under the terms set forth in this Agreement and its associated attachments and exhibits, whether attached or incorporated by reference.

ARTICLE I

DEFINITIONS:

- A. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- B. **“Construction Contract”** means a written agreement between the LPA and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA’s roadway system for the Project for which the LPA is providing Services. The Construction Contract includes the following Contract Documents, all of which constitute one instrument and are incorporated by reference into this Agreement: proposal, Exploratory Work Documents, addenda, amendments, contract form, contract bond, Standard Specifications, Special Provisions, Project Special Provisions, general plans, detailed plans, drawings, the notice to proceed, material test methods, material test reports, material certifications, Part V of the KDOT Construction Manual, change orders, payment vouchers, guarantees, warranties, and other agreements, if any, that become required for construction and completion of a Project.
- C. **“Construction Engineering” or “CE” or “Construction Engineering Inspection Services” or “Services”** means the services necessary to inspect and monitor the construction of the Project as detailed herein this Agreement and in the **Specific Construction Provisions Attachment**.
- D. **“Construction Project”** means the specified location where a Contractor shall perform construction together with all improvements the Contractor shall be constructing under a Construction Contract.
- E. **“Contract Documents” or “Documents”** mean the written, printed papers, and electronic/digital files, including but not limited to, the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans.
- F. **“Contractor”** means the individual, partnership, corporation, joint venture, or other legal entity undertaking the performance of work designated under the terms of the Construction Contract.
- G. **“Exploratory Work Documents”** mean documents developed by KDOT, local governments, or consultants to determine a Project’s subsurface conditions, engineering requirements, or both. These may include geotechnical foundation investigation reports; soils reports; geology reports; hydraulic investigations; hydrological investigations; bridge reports; earth work computations; boring logs; surveys; rock investigations; soils investigations; environmental investigations; building investigations; bridge investigations; and other geological, geotechnical, or design information for a Project.
- H. **“KDOT”** means the Kansas Department of Transportation, the Secretary of Transportation, and its authorized representatives and employees.

I. **“KDOT Area Engineer”** or **“Area Engineer”**, for administrative control of this Agreement, means the KDOT Area Engineer, the KDOT Field Engineering Administrator, or Construction Manager, or other designee of the KDOT District Engineer.

J. **“KDOT District Engineer”** means the KDOT District Engineer or designee who will perform KDOT’s administrative functions for the Project.

K. **“Local Public Authority”** or **“LPA”** means Reno County, Kansas, and its authorized employees with its place of business located at 600 Scott Boulevard, South Hutchinson, KS 67505.

L. **“Manuals”** means the current version of the KDOT Documentation Manual, Construction Manual, Form Manual, CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary and all other current relevant documents adopted by KDOT.

M. **“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 FHWA, reasonably determines are not Participating Costs.

N. **“Notice to Proceed”** means a written notice from KDOT authorizing the LPA to begin performance of Services.

O. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and/or road construction projects, as reasonably determined by the Secretary.

P. **“Plans”** mean, unless noted as “preliminary,” the plan profiles, typical cross sections, and other detail sheets showing the location, character, dimensions, and details of a Contractor’s work on a Project.

Q. **“Project”** means KDOT Project No. 78 C-5229-01 consisting of the replacement of Bridge No. 000780775005600 (0.1 miles) located on North Victory Road, 0.5 mile east and 2.0 miles south of Buhler, Kansas, over the Little Arkansas River in Reno County, Kansas, which will be completed under a Construction Contract, and for which the LPA will perform Construction Engineering Services.

R. **“Project Special Provisions”** means the Documents that modify the Standard Specifications for a particular Project.

S. **“Reports”** mean the formal documents that detail or summarize information analyzed, generated, or gathered for the Project or for a Construction Contract. Any document or information which is or should be produced by the exercise or practice of a technical profession, as defined in K.S.A. § 74-7001, *et seq.*, is considered a Report. Any record of inspection, sampling, or testing of materials or workmanship is a Report.

T. “**Special Provisions**” mean Documents that modify the Standard Specifications, such as details not covered by KDOT’s Standard Specifications, special fabrication, or construction features.

U. “**Standard Specifications**” means the current English edition of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction.

ARTICLE II

SECRETARY’S GENERAL RESPONSIBILITIES:

A. For the Services which the LPA performs under this Agreement, the Secretary will do the following:

1. Issue a written Notice to Proceed to LPA. The Secretary assumes no obligation to pay for Services the LPA performs prior to KDOT’s issuance of a Notice to Proceed for such Services.
2. Furnish or make available to the LPA a sufficient supply of blank field diaries, logs, recordkeeping books, reporting forms, and other documents KDOT requires the LPA to utilize in the performance of Services.
3. Furnish or make available all Manuals requested by the LPA, if unavailable online.
4. Assign such KDOT personnel to the Project as the Secretary determines are needed.
5. Perform, or provide KDOT-furnished laboratory for, testing of materials when a laboratory is required.
6. Pay the LPA according to Article V.

B. The Secretary has the authority to review, approve, reject, eliminate, or modify some or all of the Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary’s representatives are not undertaking the LPA’s responsibility for its Services. Any review undertaken by the Secretary is done for the Secretary’s purposes and not for the benefit of the LPA, the Contractor, or the traveling public. The Secretary and the Secretary’s representatives make no representations, or express or implied warranties to any persons or entities regarding the Services.

ARTICLE III

LPA'S GENERAL RESPONSIBILITIES:

A. For all Services performed under this Agreement, the LPA shall be responsible for the following obligations:

1. Furnish all labor materials, equipment, supplies, transportation, and incidentals necessary to perform the Services necessary and incidental to the accomplishment of the Project to the satisfaction of the Secretary, and as more detailed in the **Specific Construction Provisions Attachment**. The LPA represents that it is adequately staffed, properly qualified, and suitably equipped to perform the Services in a timely manner. The LPA shall perform all Services: (a) in conformance with the terms of this Agreement; (b) in compliance with applicable laws, rules, and regulations; and (c) with the degree of care, skill, and diligence ordinarily exercised by professional engineering firms performing services of a similar nature.

2. Follow Quality Assurance Procedures in checking or testing equipment the LPA will use to perform its Services. The LPA shall conduct this checking or testing before use of the equipment on the Project.

3. Documentation and Deliverables.

a. Reports and other technical data collected, recorded, or prepared by the LPA shall be maintained in form and substance, as well as in formats (electronic or otherwise), approved by KDOT.

b. LPA personnel shall perform Services and maintain Reports, records, and other Documents in an accurate and timely fashion. LPA personnel shall record, submit, and process such Reports, records, and Documents on a current basis.

c. LPA personnel shall neither allow nor accept any inspection, sampling, or testing of materials from any individual without first confirming such individual is currently qualified by KDOT to perform such inspection, sampling, or testing. No inspection, sampling, or testing will be attributed to any individual unless such individual actually performed such inspection, sampling, or testing. No test results shall be accepted unless the test results are submitted in writing with the name of the technician and the technician ID number along with the expiration date of the technician's certification.

B. The LPA shall perform its inspection Services in conformity with all the terms, conditions, plans and specifications of the applicable Construction Contract.

C. The LPA shall have sole responsibility for the adequacy and accuracy of Reports, technical data, and all other Services. The Secretary's performance under this Agreement is not intended to fulfill the LPA's obligations under this Agreement.

ARTICLE IV

A. CONTRACT ADMINISTRATION AND AUTHORITY

1. The KDOT Area Engineer will designate a KDOT representative to monitor, oversee, and coordinate the LPA's Services. The LPA shall communicate and coordinate its Services with the KDOT representative. KDOT's monitoring, oversight, and coordination of the LPA's Services is not an undertaking of the LPA's duty to provide adequate and accurate Services but rather to fulfill the Secretary's obligations.
2. The LPA will provide progress reports to the KDOT representative.
3. The KDOT representative will make decisions regarding changes in the work, unacceptable work, unauthorized work, defective work, and the LPA's compliance with all federal, state, and local laws, regulations, and ordinances.
4. The KDOT District Engineer or KDOT Area Engineer may order the LPA to remove from the Project any personnel of the LPA who are unable to perform Services in a competent or timely manner.
5. LPA personnel shall communicate and coordinate the Services with the KDOT representative. Consultant personnel shall transmit all Reports, documentation, and paperwork to the KDOT representative.
6. If the LPA furnishes all inspection, sampling, and testing for a Project, the LPA shall furnish and designate a Project Manager or Project Engineer as well as other inspection personnel or technicians to inspect, sample, and test materials and workmanship under the Construction Contract. The Project Manager/Project Engineer shall not act as the Contractor's superintendent or foreman. The Project Manager/Project Engineer shall not issue the instructions contrary to the Construction Contract. For such Project, the Project Manager/Project Engineer shall:
 - a. Supervise all LPA personnel and Services and shall act as a liaison among the Contractor, the LPA, and KDOT.
 - b. Have the responsibility and authority to reject unacceptable work, including unacceptable materials, until the KDOT representative resolves any questions or disputes.
 - c. Have the responsibility and authority to suspend all or part of the Contractor's work on a Project because of unsafe site conditions or unsafe work practices.
 - d. Provide guidance in interpreting Contract Documents and refer issues of interpretation to the KDOT representative.

e. The Project Manager/Project Engineer shall not alter or waive Construction Contract provisions. If a controversy arises, the Project Manager shall notify the KDOT representative without delay.

f. The Project Manager/Project Engineer shall transmit to the Contractor the orders and instructions of the KDOT representative. If the Project Manager/Project Engineer is unavailable and the matter needs prompt attention, the KDOT representative will transmit to the Contractor such orders or instructions and then notify the Project Manager/Project Engineer of the situation.

B. THIRD PARTIES

1. If the Project work requires contact or coordination with third parties, then KDOT will contact and, if necessary, coordinate activities with third parties, such as affected local, state, and federal agencies, the general public, utilities, railroad companies, private consultants, businesses, and contractors.

2. The LPA shall cooperate fully with KDOT, the LPA, local agencies, state agencies, federal agencies, including the FHWA, the general public, utilities, railroad companies, private consultants, businesses, and contractors. The LPA recognizes that its actions or inactions may adversely impact or affect KDOT as well as other third parties, including but not limited to other consultants in plan development, any Contractor on the Construction Project, public utilities, private utilities, public landowners, private landowners, or others. The LPA shall do, or require to be done, all things reasonably necessary to: (a) avoid or mitigate unavoidable delays, costs, losses or damages which may arise out of, be caused by or attributed to the LPA's actions or inactions in performance of Services under this Agreement and (b) effectively coordinate with KDOT and third parties so as to enable KDOT to implement the Project in a timely and cost-effective manner.

C. CONSTRUCTION CONTRACT PERFORMANCE

1. At the Secretary's request, the LPA shall attend conferences or meetings that occur during performance of a Construction Contract, including but not limited to, pre-construction conferences held with potential bidders and other third parties interested in or involved in the Project. The Secretary may hold such conferences/meetings to discuss the LPA's Services, the Contractor's operations, third parties' concerns, or other relevant Project or Construction Contract issues. KDOT may hold a close-out conference with the LPA to evaluate the LPA's performance.

2. The LPA shall require its personnel that are KDOT-certified inspectors and technicians to be present on the Project any time the Contractor performs work requiring inspection, sampling, or testing under the Construction Contract.

D. TERM AND TERMINATION OF AGREEMENT

1. Unless terminated sooner under Article IV.D.2. or IV.D.3., the term of this Agreement will commence upon the Effective Date described in Article VI.H.1 and expire upon notice of written release from the Secretary.
2. The Secretary may terminate this Agreement, in whole or in part, upon ten (10) days advance written notice delivered to the LPA.
 - a. If the Secretary terminates this Agreement in whole or in part, for the Secretary's own convenience, then the Secretary will pay the LPA the LPA's costs incurred before the termination date as Article V provides.
 - b. If the Secretary terminates this Agreement, in whole or in part, because of the LPA's failure to comply with its contract obligations or because of the LPA's negligent acts, errors, or omissions, then the Secretary will pay the LPA the reasonable value of Services performed before the termination date.
3. The LPA may terminate this Agreement upon ten (10) days advance written notice to the Secretary and delivered to KDOT's Bureau of Local Projects.
4. The Secretary or the LPA may or may not claim the other Party breached the contract when exercising their right to terminate this Agreement. Termination, in any case, does not prevent the Secretary from recovering damages for the LPA's failure to comply with its obligations under this Agreement or for the LPA's negligent acts, errors, or omissions (See Article VI.F.) or prevent the LPA from seeking payment for additional Services under Article V.B.
5. Regardless of which Party terminates this Agreement, the Secretary may require the LPA to complete some of the remaining Services. The LPA's obligations to perform shall not end until such Services are completed.

ARTICLE V

A. BASIS OF PAYMENT

1. Subject to the upper limit of compensation, disallowed costs (Article V.A.6.) applicable to the Project, and sums withheld for liquidated damages (Article V.A.11.), the Secretary will pay the LPA one hundred percent (100 %) of the supported actual costs for the performed Services not to exceed the upper limit of compensation of seventy-eight thousand two hundred eighteen dollars and eighty cents (\$78,218.80). Additionally, the Secretary will pay the LPA its other direct costs expended on the Project, such as contract labor, approved subcontractor/subconsultant costs as necessary, equipment costs, transportation costs, lodging costs, and meal expenses.

2. Subject to the upper limit of compensation, the Secretary will pay for additional Services according to Article V.B. The Secretary will not pay the LPA for any costs the LPA incurred because of the LPA's negligent acts, errors, or omissions or because of the LPA's failure to comply with its obligations under this Agreement.

3. Initially, the Parties shall identify the upper limit of compensation on the **Special Construction Provisions Attachment**. The Parties may thereafter adjust the upper limit of compensation through a revised **Special Construction Provisions Attachment**, CMS Change Order, or Supplemental Agreement. The LPA shall notify the KDOT District Engineer before the LPA's Services exceed the upper limit of compensation so the Parties may consider an adjustment. The Secretary has no obligation to pay costs that exceed the upper limit of compensation unless and until any adjustment thereof is agreed in writing between the Parties.

4. To initiate payment for Services, the LPA shall submit to the KDOT District Engineer an itemized billing in the form approved by the KDOT District Engineer. The LPA shall not submit a billing more frequently than once a month or for less than five hundred dollars (\$500.00) during the progress of the work, for partial payment on account for the approved work completed by the LPA to date. In cases where the LPA submits billings which include costs incurred by a subconsultant, the same requirements of subparagraphs (a) – (b) below will apply. For each billing cycle the LPA shall:

a. Submit payroll documentation identifying all tasks and employees that worked on such tasks for the Project during that billing period, all hours each of these employees worked, the rate of pay for each of these employees, and all monies paid to each of these employees; and

b. Itemize the direct expenses and provide adequate supporting documentation, therefore.

5. The Secretary will pay for the Services within thirty (30) days after receiving, reviewing, and generally approving the LPA's itemized billing and accompanying documentation. This approval does not prevent the Secretary from adjusting a previous payment(s) for disallowed costs (Article V.A.6.) discovered after the Secretary has made that payment.

6. The LPA shall incur and invoice its costs in conformity with generally accepted accounting principles and the cost principles established in the Federal-Aid Policy Guide and the Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*). The Secretary will not pay for disallowed costs. Disallowed costs include costs the Secretary determines are unreasonable, not actually incurred, caused by the LPA's failure to comply with its obligations under this Agreement, caused by the LPA's negligent acts, errors, or omissions, or otherwise unallowable. The LPA shall reimburse the Secretary if the Secretary previously paid any disallowed costs.

7. For Services performed, accumulated partial payments shall not exceed ninety-five percent (95%) of the federal-aid share of the upper limit of compensation.

8. The LPA shall submit its final invoice (clearly marked and designated as “final”) for final payment following completion of Services, but no later than one hundred eighty (180) days from completion of such Services. The LPA shall clearly designate and label such invoice as “final” so as to enable KDOT to proceed to close out the Project in accordance with its own internal procedures.

9. All local governmental units, state agencies, or instrumentalities, non-profit organizations, institutions of higher education, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the LPA agrees to the following provisions:

a. Audit. It is the policy of the Secretary to make any final payments to the LPA for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.*, require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

b. Audit Report. The Secretary may pay any final amount due for the authorized work performed based upon the LPA’s most recent Single or Program Specific Audit Report “(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 or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the 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 not eligible for reimbursement by audit.

c. Agency Audit. If the LPA is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds

by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

10. The LPA has registered and shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

11. Upon receiving the final invoice and verifying the LPA completed its Services, the Secretary will pay the LPA the next-to final payment for that portion of the eligible remaining five percent (5%) of the upper limit (up to the maximum of the federal-aid share and as allowed by provision of state law), withholding the retainage specified in Article V.A.12. The LPA will not have completed its Services until the LPA has completed and returned all records, Reports, and other such documents this Agreement requires. If the LPA fails to complete and return all such documents to the KDOT District Engineer, then the LPA shall owe the Secretary liquidated damages of five hundred dollars (\$500.00) which shall be withheld from final payment.

12. Once the LPA has earned ninety-five percent (95%) of the federal-aid share of the upper limit of compensation, the Secretary will withhold as retainage one percent (1%) of the upper limit or five hundred dollars (\$500.00), whichever is greater. If partial payments never reach ninety-five percent (95%) of the federal-aid share of the upper limit, the LPA may request payment one hundred percent (100%) of the federal-aid share minus a retainage equal to one percent (1%) of the upper limit or five hundred dollars (\$500.00), whichever is greater. The Secretary will hold the retainage until the Secretary or the Secretary's authorized representative has performed a final audit of the LPA's Services. The Secretary will make final payment, if any, within ninety (90) days after KDOT completes the final audit. If the LPA owes the Secretary no money after audit, the final payment will equal the retainage. However, if the final audit reveals the LPA owes the Secretary money, the Secretary will apply the retainage to the amount owed before paying the LPA any remaining funds. The amount owed to the Secretary may include liquidated damages under Article VI.A.11, overpayments, or other sums. If the retainage is insufficient to pay the amount owed, then the Secretary will issue a notice of deficiency, demanding that the LPA pay the balance owed. The LPA then shall pay the balance owed promptly after receiving notice of the deficiency. The Secretary will consider no claim for additional compensation submitted after KDOT has completed the final audit.

B. CHANGE IN SERVICES

1. The KDOT Area Engineer may change the LPA's Services by increasing, decreasing, or otherwise modifying the Services this Agreement requires.

2. The LPA may request payment for increased or modified Services as "extra Services" by written request to the KDOT Area Engineer. No additional payment will be made to the extent "extra services" were caused by the LPA's breach of its contract obligations or the LPA's negligent acts, errors, or omissions. If the Secretary determines the "extra Services" are reasonable and/or necessary, then the Secretary may authorize

payment for these “extra Services” and increase the upper limit of compensation if necessary to compensate for the “extra Services.” Such increases may include adding structures, increasing the Construction Contract scope, increasing Project termini, or changing the duration of Services, among others.

3. If the KDOT Area Engineer decreases the Services or decreases the expected duration of Services, then the LPA shall have no claim for additional compensation. Such decreases may include eliminating structures, decreasing the Construction Project scope, decreasing Construction Project termini, or changing the duration of Services, among others.

4. For changes in Services, the LPA will submit in writing its opinion and justification for extra Services and the estimated amount of additional compensation and submit to the KDOT representative.

5. If the KDOT Area Engineer denies additional compensation for “extra services”, in whole or in part, the LPA may appeal this denial 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.*

ARTICLE VI

A. OWNERSHIP OF DOCUMENTS

1. Upon completion or termination of Services, the LPA shall furnish to the KDOT Area Engineer all Documents KDOT provided to the LPA for such Services.

2. Upon completion or termination of Services, the LPA shall furnish to the KDOT Area Engineer all original Documents and Reports the LPA compiled and prepared in performing such Services.

3. Any Documents, procedures, specifications, engineering calculations, information, Reports, or any other work products developed by the LPA as deliverables to KDOT as part of the Services performed and paid for under this Agreement shall become the property of KDOT, but the LPA shall have the right to retain copies thereof for its own internal recordkeeping and for the purposes of performing Services for a Project.

4. Upon completion or termination of Services and at the Secretary’s request, the LPA shall furnish to the KDOT Area Engineer copies of all correspondence, memoranda, instructions, receipts, invoices, e-mails, and any other Documents pertaining to such Services and the Project. These Documents are KDOT’s property.

5. Any or all Services performed under this Agreement may result in the LPA using Documents (such as reports, surveys, schedules, lists, or data) the Secretary’s authorized

representatives prepared, compiled, or collected that are use restricted pursuant to 23 U.S.C. § 407. Such Documents are watermarked “Use Restricted 23 U.S.C. § 407,” providing the Secretary with an evidentiary privilege that only counsel for KDOT may assert in litigation against KDOT. The LPA shall use these watermarked Documents only to perform Services on the Project. The LPA shall not remove or otherwise damage the 23 U.S.C. § 407 watermark. The requirements of this paragraph shall be included by the LPA in its subcontract agreements, if any, for the performance of any Services.

6. Documents collected or prepared by the LPA in the performance of this Agreement may be used without restriction by the Secretary for any public purpose. Any such use shall be without compensation to the LPA.

B. ACCESS TO RECORDS; AUDITS

1. The LPA shall keep all Project Documents arising out of or related to performance of Services for a five-year retention period beginning with the LPA’s final payment date. The final payment date is the voucher date on the Secretary’s last payment to the LPA. This final payment occurs after the LPA submits its request for final payment and KDOT has completed the final audit. The LPA shall make all Documents available at the LPA’s principal office.

2. The Secretary, FHWA, or both, may inspect and review all Documents pertaining to the LPA’s Services during the LPA’s performance and the five-year retention period.

3. The LPA shall maintain all cost documentation according to generally accepted accounting principles and the cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*).

4. Within five (5) years after the LPA has submitted its invoice for final payment on Work Estimate for a Project, having completed its Services, the Secretary or the Secretary’s authorized representatives may perform a final audit of the LPA’s costs conducted according to generally accepted governmental auditing standards and in compliance with cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*). Without limitation, the auditors may determine whether costs incurred were actual and necessary, reasonable, allowable, and in compliance with regulations and whether the compensation did not exceed the applicable upper limit of compensation. The auditors may review all subconsultant records and costs, if any, as well. The LPA shall reimburse the Secretary for overpayments.

5. The LPA shall include the provisions of Articles VI.B.1—B.4. above in all subconsultant agreements, if any.

C. AGREEMENT ITEMS

1. Incorporation of Documents. The correlation, interpretation, and intent of the Agreement documents, including the Agreement and attachments thereto, shall be as follows:
 - a. All Attachments listed and checked on the Index of Attachments are made a part of and incorporated into this Agreement.
 - b. The Agreement, the Notice to Proceed, and all supplemental agreements shall be included as the Agreement documents
 - c. The Agreement documents comprise the entire Agreement between the Secretary, the Consultant, and the LPA.
 - d. 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.
2. No Party may alter or amend this Agreement except by a revised Work Estimate, CMS Change Order, or Supplemental Agreement evidencing written agreement between the Parties for such alteration or amendment.

D. LEGAL RELATIONS

1. The LPA shall observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.
2. This Agreement binds the Parties and the Parties' successors and assigns. The LPA shall not assign this Agreement without the prior written permission of the Secretary. Notwithstanding any other provision of this Agreement, the LPA shall not subcontract any part of the Services without prior written approval by the Secretary.
3. This Agreement creates no third-party beneficiaries.
4. In the event any disagreement, dispute, or claim of the LPA arising out of or in connection with the LPA's performance of this Agreement, the LPA shall make written request to the KDOT District Engineer to review the matter. If dissatisfied with the review and decision of the KDOT District Engineer, then the LPA may appeal, in writing, to the Deputy Secretary of Transportation/State Transportation Engineer within fifteen (15) calendar days of receipt of the decision of the KDOT District 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. The **Civil Rights Act Attachment** (Rev. 05.01.24) pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. The provisions found in the current version of **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

E. WORKERS' COMPENSATION

The LPA will elect to come within the provisions of the Workers' Compensation Act (K.S.A. § 44-505) for all Services performed for the Project and will provide such workers' compensation insurance as is required by the Commissioner of Workers' Compensation.

F. ERRORS AND OMISSIONS; INDEMNIFICATION; INSURANCE

1. The LPA shall promptly correct, without additional compensation, the LPA's failure to perform its obligations under this Agreement. The LPA shall promptly correct its negligent acts, errors, or omissions without additional compensation. If the Services affect a third party, then the LPA shall perform corrections in a manner that minimizes delay to the third party and other damages.

2. The LPA shall pay for or reimburse the Secretary for damages and costs the Secretary has incurred or will incur, because the LPA failed to comply with its obligations under this Agreement and LPA's negligent acts, errors, or omissions arising out of or in connection with the LPA's performance of this Agreement. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction contractors, monies the Secretary pays or owes to consulting firms, delay damages, or other damages arising from the LPA's failure to comply with its obligations. This Agreement does not authorize third parties to seek recovery as third-party beneficiaries of this Agreement or in any other capacity.

3. 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 LPA will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all claims, suits, damages, whether property damages, personal injury damages, or economic damages, and costs resulting from the LPA's failure to comply with its obligations under this Agreement, resulting from the LPA's negligent acts, errors, or omissions in performing its Services, or all of the above. The LPA shall have no obligation to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

G. CONFLICT OF INTEREST

1. The LPA warrants it has no public or private interest and shall not acquire (directly or indirectly) any such interest, which would conflict with the Services performed under this Agreement.
2. The LPA shall not hire persons in KDOT's employment to provide Services under this Agreement without the Secretary's prior written permission.

H. EFFECTIVE DATE; REPRESENTATION OF AUTHORITY

1. This Agreement will become effective on the date when signed by the Secretary or the Secretary's designee ("Effective Date"). It is intended that the LPA will sign first, and the Secretary (or the Secretary's designated representative) will sign last; therefore, the effective date of the Agreement will be the latter date.
2. In signing this Agreement, the Parties and the individual person signing on behalf of such Party represent that the person signing is duly authorized, having the authority and capacity to execute and legally bind the respective entity to this Agreement.

I. FEDERAL REQUIREMENTS

1. Anti-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 Attachment** will be attached to and made part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant 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.
2. Debarment & Suspension. If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the LPA verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.
3. System for Award Management. The LPA has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM).

The LPA shall maintain such registration at all times during which it has active federal awards.

4. 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.
5. Prohibition on 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 to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

NOW THEREFORE, the Parties cause their duly authorized representatives to enter into this Agreement.

RECOMMEND FOR APPROVAL:

RENO COUNTY, KANSAS:



DIRECTOR, PUBLIC WORKS

COUNTY CHAIRPERSON (Date)

ATTEST:

COUNTY CLERK (Date)

(SEAL)

KANSAS DEPARTMENT OF
TRANSPORTATION
SECRETARY OF TRANSPORTATION

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Specific Construction Provisions
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- Certification Against Contingent Fees
- Policy Regarding Sexual Harassment
- Certificate of Compliance with K.S.A. § 46-239(c)
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Contractual Provisions Attachment (DA-146a)
- Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities
- Civil Rights Act
- Listing of KDOT Certified Inspectors
- Estimate of Engineering Fee / Work Estimate Form
- Certificate of Tax Clearance

*Note – If left unchecked, then inapplicable.

SPECIFIC CONSTRUCTION PROVISIONS

**ARTICLE I SCOPE OF SERVICES (CONSTRUCTION ENGINEERING
INSPECTION SERVICES TO BE PERFORMED BY THE
CONSULTANT)**

A. THE CONSULTANT AGREES TO THE FOLLOWING:

- (1) Attend all conferences designated by KDOT or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Field Engineer.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Transmit orders from KDOT to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (9) Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
- (10) Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.
- (11) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.
- (12) Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

- (13) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- (14) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and Chief Inspector's diaries.
- (15) Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.
- (16) Provide measurement and computation of pay items.
- (17) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:
 - a. Progress Reports
 - b. Weekly statement of working days
 - c. Notice of change in construction status
 - d. Report of field inspection of material
 - e. Test report record
 - f. Contractor pay estimates
 - g. Pile driving data
 - h. Piling record
 - i. Final certification of materials
 - j. Explanation of quantity variation
 - k. Other reports as required by the Project
- (18) Review, or assist in reviewing, all Contractor submittals of records and reports required by KDOT, as applicable to the Project, which may include:
 - a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (19) Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per month.
- (20) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (21) Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (22) Prepare and submit a certification of Project completion.
- (23) Prepare and submit a final payment voucher for services rendered by the Consultant.

(24) Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to KDOT. The letter should contain such items as the following:

a. Earthwork and Culverts

1. A revised list of benchmarks
2. Location of government benchmarks
3. Major changes in alignment
4. Major changes in grade line
5. Established references on cornerstones
6. Major changes in location of drainage structures
7. Major changes in flow-line of drainage structures
8. Drainage structures added or deleted
9. Any change of access control

b. Bridges

1. Changes in stationing
2. Changes in type, size or elevation of footings
3. Changes in grade line

B. THE SECRETARY AGREES TO THE FOLLOWING:

- (1) Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.
- (2) Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract, for the occupancy and use of the Consultant until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- (5) Perform weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer Coordinator in the Construction Office with the duties and responsibilities set forth in Article I, Section C of this Agreement.
- (7) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

ARTICLE II PROSECUTION AND PROGRESS

- (1) It is anticipated the Construction Engineering Inspection Services to be performed under the Construction Contract will start in 2024 and be completed by 2025.
- (2) The Consultant shall complete all of the Construction Engineering Inspection Services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

ARTICLE III BASIS OF PAYMENT

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost. The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$78,218.80**.
- (2) Compensations for Construction Engineering Inspection Services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra Construction Engineering Inspection Services has been authorized by the Secretary, the total of the final payment and previous payments can not exceed the upper limit of compensation approved for the Construction Engineering Inspection Services. If extra Construction Engineering Inspection Services has been authorized it will be reimbursed as per the terms of the supplemental agreement(s).
- (3) The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this Agreement has been audited by KDOT.
- (4) The Secretary will reimburse the Consultant for the approved voucher amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for Construction Engineering Inspection Services detailed in this Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- (5) If this Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed this

Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental agreement for the Construction Engineering Inspection Services). The LPA will reimburse KDOT for fees voucher by the Consultant and approved by KDOT up to the upper limit of compensation in this Agreement that may exceed the FHWA's approved amount unless provisions are provided for payment under state law.

ARTICLE IV MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be Scott Koopmann, whose work address is 205 Oil Hill Road, El Dorado, KS 67042 and work telephone is (316) 251-3124.
- (2) The Project Engineer/Project Manager for the Consultant will be __, Certification Number __ (expiration date is __), whose work address is 600 Scott Boulevard, South Hutchinson, KS 67505 and work telephone is (620) 694-2976.
- (3) The Chief Inspector for the Consultant will be Kathryn Gard, Certification Number __ (expiration date is __), whose work address is 600 Scott Boulevard, South Hutchinson, KS 67505 and work telephone is (620) 694-2976.
- (4) The contact person for the LPA will be Don Brittain whose work address is 600 Scott Boulevard, South Hutchinson, KS 67505 and work telephone is (620) 694-2976.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 600 Scott Boulevard, South Hutchinson, KS 67505, for a period of three (3) years following final Agreement payment.

For LPA

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

Don Brittain

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, Reno County

Agency or Company

or any person associated therewith in the capacity of Director

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

None

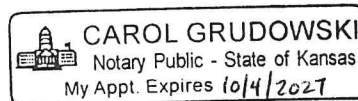
Providing false information may result in criminal prosecution or administrative sanctions.

Don Brittain
Signature

Sworn to before me, a Notary Public in and for the County of Reno, State of Kansas this 30th day of September, 2024.

Carol Grudowski
Notary Public

My Commission expires 10/4/2027



CERTIFICATION OF CONTRACTOR

I hereby certify that I am Don Brittain and duly authorized representative of Reno County (CONTRACTOR) and that neither I nor the above agency 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 CONTRACTOR) 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 the 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 CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the 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 applicable State and Federal laws, both criminal and civil.

September 30, 2024

(Date)



Name: Don Brittain

Title: Director, Reno County Public Works

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 received a copy of the 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.



Signature and Date

Don Brittain

Printed Name

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

 X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____
Reno County Public Works

Date: September 30, 2024

Contract/
Project No: 78 C-5229-01

(if applicable)

County: Reno

(if applicable)

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 _____ day of _____, 20_____.

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

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

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

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

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

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this 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, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination 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 nondiscrimination 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, FTA, or 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 nondiscrimination 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 (1) through six (6) 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 agrees to comply with the following nondiscrimination 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. 100-259), (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, (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. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination 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, (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 (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

Listing of Inspection Staff for 78-C-2559-01 Victory Road Bridge 27.01 Replacement

Updated: 19-Sep-24 02:11 PM

The following list of personnel are available to perform the work on Project 78-C-2559-01 when required.

Certification and Expiration Dates

Name	Cert. No.	INSPECTION										TESTING									
		BI	API	CPI	STR	PDI	DSI	GSW	AGF	AGL	ACI	CF	HCP	PO	SF	SOF	NUC	QC/QA ASPHALT	QC/QA CONCRETE/CTB		
Kathryn Gard	6563	2028	2028	2028	2028			2028			02/15/29										
Gordon Brown	1736	2027	2027	2028	2027						4/26/2028										
Luis Bernudez-Cordero	6568	2028	2028	2028	2028			2028			02/15/29										



AGENDA ITEM

AGENDA ITEM #7.A

AGENDA DATE: October 9, 2024

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Resolution for the Authorization of Bonds by the Public Building Commission for County's Shooting Range and Two Fire District Stations

SUMMARY & BACKGROUND OF TOPIC:

The Reno County Public Building Commission (PBC) met on August 1, 2024 to consider a resolution of intent to issue bonds for the Sheriff's training facility, and the two fire district stations, in Turon and Nickerson, respectively. The amount of bonds will not exceed \$2,045,000, which includes the principal amounts for each project and issuance costs. The PBC passed the attached Resolution setting in motion the process to issue the bonds. The timeline for the bonds to be issued has the closing of bonds in early December 2024.

The decision to issue the bonds by the PBC will require a future vote by the commission to approve a lease agreement that will detail the repayment terms from the county to the PBC. Below is a short summary of the bond estimates per taxing entity.

- **Sheriff's Office –Firearms Training Center Phase II**
 - Hutton Construction estimates this at \$1.45 million
 - Five year pay back
- **Fire District # 3 (Nickerson) – New fire building**
 - Estimated total cost \$450,000 with the district paying \$200,000 of this amount from their reserves
 - 10 year pay back
- **Fire District #7 (Turon) – New fire building**
 - Estimated total cost \$450,000 with the fire district paying \$150,000 of this amount from their reserves
 - 10 year pay back

As a reminder, the firearms training center bond payments will be paid for by the county's capital improvement reserve fund. This fund has enough money to cover the entire cost, but by using all of the money at this time, it hinders the potential needs for the reserve funds for other emergent needs that might come up that are not in the current year's operating budget. The amount of interest earned on these idle funds is also higher than the interest rates for the bonds, allowing the county's General Fund to earn more interest that helps offset the mill levy amounts.

The two fire districts will pay back their portion of the bond from their respective operational budgets that are set each year. To help reduce the need for a tax increase for these funds, it is possible that the amount of year-end transfers for each fund that goes into their reserve funds for equipment purchases will be reduced by the amount needed to pay the bond. To minimize the tax payer impact, we have used a 10 year pay back of the bonds for the fire districts.

Attached is some information regarding the schedule of the bond sale and costs of bonds. The actual Resolution to be adopted will be provided by Wednesday from our bond counsel at Gilmore & Bell.

ALL OPTIONS:

1. Authorize the county to repay bonds soon to be issued by the Public Building Commission for a shooting range training facility, fire stations in Turon (Fire District 7) and Nickerson (Fire District 3).
2. Deny the bond payments and inform the Public Building Commission to halt issuance of the projects.

RECOMMENDATION / REQUEST:

Approve Resolution that authorizes the issuance of bonds by the Public Building Commission for a shooting range training facility, fire stations in Turon (Fire District 7) and Nickerson (Fire District 3).

POLICY / FISCAL IMPACT:

The Public Building Commission will have the bonds and require payments from the county to cover their bond costs. The shooting range's training facility will be repaid from the County's CIP reserve fund over 5-years. The two fire stations will be paid from the respective fire district's operating budget and/or reserve funds over a 10-year period.

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
RENO COUNTY, KANSAS
HELD ON OCTOBER 9, 2024**

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

Absent:

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

(Other Proceedings)

A matter relating to the sale of not to exceed \$2,045,000 of Reno County, Kansas Public Building Commission Revenue Bonds, Series 2024, on behalf of the County, came on for consideration and was discussed.

A RESOLUTION APPROVING THE RENO COUNTY, KANSAS PUBLIC BUILDING COMMISSION OFFER FOR SALE ITS REVENUE BONDS, SERIES 2024.

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

Aye: _____

Nay: _____

Thereupon, the Resolution having been received a majority vote of the members of the Governing Body, the Chairperson declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. _____ and was signed by the Governing Body and attested by the Clerk.

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENO COUNTY, KANSAS PUBLIC BUILDING COMMISSION OFFER FOR SALE ITS REVENUE BONDS, SERIES 2024.

WHEREAS, Reno County, Kansas Public Building Commission, Kansas (the "PBC"), has selected or will select the firm of Raymond James & Associates, Inc., Leawood, Kansas (the "Purchaser"), as underwriter for not to exceed \$2,045,000 principal amount of bonds of the PBC to be designated "Public Building Commission Revenue Bonds, Series 2024" (the "Series 2024 Bonds"); and

WHEREAS, the Series 2024 Bonds are being issued to finance costs to construct a law enforcement training center and two separate fire stations (the "Project") in and for Reno County, Kansas (the "County"); and

WHEREAS, the County desires to approve the selection of the Purchaser by the PBC and make certain authorizations regarding the Series 2024 Bonds.

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

Section 1. The Project is hereby deemed and declared to be necessary and advisable. In order to pay costs of the Project and related financing costs, it is necessary and desirable for the PBC to issue its Revenue Bonds, Series 2024 (the "Series 2024 Bonds") in an amount not to exceed \$2,045,000, in accordance with K.S.A. 12-1757 *et seq.*, as amended, and Charter Resolution No. 98-XXI (the "Act"). The Governing Body of the County also hereby declares an intent to enter into the Lease with the PBC pursuant to the Act on mutually acceptable terms to provide for the source of repayments of the Series 2024 Bonds and other related expenses.

Section 2. The Chairperson, County Clerk, County Administrator or other appropriate officers of the County, the Purchaser and Gilmore & Bell, P.C. ("Bond Counsel") are hereby authorized to take all actions as necessary to effectuate the sale and delivery of the Series 2024 Bonds, including the preparation of the preliminary official statement (the "Preliminary Official Statement") to be used by the Purchaser in the offering for sale of the Series 2024 Bonds.

Section 3. The selection of the Purchaser by the PBC is hereby authorized and approved and the Purchaser is authorized to proceed with the offering for sale of the Series 2024 Bonds. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) (the "Rule") of the Securities and Exchange Commission (the "Rule"), the Chairperson and County Administrator are hereby authorized to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the County's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The County agrees to provide to the Purchaser within seven business days of the date of the sale of Series 2024 Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Chairperson, County Clerk, County Administrator, County Counselor, and other officers and representatives of the County, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Series 2024 Bonds.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the Governing Body on October 9, 2024.

(SEAL)

Chairperson

Commissioner

Commissioner

ATTEST:

Commissioner

County Clerk

Commissioner

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

October __, 2024

To: Raymond James & Associates, Inc.
Leawood, Kansas

Re: Reno County, Kansas Public Building Commission Revenue Bonds, Series 2024

Ladies and Gentlemen:

The undersigned are the duly acting Chairperson and County Administrator of Reno County, Kansas (the "County"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the County. The County has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the County hereby deems the information regarding the County contained in the Preliminary Official Statement to be final as of its date, other than the sections entitled "The Depository Trust Company," "Rating," "Legal Matters," "Tax Matters," and *Appendices B* and *C*, for which the County expresses no opinion, and except for the omission of certain information such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, is true in all material respects, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

Very truly yours,

RENO COUNTY, KANSAS

By: _____
Title: Chairperson

By: _____
Title: Clerk

Reno County, Kansas
Public Building Commission
Revenue Bonds
Series 2024

Calendar of Events Dated September 19, 2024

DATE	EVENT
August 1, 2024	Public Building Commission (PBC) Board Meeting PBC adopts Resolution of Intent for Bonds for the Project
August 9, 2024	First Publication of Notice of Intent for PBC Bonds for Project
August 16, 2024	Second Publication of Notice of Intent for PBC Bonds for Project Beginning of 30-Day Protest Period
September 15, 2024	End of 30-Day Protest Period for PBC Bonds for Project
October 1, 2024	Distribute draft Preliminary Official Statement and Legal Documents Submit Rating Request to Rating Agency
October 9, 2024	Public Building Commission Meeting (9:00 AM) PBC Approval of Authorizing Resolution for Bond Sale
November 1, 2024	Rating Agency releases Bond Rating Evaluate quotes for Bond Insurance
November 4, 2024	Distribute Preliminary Official Statement to Investors
November 12, 2024	Offering and Sale of Bonds to Investors Execute Bond Purchase Agreement for Sale of the Bonds
November 13, 2024	Public Building Commission Meeting (9:00 AM) County Commission Meeting (9:00 AM) PBC Approval of Bond Resolution and Lease County Approval of Lease Agreement
November 14-29, 2024	Finalize Legal Documents for Bonds Distribute Final Official Statement for Bonds Assemble Transcript of Proceedings
December 3, 2024	Closing of Bond Issue Investment of Bond Proceeds

SOURCES AND USES OF FUNDS

Reno County, Kansas Public Building Commission
 General Obligation Bonds, Series 2024
 Market Rates as of September 27, 2024, Assumes 'Aa3' Rating
 (Training Center + Two Fire Stations)

Dated Date 12/03/2024
 Delivery Date 12/03/2024

Sources:	Firearms Training Center	Fire District #3	Fire District #7	Total
Bond Proceeds:				
Par Amount	1,375,000.00	235,000.00	285,000.00	1,895,000.00
Premium	84,153.80	23,050.65	27,597.10	134,801.55
	1,459,153.80	258,050.65	312,597.10	2,029,801.55
Other Sources of Funds:				
Reserve Fund Contribution		200,000.00	150,000.00	350,000.00
	1,459,153.80	458,050.65	462,597.10	2,379,801.55
Uses:	Firearms Training Center	Fire District #3	Fire District #7	Total
Project Fund Deposits:				
Project Fund	1,400,000.00	450,000.00	450,000.00	2,300,000.00
Cost of Issuance:				
Bond Counsel Fee	25,395.78	4,340.37	5,263.85	35,000.00
State Treasurer - Paying Agent	1,813.98	310.03	375.99	2,500.00
State Treasurer - Setup Fee	217.68	37.20	45.12	300.00
State Treasurer - Registration Fee	21.77	3.72	4.51	30.00
Rating Agency Fee	10,521.11	1,798.15	2,180.74	14,500.00
CUSIP	381.66	65.23	79.11	526.00
Compliance Services Fee	3,627.97	620.05	751.98	5,000.00
Attorney General Transcript Review	290.24	49.60	60.16	400.00
	42,270.19	7,224.35	8,761.46	58,256.00
Delivery Date Expenses:				
Underwriter's Discount	13,750.00	2,350.00	2,850.00	18,950.00
Other Uses of Funds:				
Additional Proceeds	3,133.61	-1,523.70	985.64	2,595.55
	1,459,153.80	458,050.65	462,597.10	2,379,801.55

BOND DEBT SERVICE BREAKDOWN

Reno County, Kansas Public Building Commission
 General Obligation Bonds, Series 2024
 Market Rates as of September 27, 2024, Assumes 'Aa3' Rating
 (Training Center + Two Fire Stations)

Period Ending	Firearms Training Center	Fire District #3	Fire District #7	Total
10/01/2025	271,909.72	24,726.39	31,795.83	328,431.94
10/01/2026	328,000.00	31,000.00	38,250.00	397,250.00
10/01/2027	329,500.00	30,000.00	37,000.00	396,500.00
10/01/2028	325,250.00	29,000.00	35,750.00	390,000.00
10/01/2029	325,500.00	33,000.00	39,500.00	398,000.00
10/01/2030		31,750.00	38,000.00	69,750.00
10/01/2031		30,500.00	36,500.00	67,000.00
10/01/2032		29,250.00	35,000.00	64,250.00
10/01/2033		33,000.00	38,500.00	71,500.00
10/01/2034		31,500.00	36,750.00	68,250.00
	1,580,159.72	303,726.39	367,045.83	2,250,931.94

BOND DEBT SERVICE

Reno County, Kansas Public Building Commission
Firearms Training Center

Dated Date 12/03/2024
Delivery Date 12/03/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
12/03/2024						1,375,000	1,375,000
04/01/2025			22,534.72	22,534.72		1,375,000	1,375,000
10/01/2025	215,000	5.000%	34,375.00	249,375.00	271,909.72	1,160,000	1,160,000
04/01/2026			29,000.00	29,000.00		1,160,000	1,160,000
10/01/2026	270,000	5.000%	29,000.00	299,000.00	328,000.00	890,000	890,000
04/01/2027			22,250.00	22,250.00		890,000	890,000
10/01/2027	285,000	5.000%	22,250.00	307,250.00	329,500.00	605,000	605,000
04/01/2028			15,125.00	15,125.00		605,000	605,000
10/01/2028	295,000	5.000%	15,125.00	310,125.00	325,250.00	310,000	310,000
04/01/2029			7,750.00	7,750.00		310,000	310,000
10/01/2029	310,000	5.000%	7,750.00	317,750.00	325,500.00		
	1,375,000		205,159.72	1,580,159.72	1,580,159.72		

BOND DEBT SERVICE

Reno County, Kansas Public Building Commission
Fire District #3

Dated Date 12/03/2024
Delivery Date 12/03/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
12/03/2024						235,000	235,000
04/01/2025			3,851.39	3,851.39		235,000	235,000
10/01/2025	15,000	5.000%	5,875.00	20,875.00	24,726.39	220,000	220,000
04/01/2026			5,500.00	5,500.00		220,000	220,000
10/01/2026	20,000	5.000%	5,500.00	25,500.00	31,000.00	200,000	200,000
04/01/2027			5,000.00	5,000.00		200,000	200,000
10/01/2027	20,000	5.000%	5,000.00	25,000.00	30,000.00	180,000	180,000
04/01/2028			4,500.00	4,500.00		180,000	180,000
10/01/2028	20,000	5.000%	4,500.00	24,500.00	29,000.00	160,000	160,000
04/01/2029			4,000.00	4,000.00		160,000	160,000
10/01/2029	25,000	5.000%	4,000.00	29,000.00	33,000.00	135,000	135,000
04/01/2030			3,375.00	3,375.00		135,000	135,000
10/01/2030	25,000	5.000%	3,375.00	28,375.00	31,750.00	110,000	110,000
04/01/2031			2,750.00	2,750.00		110,000	110,000
10/01/2031	25,000	5.000%	2,750.00	27,750.00	30,500.00	85,000	85,000
04/01/2032			2,125.00	2,125.00		85,000	85,000
10/01/2032	25,000	5.000%	2,125.00	27,125.00	29,250.00	60,000	60,000
04/01/2033			1,500.00	1,500.00		60,000	60,000
10/01/2033	30,000	5.000%	1,500.00	31,500.00	33,000.00	30,000	30,000
04/01/2034			750.00	750.00		30,000	30,000
10/01/2034	30,000	5.000%	750.00	30,750.00	31,500.00		
	235,000		68,726.39	303,726.39	303,726.39		

BOND DEBT SERVICE

Reno County, Kansas Public Building Commission
Fire District #7

Dated Date 12/03/2024
Delivery Date 12/03/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
12/03/2024						285,000	285,000
04/01/2025			4,670.83	4,670.83		285,000	285,000
10/01/2025	20,000	5.000%	7,125.00	27,125.00	31,795.83	265,000	265,000
04/01/2026			6,625.00	6,625.00		265,000	265,000
10/01/2026	25,000	5.000%	6,625.00	31,625.00	38,250.00	240,000	240,000
04/01/2027			6,000.00	6,000.00		240,000	240,000
10/01/2027	25,000	5.000%	6,000.00	31,000.00	37,000.00	215,000	215,000
04/01/2028			5,375.00	5,375.00		215,000	215,000
10/01/2028	25,000	5.000%	5,375.00	30,375.00	35,750.00	190,000	190,000
04/01/2029			4,750.00	4,750.00		190,000	190,000
10/01/2029	30,000	5.000%	4,750.00	34,750.00	39,500.00	160,000	160,000
04/01/2030			4,000.00	4,000.00		160,000	160,000
10/01/2030	30,000	5.000%	4,000.00	34,000.00	38,000.00	130,000	130,000
04/01/2031			3,250.00	3,250.00		130,000	130,000
10/01/2031	30,000	5.000%	3,250.00	33,250.00	36,500.00	100,000	100,000
04/01/2032			2,500.00	2,500.00		100,000	100,000
10/01/2032	30,000	5.000%	2,500.00	32,500.00	35,000.00	70,000	70,000
04/01/2033			1,750.00	1,750.00		70,000	70,000
10/01/2033	35,000	5.000%	1,750.00	36,750.00	38,500.00	35,000	35,000
04/01/2034			875.00	875.00		35,000	35,000
10/01/2034	35,000	5.000%	875.00	35,875.00	36,750.00		
	285,000		82,045.83	367,045.83	367,045.83		

BOND DEBT SERVICE

Reno County, Kansas Public Building Commission
 General Obligation Bonds, Series 2024
 Market Rates as of September 27, 2024, Assumes 'Aa3' Rating
 (Training Center + Two Fire Stations)

Dated Date 12/03/2024
 Delivery Date 12/03/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
10/01/2025	250,000	5.000%	78,431.94	328,431.94	1,645,000	1,645,000
10/01/2026	315,000	5.000%	82,250.00	397,250.00	1,330,000	1,330,000
10/01/2027	330,000	5.000%	66,500.00	396,500.00	1,000,000	1,000,000
10/01/2028	340,000	5.000%	50,000.00	390,000.00	660,000	660,000
10/01/2029	365,000	5.000%	33,000.00	398,000.00	295,000	295,000
10/01/2030	55,000	5.000%	14,750.00	69,750.00	240,000	240,000
10/01/2031	55,000	5.000%	12,000.00	67,000.00	185,000	185,000
10/01/2032	55,000	5.000%	9,250.00	64,250.00	130,000	130,000
10/01/2033	65,000	5.000%	6,500.00	71,500.00	65,000	65,000
10/01/2034	65,000	5.000%	3,250.00	68,250.00		
	1,895,000		355,931.94	2,250,931.94		

BOND PRICING

Reno County, Kansas Public Building Commission
 General Obligation Bonds, Series 2024
 Market Rates as of September 27, 2024, Assumes 'Aa3' Rating
 (Training Center + Two Fire Stations)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Serial Bonds:						
	10/01/2025	250,000	5.000%	3.000%	101.618	4,045.00
	10/01/2026	315,000	5.000%	2.800%	103.889	12,250.35
	10/01/2027	330,000	5.000%	2.780%	105.993	19,776.90
	10/01/2028	340,000	5.000%	2.800%	107.929	26,958.60
	10/01/2029	365,000	5.000%	2.860%	109.582	34,974.30
	10/01/2030	55,000	5.000%	2.990%	110.672	5,869.60
	10/01/2031	55,000	5.000%	3.100%	111.606	6,383.30
	10/01/2032	55,000	5.000%	3.220%	112.225	6,723.75
	10/01/2033	65,000	5.000%	3.260%	113.250	8,612.50
	10/01/2034	65,000	5.000%	3.300%	114.165	9,207.25
		1,895,000				134,801.55

Dated Date	12/03/2024	
Delivery Date	12/03/2024	
First Coupon	04/01/2025	
Par Amount	1,895,000.00	
Premium	134,801.55	
Production	2,029,801.55	107.113538%
Underwriter's Discount	-18,950.00	-1.000000%
Purchase Price	2,010,851.55	106.113538%
Accrued Interest		
Net Proceeds	2,010,851.55	

BOND SUMMARY STATISTICS

Reno County, Kansas Public Building Commission
 General Obligation Bonds, Series 2024
 Market Rates as of September 27, 2024, Assumes 'Aa3' Rating
 (Training Center + Two Fire Stations)

Dated Date	12/03/2024
Delivery Date	12/03/2024
Last Maturity	10/01/2034
Arbitrage Yield	2.948620%
True Interest Cost (TIC)	3.224354%
Net Interest Cost (NIC)	3.372560%
All-In TIC	4.097833%
Average Coupon	5.000000%
Average Life (years)	3.757
Duration of Issue (years)	3.448
Par Amount	1,895,000.00
Bond Proceeds	2,029,801.55
Total Interest	355,931.94
Net Interest	240,080.39
Total Debt Service	2,250,931.94
Maximum Annual Debt Service	398,000.00
Average Annual Debt Service	229,037.73
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	106.113538

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	1,895,000.00	107.114	5.000%	3.757
	1,895,000.00			3.757

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,895,000.00	1,895,000.00	1,895,000.00
+ Accrued Interest			
+ Premium (Discount)	134,801.55	134,801.55	134,801.55
- Underwriter's Discount	-18,950.00	-18,950.00	
- Cost of Issuance Expense		-58,256.00	
- Other Amounts			
Target Value	2,010,851.55	1,952,595.55	2,029,801.55
Target Date	12/03/2024	12/03/2024	12/03/2024
Yield	3.224354%	4.097833%	2.948620%

Published in the Ninnescah Valley Times
on August 9, 2024 and August 16, 2024

RENO COUNTY, KANSAS PUBLIC BUILDING

COMMISSION RESOLUTION NO. PBC-2024-02

A RESOLUTION DECLARING INTENT OF THE RENO COUNTY, KANSAS PUBLIC BUILDING COMMISSION TO ISSUE ITS REVENUE BONDS IN AN AMOUNT NOT TO EXCEED \$2,045,000.00 FOR THE PURPOSE OF CONSTRUCTING A LAW ENFORCEMENT TRAINING CENTER, AND TWO SEPARATE FIRE STATIONS, TO SERVE THE COUNTY OF RENO.

WHEREAS, the Reno County, Kansas Public Building Commission (the “Commission”) is a duly organized and existing municipal corporation created and established by the County of Reno, Kansas (the “County”); and

WHEREAS, K.S.A. 12-1757 *et seq.*, as amended, and Charter Resolution No. 98-XXI (the “Act”) authorizes the Commission to (i) issue revenue bonds for the purpose of providing funds, to acquire, construct, reconstruct, rehabilitate, repair, furnish and equip certain public building facilities, including a law enforcement training center, a fire station in Fire District #3, and a fire station in Fire District #7, and (ii) fix rental rates, fees and charges sufficient at all times to pay the maintenance and operation costs of the buildings and retire any bonds issued to finance such buildings; and

WHEREAS, the total cost (with financing costs) of the law enforcement training center is anticipated to be \$1,450,000.00; the total cost (with financing costs) of the fire station in Fire District #3 is anticipated to be \$470,000.00; and the total cost (with financing costs) of the fire station in Fire District #7 is anticipated to be \$475,000.00; and

WHEREAS, the Commission has determined it necessary and advisable (i) to issue revenue bonds pursuant to the Act in an amount not to exceed \$2,045,000.00 (the “Bonds”) to provide funds to construct a law enforcement training center and two separate fire stations in the County (the “Project”) and (ii) to lease the Project to the County, with lease payments to produce sufficient revenue to pay the principal of and interest on the Bonds. The expected bond amount related to the cost of law enforcement training center is \$1,450,000.00; the expected bond amount related to the cost of the Fire Station in Fire District #3 is \$270,000.00; and expected bond amount related to the cost of the Fire Station in Fire District #7 is \$325,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE RENO COUNTY, KANSAS PUBLIC BUILDING COMMISSION, AS FOLLOWS:

SECTION 1. The Commission hereby gives notice of its intention to construct, reconstruct, rehabilitate and equip the Project and to lease the Project to the County. The Commission intends to issue its revenue bonds to finance the Project in an amount not exceeding \$2,045,000.00 (the

“Bonds”), under the authority of the Act, in order to provide funds, finance the costs of the Project, which Bonds shall be paid from the rents and revenues derived from the operation of the Project, including the leasing of the Project to the County. The Bonds may be used to reimburse Project expenditures made after 60 days prior to this date pursuant to Treasury Regulation §1.150-2.

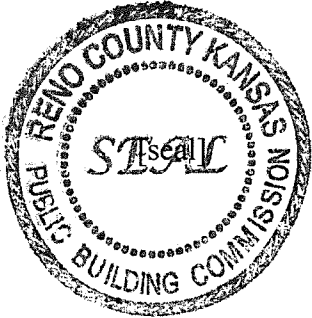
SECTION 2. Before such Bonds may be authorized or issued, this Resolution shall be published once a week for two consecutive weeks in the official County newspaper, and, if within thirty (30) days after the last date of publication, a petition opposing the intent stated here, signed by not less than five percent (5%) of the electors of the County is filed with the Reno County Clerk, the Commission shall submit the question of issuing the Bonds to the voters of the County at the next general election or at a special election called for that purpose. If a sufficient protest is not filed, the Commission will proceed with its intentions as stated in this Resolution.

The Commission’s intent to issue the Bonds shall be subject in all respects to its final approval of all of the terms and details of such Bonds, the lease agreement with the County for the Project, and all other contracts, agreements and documents necessary to the Bonds and the Project.

SECTION 3. This Resolution shall be published as provided in the Act and in Section 2 of this Resolution.

SECTION 4. This Resolution shall take effect and be in force from and after its adoption.

ADOPTED AND APPROVED by the Reno County, Kansas Public Building Commission on August 1, 2024.



RENO COUNTY, KANSAS PUBLIC BUILDING COMMISSION

By Ed Johnson, Chairperson

ATTEST:

By Gauth Strand, Secretary



AGENDA ITEM

AGENDA ITEM #7.B

AGENDA DATE: October 9, 2024

PRESENTED BY: Debra Teufel, President/CEO of Hutchinson/Reno County Chamber of Commerce

AGENDA TOPIC:
Chamber of Commerce's MakeMyMove Discussion

SUMMARY & BACKGROUND OF TOPIC:

The chamber has provided the attached memo and summary of Make My Move. Chairman Parks and I have met with the company and the chamber regarding this idea. I feel this is a way to help all communities in Reno County market themselves as places for people to move to and become a part of the unique communities. The program requires interested parties to apply and then they are required to meet specific criteria to take part in the MakeMyMove program.

Individuals/families who will be part of this program are likely going to be remote workers who will buy a home in Reno County and then want to become an active member of the community. This is a new way to grow our community and has a high return on investment.

ALL OPTIONS:

1. Agree to partner with the Chamber and contribute some amount toward the cost.
2. Decline the request
3. Table and ask for more information.

RECOMMENDATION / REQUEST:

Agree to partner with the Chamber of Commerce in using Make My Move as a way to market Reno County as a place to live.

POLICY / FISCAL IMPACT:

The County has economic development incentives money that is already budgeted and some in reserves.



Make My Move

Greater Hutch is requesting support by way of a partnering investment in the Make My Move platform. This tool will aid in marketing all Reno County communities to remote workers looking to relocate.

Cities and towns across the U.S. are facing unprecedented growth challenges in the form of labor shortages and declining population growth. Every year, states and municipalities spend \$70B to grow their economies, but most of these dollars are focused on attracting more employers, not people. As many as 23 million Americans are expected to move in the coming years as a result of remote work. This is an unprecedented opportunity for communities to benefit from the economic impact remote workers bring while simultaneously growing the workforce and population.

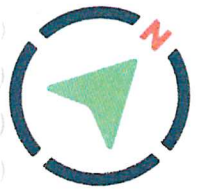
MakeMyMove helps communities grow by recruiting new residents who bring a job (and all of its economic value) with them. The platform enables communities to promote themselves on a national stage to a highly targeted audience, engage with move-ready people on the site, and execute a recruitment process that generates immediate return on investment.

Based on the ROI projected by Make My Move for a proposed contract with Reno County of 10 households moved, in one year the county will see \$8.38 return for every dollar spent.

ROI Breakdown

Households Moved	10
New Annual Economic Output	\$754,385
5 Year New Annual Economic Output	\$3,470,170
New Annual State Taxes Generated	\$76,692
New Annual Local Taxes Generated	\$23,296
New Annual Jobs Created	4.4
<u>Total Contract Amount</u>	<u>\$90,000</u>
ONE YEAR ROI FOR EVERY DOLLAR SPENT	\$8.38

connect. grow. play.



Make My Move

Background





Cities and towns across the U.S. are facing unprecedented growth challenges in the form of labor shortages and declining population growth. Every year, states and municipalities spend \$70B to grow their economies, but most of these dollars are focused on attracting more employers, not people.

As many as **23 million** Americans are expected to move in the coming years as a result of remote work. This is an unprecedented opportunity for communities to benefit from the economic impact remote workers bring while simultaneously growing the workforce and population.

MakeMyMove

MakeMyMove *helps communities grow* by recruiting new residents who bring a job (and all of its economic value) with them. Our platform enables communities to promote themselves on a national stage to a highly targeted audience, engage with move-ready people on the site, and execute a recruitment process that generates immediate return on investment.

Communities who work with us recruit new households that bring

-  **New jobs with an average wage over \$110k**
 - Incremental, new tax revenue
 - Incremental, new customer spending
-  **A new, highly educated workforce**
 - 26% of relocated households bring a spouse that will work for a local employer
 - Over 80% of relocated households have a bachelor's degree
-  **New population in the form of children who attend local schools and seed growth for the future**
 - Average household size 2.3
-  **Certain and fast ROI**
 - For every dollar invested in our programs by our community partners, an average return of \$8 is realized by the end of year one
 - ROI is long lasting—over 90% of our movers stay longer than a year in the community where they moved.

What We Do



Create a value proposition that highlights the **people** and **places** in your community



Give you access to a **highly targeted audience** of people looking for a new place to live



Generate a pool of **qualified applicants** who want to relocate to your community



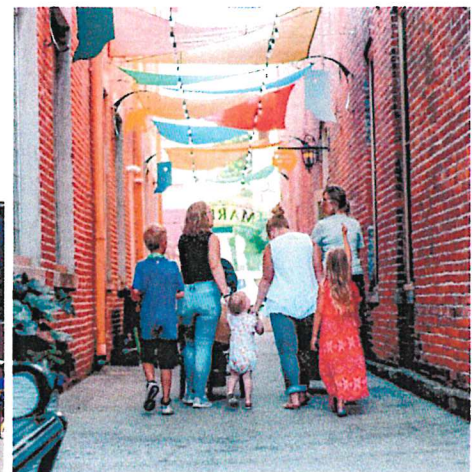
Build proprietary **tools and technology** for communities to **convert applicants into residents**



Calculate and **report precise ROI numbers** based on each household's income and makeup



Provide expertise in program development and execution, including funding strategies



The Best Economic Development Project You've Never Heard of

By Mike Rutz, CEO, MakeMyMove

Each year, states and municipalities in the U.S. spend more than \$70B to grow their economies. It's a noble pursuit. For any community, growth is life, and decline is a scary prospect.

I've spent the last few years criss-crossing the country talking to economic developers and community

leaders, whose job it is to bring economic prosperity to their regions, about the challenges they face. I hear that traditional economic development projects can be expensive and slow, many requiring up-front infrastructure investments. Developers worry that the expected payoff won't materialize if a business fails to live up to their commitments— and many don't. Plus, most communities & employers worry their regions don't have enough people to fill the jobs that are being created.

The incentives to attract these projects are typically geared toward the employers themselves. It's a model that has worked for decades, and continues to be effective as we compete with the rest of the world - but as the demographic challenges of workforce and population continue to persist, it's important for states and communities to explore other ways to grow their economies.

We've developed an approach that doesn't get the fanfare of a ribbon cutting or headline, but is highly effective, low risk and has the added benefit of growing the workforce and population. What is it? Remote workers.

Tens of millions of professionals in the U.S. are fully-remote, and free to move about the country as they see fit. Their chosen destination will reap an economic reward. These workers are educated and well-paid. They pay taxes. They buy & build homes, and they spend with local businesses. Their families attend schools, churches and other local establishments. Trailing spouses can fill a local job. And the worker becomes a member of the local workforce, able to be recruited by area firms.

I like to think of it as an economic pipeline: when a community like Muncie, Indiana is able to recruit a remote working software engineer with an income of \$250,000 from Boston, they've effectively created a pipeline of new money (a lot of new money) directly from Boston straight into the Muncie economy. We worked with Drew Klacick, Senior Analyst with the Indiana University Public Policy Institute, to help us quantify the value these workers bring. It turns out that a remote worker making \$100,000 per year who relocates to Muncie brings \$83,000 in new economic output each year. That's fast, tangible impact.

It's because of that impact that many communities have quietly started to turn a portion of their economic development budgets towards recruiting individual remote workers through incentives. It's working.

In Indiana, the Indiana Economic Development Corporation is implementing a first of-its-kind statewide program by providing supplemental funding to local municipalities that want to recruit remote workers of their own. So far, 30 communities have joined the effort, and in the first two years of the program, have landed more than 451 new households and 1045 new citizens for the state.

The average income of these households is \$113,793. 80% of the workers have a bachelor's degree or greater. A quarter of the households bring a spouse who will take a job with a local business. Half of the households bring kids. In all, these new Hoosiers will generate \$41.2M in new economic output and will create 239 new jobs each year. Imagine how much they will contribute over their lifetimes!

That is the equivalent of a headline economic development project (minus the ribbon cutting). Think about it - any project that creates 451 new jobs with an average wage of \$113,793 in 2 years would be a huge win for the state and generate headlines.

That's \$51.3 million in new annual wages for the state! Here's the bankshot: every single one of these new jobs is filled by a new, incremental, tax paying citizen - many of which come with a family. And rather than one community benefitting from the new jobs and people, 30 different communities benefited and played a role.

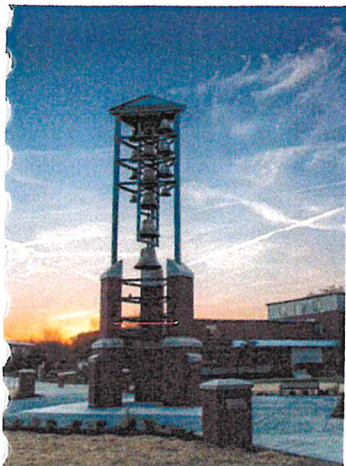
Zooming back out, the sustained rise of remote work represents the most consequential societal shift in the U.S. since the Industrial Revolution. That event produced geographical winners and losers. Workers were forced out of heartland communities and into the job centers of major cities. Today, we are witnessing that dynamic in reverse. Workers are mobile, and many will move in the coming years driven by preference rather than profession. They are in search of quality of life, and a place they feel like they can belong.

The winning communities of this era will be the ones that do the work to welcome these workers and their families the best.

Unprecedented Growth Challenges

U.S cities and towns are facing unprecedented growth challenges in the form of labor shortages and declining population growth.

However, every year states and municipalities spend \$70B to grow their economies, but most of these dollars are focused on attracting more jobs, not people.



Recruiting Residents, Creating Jobs

MakeMyMove grows communities by recruiting new residents and creating jobs.

We Provide Communities:



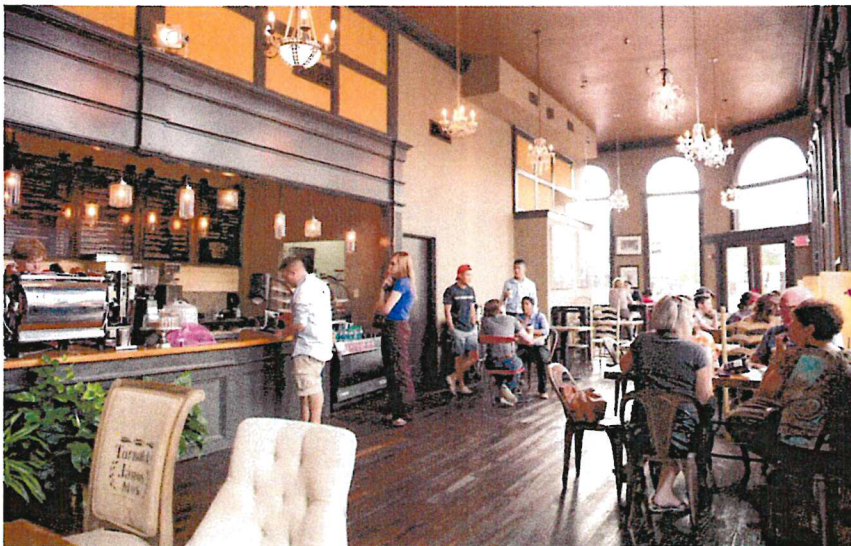
Fast, performance based ROI—Low risk, no capital investment



New jobs, new residents—Incremental workers for existing projects including trailing spouses and children



Highly educated, high earning workforce—Availability of skilled labor is the #1 factor in site selection



Our Impact

Annual Visitors

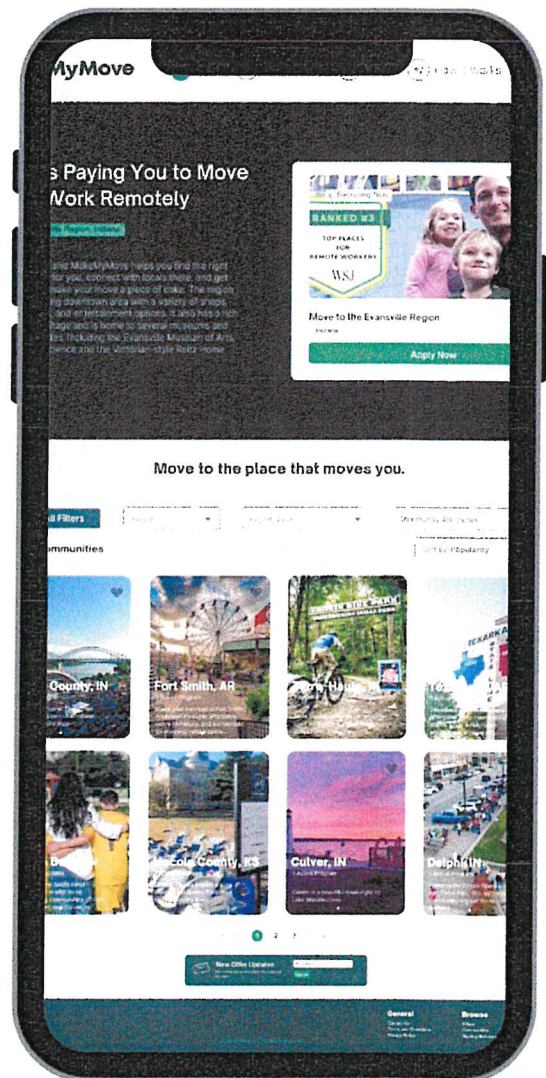
1M+

Registered Users

210,000+

People We've Moved

1,090+



Our Movers

Our remote workers are valuable

\$113,793

Average Household Income

52%

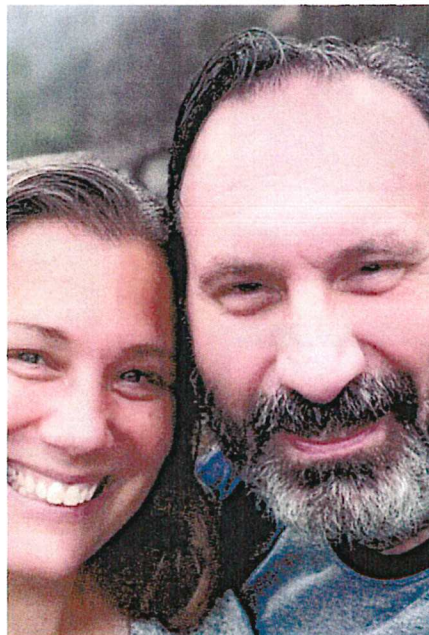
Of Movers Bring a Spouse

\$95,000

Average Household New Annual Economic Impact*

2.3

Average Household Size



80%

Of Movers Are College Educated

*Economic Outputs generated by IMPLAN

Vanessa Hughes and her husband moved to West Lafayette from Los Angeles. Their story is featured in Business Insider.



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

Memo To: Board of County Commissioners

Memo From: Reno County Treasurer

Date: September 23, 2024

Subject: Request for Additional Employee for Tag Department

The Reno County Treasurer is requesting the Board of County Commissioners consider and approve the hiring of an additional staff member for the Tag Department to help better serve community needs.

Members of our community have been facing multi-hour wait times to obtain legally required services for vehicles titles and registrations. At month ends, our QLess wait lines have surpassed lengths of more than 100 people with up to 4 hour wait times. Social media has been used to alert our customers of the extreme lines and provide helpful information and options.

In efforts to assist the Tag Department, we have had staff from our back office from both the Treasurer and Tag sides of our department filling in on our frontline. This is not only at month end. It has become a regular occurrence. Over the past six months, we have also temporarily pulled duties previously performed by the Tag Department such as webtags, tax units, and commercial vehicles. These are now being temporarily handled in our back office so the Tag Department can concentrate solely on the public lines. This is placing extra strain and stress on our back office staff who have necessary duties of their own.

Our customers are calling in frustrated over the long wait times for services. Other customers are upset that they are waiting close to 12 weeks to receive their titles as our title approval processes have been slowed down. As our Title Approver is now regularly assisting on the Tag Frontline plus covering other duties, she has much less time to work on title approvals. This is just one example of the snowball effect of being shorthanded on our Tag Frontline.

Multiple things have contributed to this need for additional staffing. We have seen increasing numbers of title transactions over the past couple years and anticipate this trend continuing. In addition, this year KDOR began the process of replacing all embossed standard plates. The plate replacement process has increased processing times for tag transactions. This process involves additional paperwork generated and careful instructions must be communicated--whether the transaction is completed in person, by mail, or online. Even our online webtags renewals take more time to process now. This year marks only phase one of the embossed plate replacement process. In 2025, we will see additional phases of the embossed plate replacement. In addition, in 2025, all personalized plates must be reordered as part of the normal five year cycle--another time consuming process.

Commercial vehicle accounts and transactions are also increasing each year. Due to the detailed background work--ensuring all required DOT information, UCR, IRS 2290 forms, etc., are complete--and

longer transaction times on commercial vehicles, these are handled by appointment only. Several of our surrounding counties, most recently McPherson County, have stopped offering commercial vehicle services altogether due to the work and time involved. They have been referring their customers to Reno. Mindful of our already heavy workload, we recently made the decision to concentrate our commercial services on just Reno County citizens.

All of these combined changes have placed our department in need of additional staff to handle the workload.

The addition of another employee would allow us to improve efficiency and wait times and meet a higher standard of service.

We believe that with BOCC approval, the hiring of an additional staff member for the Tag Department would be an investment that would benefit the citizens of Reno County.

Sincerely,

Richele Calvert
Reno County Treasurer



AGENDA ITEM

AGENDA ITEM #7.D

AGENDA DATE: October 9, 2024

PRESENTED BY: Mark Vonachen - County Planner II

AGENDA TOPIC:

Resolution #2024-_____ & Planning Case # 2024-11. A request by Andrew Beachy (Applicant: Aaron Beachy) for a conditional use permit to bring an existing construction company and minor vehicle repair business into compliance with the zoning regulations on land zoned R-1 - Rural Residential District. The property is located on the north side of W. 17th Avenue, approximately 1,500 feet west of the intersection of W.17th Avenue and N. Wilshire Drive. The property address is 3108 W. 17th Avenue.

SUMMARY & BACKGROUND OF TOPIC:

The applicant (Mr. Aaron Beachy) requests a conditional use permit for the purpose of bringing an existing construction company and minor vehicle repair business into compliance with the zoning regulations.

The property is utilized for a small-scale business operation involving minor vehicle repairs, vehicle parking, and storage. The shop is primarily used for basic maintenance tasks and minor vehicle repairs. Twenty percent of the shop area is dedicated to storage, including tools, equipment, and small quantities of building materials.

Company vehicles are parked on the property, including a truck with a gooseneck trailer and a skid loader. Building materials are delivered on an average of twice a month. There are no customer visits to the property. Traffic is limited to company vehicles and occasional deliveries.

Some materials will be stored outside in an orderly manner and moved to the back of the property to maintain the property's appearance and minimize any visual impact on the neighborhood.

On January 5, 2021, the owner, Mr. Andrew Beachy, applied to the BZA for a special exception to construct a residential accessory building which exceeded the maximum square footage permitted on

the property. The owner stated the purpose of the special exception is to construct a residential shed that is 50w x72L x 16H.

On February 18, 2021, the BZA approved of the special exception request to construct a residential accessory building by a 6-0 vote.

On February 22, 2021, a zoning permit was issued to the owner to construct a 50'x72'x16' residential shed as per the BZA approval.

On June 2, 2023, staff received a complaint from neighbors that a construction company is operating out of the accessory building. The complaint stated several employee vehicles are parking in front of the building and construction materials are being delivered to and from the building frequently. On June 2, 2023, staff conducted a field inspection to verify the complaint. Subsequently, on June 29, 2023, a violation letter was written to the owner of the property stating to apply for a conditional use permit or cease operation of a construction company.

Due to the owner's lack of cooperation in ceasing operation of the construction company or applying for a conditional use permit, staff filed a lawsuit in Reno County District Court seeking enforcement of the zoning regulations.

On September 19, 2024, the Planning Commission conducted a public hearing on this petition.

Three citizens living along W. 17th Avenue addressed the Planning Commission and stated they were against approving the owner's conditional use permit request. The citizens were concerned about the increase in traffic along a dead-end road, the semi-trucks, the number of employees travelling to the property, the speed at which the employees travel up and down the road, and the increase in costs the township is having to spend on maintenance of the road because of the business. Citizens are fearful for their children and grandchildren playing in the front yard. This area is no longer a nice place to live. A petition was signed by 15 property owners living in the area that do not want the conditional use permit approved. However, the petition was not submitted for the public record.

At the conclusion of the public hearing the Planning Commission voted 6-1 to deny the conditional use permit request based on the nine factors listed in the staff report. Commissioner Schwertfeger noted for the record she meant to vote in favor of the motion to deny the conditional use permit but

misunderstood the motion.

The County Counselor has reviewed the included resolution.

ALL OPTIONS:

The County Commissioners may:

1. Reverse the Planning Commission recommendation and approve the request based on the Factors.
2. Reverse the Planning Commission recommendation and approve the request based on the Factors and add conditions of approval.
3. Deny the request as recommended by the Planning Commission based on the Factors.
4. Return the request back to the Planning Commission with specific questions to be answered or clarified.
5. Table the request for further review.

RECOMMENDATION / REQUEST:

Consideration of the Planning Commission recommendation to deny the conditional use permit.



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 Andrew Beachy

Mailing Address 3108 W 17th Ave

Phone 620 960 6206 Email andrew.beachy955@gmail.com

B. Agent Qaron Beachy

Mailing Address 3950 N Ridge Rd Suite 100 Wichita, KS

Phone 620 899-5400 Email qaron@beachycontracting.com ¹⁶⁷²⁰⁵

(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: ~~CEU~~ construction company

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

See attached deed



4. This property address is: 3108 W 17th Ave

The general location is (use appropriate section):

A. At the _____ (NW, NE, SW or SE) corner of _____ (Road) and _____ (Road) or,

B. On the N (N, S, E, W) side of W 17th Ave (Road) between Wilshire (Road) and dead end (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.

see attach separate sheet



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.

Andrew Beachy
(Owner)

Andrew Beachy
(Owner)

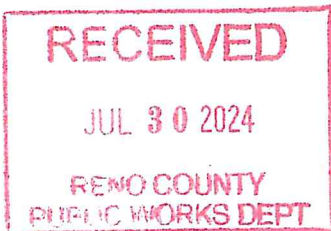
By _____
Authorized Agent (if any)

By _____
Authorized Agent (if any)

OFFICE USE ONLY:

Received by the Zoning Administrator, at 9:30 (A.M.) (P.M.) on this 30th day of July,
2024, together with the appropriate fee of \$300.

Mark Vorech / County Planner II
Name and Title



Operation Plan for 3108 W 17th Ave Hutchinson Kansas

Business Overview:

- The property is utilized for a small-scale business operation involving minor vehicle repairs, vehicle parking, and storage.

Shop Usage:

- The shop is primarily used for basic maintenance tasks and minor vehicle repairs.
- 20% of the shop area is dedicated to storage, including tools, equipment, and small quantities of building materials.

Vehicle Parking:

- Company vehicles are parked on the property, including a truck with a gooseneck trailer.
- A skid loader is parked on the property approximately 30% of the time.

Deliveries and Traffic:

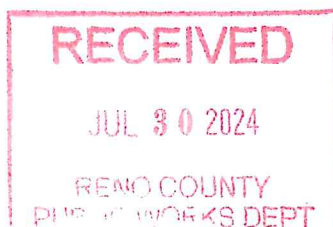
- Building materials are delivered on average twice a month.
- There are no customer visits to the property, ensuring minimal traffic impact.
- Traffic is limited to company vehicles and occasional deliveries.

Outside Storage:

- Some materials are to be stored outside in an orderly manner and moved to the back of the property to maintain the property's appearance and minimize any visual impact on the neighborhood.

• There's no bathrooms in the building

• I request a waiver of loading space





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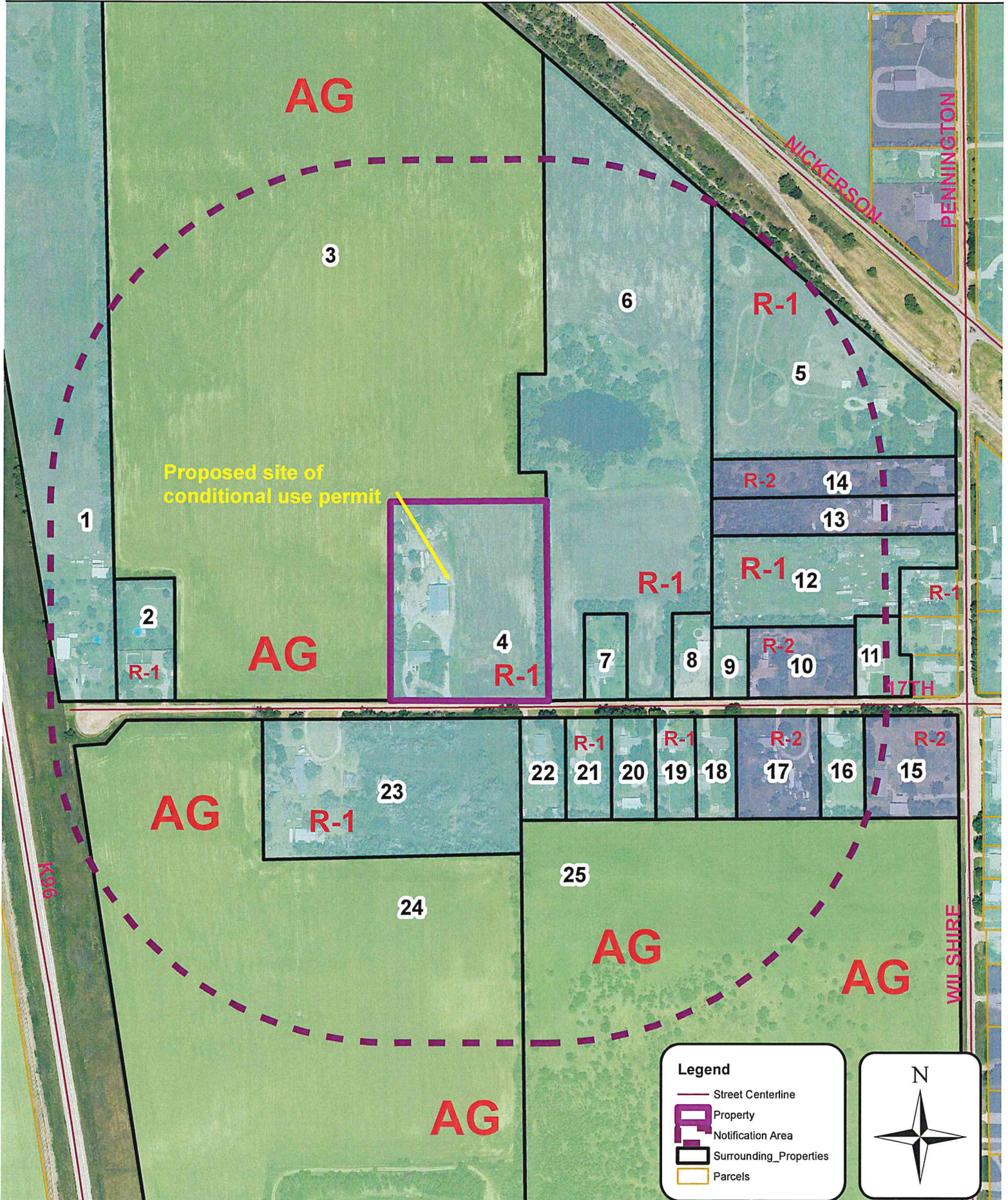


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W 17th Ave

W 17th Ave

Property Ownership/Zoning Map Case #2024-11



Andrew Beachy
Property Ownership List
Case #2024-11

	A	B	C	D	E
1	PO#	PIN	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
2	1	1220400002006000	LUOMA, VICKIE L TRUST	3316 W 17TH AVE HUTCHINSON, KS 67501	3316 W 17TH AVE, Hutchinson, KS 67501
3	2	1220400002007000	COONCE, DAVID W & ANGELA D	3308 W 17TH AVE HUTCHINSON, KS 67501	3308 W 17TH AVE, Hutchinson, KS 67501
4	3	1220400002008000	GREENBUSH SEED & SUPPLY, INC	2600 FLYNN DR PARSONS, KS 67357	00000 W 17TH AVE, Hutchinson, KS 67501
5	4	1220400002009000	BEACHY, ANDREW LYNN	3108 W 17TH AVE HUTCHINSON, KS 67501	3108 W 17TH AVE, Hutchinson, KS 67501
6	5	1220404002001000	NISLY, MARK A & MARGARET L	1711 N WILSHIRE DR HUTCHINSON, KS 67501	1711 N WILSHIRE DR, Hutchinson, KS 67501
7	6	1220404002002000	GARCIA, RODOLFO L & WANDA R	1502 MARLAND ST HUTCHINSON, KS 67501	3000 W 17TH AVE, Hutchinson, KS 67501
8	7	1220404002003000	HIEBERT, RALPH E & TONI R	3300 W 17TH AVE HUTCHINSON, KS 67501-8804	3300 W 17TH AVE, Hutchinson, KS 67501
9	8	1220404002004000	COLLYMORE, MARK	3100 W 17TH AVE HUTCHINSON, KS 67501	3100 W 17TH AVE, Hutchinson, KS 67501
10	9	1220404002005000	BURGESS, WILLIAM D & NANCY J	2906 W 17TH AVE HUTCHINSON, KS 67501-8801	2906 W 17TH AVE, Hutchinson, KS 67501
11	10	1220404002006000	KLUG, SHAWN A & AMBER H	2902 W 17TH AVE HUTCHINSON, KS 67501	2902 W 17TH AVE, Hutchinson, KS 67501
12	11	1220404002008000	BADGETT, BRANDON	7008 N MONROE ST HUTCHINSON, KS 67502	2808 W 17TH AVE, Hutchinson, KS 67501
13	12	1220404002011000	COONCE, DANNY J	3316 W 17TH AVE HUTCHINSON, KS 67501	00000 N WILSHIRE DR, Hutchinson, KS 67501
14	13	1220404002012000	CRICK, MARK A & DONNA M	605 E. 43rd Avenue Hutchinson, KS 67502	1705 A N WILSHIRE DR, Hutchinson, KS 67501
15	14	1220404002013000	DEBERRY, STEPHEN E & GAIL M	1707 N WILSHIRE DR HUTCHINSON, KS 67501	1707 N WILSHIRE DR, Hutchinson, KS 67501
16	15	1220901001001000	STEWART, JOHN E	1605 N WILSHIRE DR HUTCHINSON, KS 67501	1605 N WILSHIRE DR, Hutchinson, KS 67501

Andrew Beachy
Property Ownership List
Case #2024-11

	A	B	C	D	E
17	16	1220901001002000	STEWART, JOHN E & MARY A	1605 WILSHIRE DR HUTCHINSON, KS 67501	2815 W 17TH AVE, Hutchinson, KS 67501
18	17	1220901001003000	SWIFT, NATHANIEL P	C/O GREEN, CATHERINE 626 W 13TH AVE HUTCHINSON, KS 67501	2903 W 17TH AVE, Hutchinson, KS 67501
19	18	1220901001004000	TROYER, JOHN O & KAREN J	2909 W 17TH AVE HUTCHINSON, KS 67501	2909 W 17TH AVE, Hutchinson, KS 67501
20	19	1220901001005000	DOWSEY, CHRISTOPHER VAN	2915 W 17TH AVE HUTCHINSON, KS 67501	2915 W 17TH AVE, Hutchinson, KS 67501
21	20	1220901001006000	MAST, MARVIN E & LOIS J	2609 N. MAIN ST. HUTCHINSON, KS 67502	3201 W 17TH AVE, Hutchinson, KS 67501
22	21	1220901001007000	BARTON, JEREMY P & NICOLE C	3007 W 17TH AVE HUTCHINSON, KS 67501	3007 W 17TH AVE, Hutchinson, KS 67501
23	22	1220901001008000	MARTIN, NATHANIAL C & JENNA D	3013 W 17TH AVE HUTCHINSON, KS 67501-8821	3013 W 17TH AVE, Hutchinson, KS 67501
24	23	1220901001009000	FRANK, VICKIE L	3319 W 17TH AVE HUTCHINSON, KS 67501	3319 W 17TH AVE, Hutchinson, KS 67501
25	24	1220901001010000	GREENBUSH SEED & SUPPLY, INC	2600 FLYNN DR PARSONS, KS 67357	00000 W 17TH AVE, Hutchinson, KS 67501
26	25	1220901001011000	EPSTEIN, AUDREY RUTH	4918 STATE LINE SHAWNEE MISSION, KS 66205	1101 N WILSHIRE DR, Hutchinson, KS 67501



**BOARD OF ZONING APPEAL ORDER
CASE NUMBER 2021-01**

WHEREAS, pursuant to Article 17-104(3) of the Zoning Regulations of Reno County, Kansas, Andrew Beachy has requested a Special Exception to permit the construction of an accessory building which when combined with other accessory buildings, exceeds 2,000 square feet in the R-1 – Rural Residential District, on property containing approximately 6.23 acres, located at 3108 W. 17th Avenue, Hutchinson, KS 67501 and legally described as follows:

A tract of land located in the SE ¼ - of Section 4, T23S, R6W of the 6th P.M., in Reno County, Kansas as more fully described on that trustee's deed filed in Book 676 on Page 312 of the Office of Reno County Register of Deeds on June 30, 2020 which is incorporated herein by reference as if more fully set out; and

WHEREAS, proper notice as required by statute and by the rules of the Reno County Board of Zoning Appeals was given on January 21, 2021 and,

WHEREAS, the Reno County Board of Zoning Appeals, at the meeting of February 18, 2021, considered said application; and,

WHEREAS, the Reno County Board of Zoning Appeals has proper jurisdiction to consider said request for a Special Exception under the provisions of Article 17 of the Zoning Regulations of Reno County, Kansas; and,

WHEREAS, the Reno County Board of Zoning Appeals has found the granting of the Special Exception will not adversely affect the rights of adjacent property owners or residents; and,

WHEREAS, the Reno County Board of Zoning Appeals has found the Special Exception desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare; and,

WHEREAS, the Reno County Board of Zoning Appeals has found the granting of the Special Exception desired is in conformance with the general spirit and intent of the Reno County Zoning Regulations.

NOW, THEREFORE, BE IT ORDERED by the Reno County, Kansas, Board of Zoning Appeals, this request for a Special Exception to allow the construction of an accessory building, which when combined with other accessory buildings, exceeds the allowable 2,000 square feet of total accessory buildings in the R-1 – Rural Residential District on property located at **3108 W. 17th Avenue** be approved; said property being legally described above and said Special Exception being subject to the following conditions:

- 1. Approval is for a not to exceed 50' x 72' x 16' or 3,600 sq. ft. accessory structure as per the submitted site plan.**

2. Accessory structure shall only be used for non-commercial/non-industrial purposes without an approved conditional use permit.
3. Accessory structure shall not be used as a single-family dwelling except as authorized by the Zoning Regulations.

ADOPTED AT RENO COUNTY, KANSAS, this 18th day of February 2021.



Russ Goertzen, Chairman

ATTEST:



Mark Vonachen, Secretary



RENO COUNTY ZONING PERMIT



PERMIT NO: 7834

PARCEL: 1220400002009000

Name: Andrew Beachy

Contractor: Same

Address: 3109 W 17th Ave

Address: _____

City: Hutchinson KS Zip: 67501

City: _____ Zip: _____

Phone: 620 960 6206

Phone: _____

BUILDING SITE AND STRUCTURE

Location of Property: 3109 W 17th Ave Hutchinson KS 67501

Subdivision: _____ Lot: _____ Block: _____

Legal Description: SE 1/4 Sec: 4 Twp: 23 S Range: 6 W

Building New: Move On: _____ Existing: _____ Use: Shed

of Bathrooms: 1 Site Dimensions: 6.23 acres Building Dimensions: 50W x 72L x 16H

Estimated Value of Structure: \$28,000 Fee: \$50 Zoning: R-1

PERMITS

SEPTIC SYSTEM PERMIT WATER SYSTEM PERMIT ENTRANCE PERMIT FLOODPLAIN PERMIT

Required: _____ Not Required: Required: _____ Not Required: Required: _____ Not Required: Required: _____ Not Required:

SETBACKS	COMMENTS
Front: <u>30ft</u>	_____
Side: <u>10ft</u>	_____
Rear: <u>20ft</u>	_____

NOTES

- Reno County does not enforce building codes, but it is recommended that all construction comply with standards as set forth in the Uniform Building Code (UBC); Uniform Plumbing Code (UPC); National Electrical Code (NEC); Uniform Fire Code (UFC).
- FLOODPLAIN REQUIREMENT: After the lowest floor (including basement) has been completed, the Elevation and/or Flood proofing Certificate verifying "As Built Elevations" will be returned to the PLANNING AND ZONING DIVISION BEFORE ANY FURTHER CONSTRUCTION OCCURS.
- An Entrance Permit is required from the Reno County Public Works Department to construct an entrance across county road right-of-way. Contact your township official to construct an entrance across township road right-of-way.

Signed: Andrew Beachy Date: 2-22-21
Owner or Authorized Representative

Permit approved by: Max Unocha Date: 2/22/21
Name

COMMENTS: Approved as per Case #2021-01

**FLOODPLAIN MAP CHECK
for Unincorporated
Areas of Reno County, Kansas**

Name: Andrew Beachy

Address: 3108 W. 17th Avenue

Subdivision:

Lot:

Block:

Legal Description: SE 1/4 Sec: 4 Twp: 23 S Rge: 6 W

Reason for Map Check: Building Permit

Map Number 20155C0: 278 ~~B G~~

Person or Firm Requesting Information: Andrew Beachy

Is this property within a special flood hazard area as shown on the official Reno County Flood Insurance Rate Maps?

Comments No flood plain. Protected by the levee

Map Checked By MV

Reno County Planning Department

Date: 2/22/2021

Insurance related questions may be answered by calling FEMA's (Federal Emergency Management Agency) Insurance Servicing Agent toll-free at 1-800-638-6620 or visit their website at www.floodsmart.gov

Questions regarding the Resolution Document may be directed to the Planning and Zoning Dept. at (620) 694-2978.

465' NORTH PROPERTY LINE

2588 SF

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JAN 05 2021
RENO COUNTY
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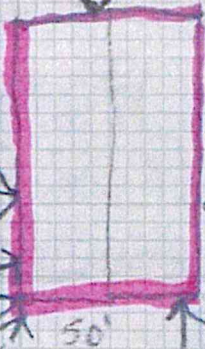
265'

NEW SHED - 3600 SF

98'

72'

30'



West
580' lot

580'

East
580' lot

SEPTIC

12'

WELL

115'

133'

48'

50'

HOUSE - 2307 SF

115'

186' ML

↑
NORTH

W 17th AVE

SOUTH



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

June 29, 2023

Andrew Beachy
3108 W. 17th Avenue
Hutchinson, KS 67501

Re: 3108 W. 17th Avenue
PIN: 1220400002009000
Zoning Violation

Dear Mr. Beachy:

Reno County records indicate you are the current owner of the above-mentioned property.

It has come to the attention of this office that a commercial building construction business is operating out of an accessory building on your property at 3108 W. 17th Avenue. The property is currently zoned R-1 – Rural Residential District. A contractor’s shop and/or yard, including construction equipment and/or material storage areas is not a permitted land use in the R-1 zoning district without the issuance of a conditional use permit.

The purpose of this letter is to inform you of the current zoning violation related to the operation of this commercial business. The R-1 zoning district does not list a contractor’s shop and/or yard, including construction equipment and/or material storage areas as a permitted use by right.

Article 15-105(17) of the Reno County Zoning Regulations lists “Contractor’s shop and/or yard, including construction equipment and/or material storage areas” as requiring a conditional use permit in the R-1 zoning district. Other non-residential activities not listed under Article 15-105 also require a conditional use permit.

A review of the property record file indicates there is no conditional use permit on file for a contractor’s shop and/or yard, including construction equipment and/or material storage areas or other non-residential activity.

On June 2, 2023, this office received a complaint from neighbors that a construction company is operating out of an accessory building. Several employee vehicles are parking in front of the building and construction materials are being delivered to and from the building frequently. A field inspection to verify the complaint was conducted on June 6, 2023, and found several vehicles parked in front of the building and a large quantity of roofing trusses laying in an open area.

The following action is required of you within 30 days of receipt of this letter:

1. Apply for a conditional use permit for this commercial land use.

As an alternative, you may:

1. Cease operation of a contractor's shop and/or yard, including construction equipment and/or material storage areas. If the building is returned to an agricultural or residential land use, no conditional use permit is required and the violation will be dismissed.

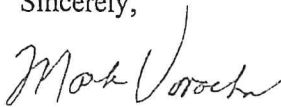
On January 5, 2021, you applied for a special exception to construct a 50' x 72' x 16' residential accessory building. After a public hearing, the Board of Zoning Appeals granted your request to construct the residential accessory building on February 18, 2021, by a 6-0 vote. A zoning permit was issued to you on February 22, 2021, for the residential accessory building in accordance with the BZA order. I have included a copy of the BZA order which outlines the conditions of approval.

If you choose to apply for a conditional use permit, contact me to learn more about that process and the requirement to file a request. There is no guarantee a conditional use permit will be approved by the Board of County Commissioners.

If after 30 days of receipt of this letter no action has occurred, this office will refer this case to the Reno County Counselor for potential legal action.

If you believe the information or inspection results are incorrect or wish to discuss this matter further, you may contact me at the above number, at 620-694-2978 or email me at mark.vonachen@renogov.org.

Sincerely,



Mark Vonachen, CFM
County Planner II

Cc by email: Don Brittain, Director of Public Works
Patrick Hoffman – County Counselor

Enc. BZA order



06/06/2023



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

Don Brittain, Director

Date: September 26, 2024

To: Reno County Board of County Commissioners

From: Mark Vonachen, CFM – County Planner II

Subject: Case #2024-11 – Andrew Beachy (Applicant: Aaron Beachy), Legal Description: Approximately 6.23 acres of land located in the SE ¼ - Section 4 – T23S, R6W in Reno Township and further described as being located on the north side of W. 17th Avenue approximately 1,500 feet west of the intersection of W. 17th Avenue and N. Wilshire Drive. The address is 3108 W. 17th Avenue. PIN#: 1220400002009000.

Who: Owner: Andrew Beachy
3108 W. 17th Avenue, Hutchinson, KS 67501

What: This is a conditional use permit request to bring an existing construction company and minor vehicle repair business into compliance with the zoning regulations. The floodplain designation for the property is Shaded Zone X which is an area with reduced flood risk due to the levee and also the .2% annual flood hazard chance.

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 continuing to operate a construction company and minor vehicle repair business. 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 (Mr. Aaron Beachy) requests a conditional use permit for the purpose of bringing an existing construction company and minor vehicle repair business into compliance with the zoning regulations.

The property is utilized for a small-scale business operation involving minor vehicle repairs, vehicle parking, and storage. The shop is primarily used for basic maintenance tasks and minor vehicle repairs. Twenty percent of the shop area is dedicated to storage, including tools, equipment, and small quantities of building materials.

Company vehicles are parked on the property, including a truck with a gooseneck trailer and a skid loader. Building materials are delivered on an average of twice a month. There are no customer visits to the property. Traffic is limited to company vehicles and occasional deliveries.

Some materials will be stored outside in an orderly manner and moved to the back of the property to maintain the property's appearance and minimize any visual impact on the neighborhood.

On January 5, 2021, the owner, Mr. Andrew Beachy, applied to the BZA for a special exception to construct a residential accessory building which exceeded the maximum square footage permitted on the property. The owner stated the purpose of the special exception is to construct a "Residential shed that is 50 w x 72L x 16H".

The following two paragraphs are taken from the approved minutes of the BZA public hearing held on February 18, 2021

"Andrew Beachy, 3108 W. 17th Ave., Hutchinson, KS 67502, proposes to construct a 50' x 72' x 16' accessory building. He would like an enclosed building to work on and park his truck. He would also complete other residential tasks inside the building. He plans to build a "man cave" for leisure activities. He does not have an enclosed accessory building on his property, and he will use this one for storage and as a climate-controlled workspace."

The staff report noted:

In a phone conversation with Mr. Beachy discussing the application and the public hearing procedure he indicated he operates a construction business out of the single-family dwelling. Staff discussed with Mr. Beachy the specifics of the business and the difference between a home occupation business and a business requiring a conditional use permit. Mr. Beachy understands that using this proposed residential building for his business (is) in a violation of the zoning regulations. Storing work trucks, construction equipment, constructing building components, or construction materials is not permitted within the building and would be considered a zoning violation.

On February 18, 2021, the BZA approved of the special exception request to construct a residential accessory building by a 6-0 vote.

On February 22, 2021, a zoning permit was issued to the owner to construct a 50'x72'x16 residential shed as per the BZA approval.

On June 2, 2023, staff received a complaint from neighbors that a construction company is operating out of the accessory building. The complaint stated several employee vehicles are parking in front of the building and construction materials are being delivered to and from the building frequently. On June 2, 2023, staff conducted a field inspection to verify the complaint. Subsequently, on June 29, 2023, a violation letter was written to the owner of the property stating to apply for a conditional use permit or cease operation of a construction company.

Due to the owner's lack of cooperation in ceasing operation of the construction company or applying for a conditional use permit, staff filed a lawsuit in Reno County District Court seeking enforcement of the zoning regulations.

The lawsuit is on hold until a decision is made on the conditional use permit application. If the conditional use is approved, the lawsuit will be withdrawn because the property will be in compliance with the zoning regulations. If the conditional use is denied, the lawsuit will move forward until the owner ceases operation of a construction company and the building is again returned to a residential use.

**SUMMARY OF RELATED REQUIREMENTS FOR:
A CONSTRUCTION COMPANY AND MINOR VEHICLE REPAIR BUSINESS 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 shall meet the following minimum setbacks:

Front Yard: 30' from W. 17th Avenue.

Side Yard: 10' from the west and east property lines.

Rear Yard: 20' from the north property line.

The building complies with the minimum setback requirements.

Any building used for agricultural purposes is exempt from any side and rear yard setback requirements.

3. **Performance Standards – Article 9**

The following performance standards are found under Article 9-103 and Article 9-104 and are relevant to the issuance of a conditional use permit for a private dining hall:

- Agricultural uses are permitted with no restrictions as to operation of such vehicles or machinery as are customarily incidental to such uses, and with no restrictions to the sale or marketing of products raised on the premises.

- 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.
- Any manufacturing or assembly of products shall be entirely within a totally enclosed building, unless otherwise authorized.
- 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.

All performance standards listed above shall be enforced if the conditional use permit is approved. Any deviation from the performance standards must be shown on the approved site plan or discussed in the applicant's plan of operation. The Planning Commission will have the authority to recommend deviation from the standards listed above with the County Commissioners having the authority to approve the deviation from the performance standards.

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

The zoning regulations require the owner to provide one parking stall per 300 square feet of floor area for a construction company and vehicle repair business.

The owner constructed a 3,600 square foot building. The owner is required to provide 12 parking stalls. The submitted site plan shows four areas for customer and employee parking. The site plan does not indicate how many vehicles can be parked in those areas. The owner should be required to demonstrate 12 parking stalls can be provided. Each parking stall is required to be 9' x 19' or 171 square feet in size.

The plan of operation indicates no customers visit the property. Staff is unsure how minor vehicle repairs occur on the property without customers delivering their car for the repairs.

Article 10-104 requires the following design standards be applied to all parking spaces and driveways:

1. An off-street parking space is an all-weather area not in a street or alley, being a minimum of 9 feet by 19 feet, exclusive of driveways or access drives, permanently reserved for the temporary storage of one motor vehicle and connected with a street or alley by an all-weather driveway which affords satisfactory ingress and egress for motor vehicles.

2. Entrances or exits for all parking facilities shall comply with the requirements of the County Engineer (In this particular situation, the entrance to the property is off a township road so Reno Township has the review authority).

3. 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 alongside 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.

Based on the site plan, staff is uncertain the construction company and minor vehicle repair business complies with the parking requirements. There is a single-family dwelling across W. 17th Avenue so additional screen will need to be provided as required by the regulations unless recommended for a waiver by the Planning Commission.

The driveway and parking areas are not required to be paved since this commercial land use is adjacent to a dirt road.

The Planning Commission or Governing Body may require parking stalls and access drives be professionally designed if there are concerns with proper drainage, the number of parking stalls for customers, or parking stalls to accommodate buses.

Staff concludes there should not be any drainage concerns with the current parking areas. The property is approximately six acres so any drainage problems should remain on the owner's property based on the location of the building and parking areas. No drainage plan should be required for the parking area.

These proposed land uses require one loading space be installed which is a minimum of 12' x 35' x 11' of clearance.

The owner has requested a written waiver of this requirement verbally stating to staff that their deliveries of construction materials does not require the use of this type of loading space. Their largest deliveries will be no different than UPS, USPS, or passenger size trucks and trailers. They will not have semi-truck deliveries.

Staff recommends the owner provide verification twelve parking spaces will be provided and submit a revised site plan. Additional parking spaces may be required by the Planning Commission after the public hearing testimony and the number of employees and customers is discussed. Staff recommends granting the owner's request for a waiver from the loading space requirement based on staff's reasons and the owner's reasons listed in the staff report.

5. **Sign Requirements – Article 12**

According to the site plan submitted, no signs are proposed to be located on the property. No sign shall be located in the road right-of-way.

No sign permit is required for any sign. However, any future sign shall meet all applicable requirements of Article 12.

6. **Landscaping**

The County generally has no specific requirements in the zoning regulations regarding landscaping. The site plan shows no additional landscaping being placed on the property.

Additional screening may be required through the conditional use permit review process. The Planning Commission can require landscaping, buffering, and screening installed to lessen the impact of a development on a neighborhood. There are single-family dwellings across the road and to the east of the property which could be impacted by additional traffic, car lights, noise, dust, or other activities on the parcel.

This parcel has a significant tree row on the east property line. There are no trees on the owner's property along the road right of way which could assist in lessening the impact of this land use. There are also no trees or screening around the accessory building.

Staff recommends the Planning Commission consider additional screening to lessen the impact of this land use on the neighborhood. The Planning Commission could also consider other conditions of approval to lessen an impact on the neighborhood such as no outside storage.

7. **Lighting**

The submitted site plan shows one light on the south side of the building and one light on the west side of the building. No additional lighting is shown on the site plan.

Based on the location of the building and the parking area any lights used for the building or parking area will not shine on an adjacent property or on the road.

8. **Fencing**

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

The site plan does not indicate a perimeter fence will be installed. No fence may be installed in the road right of way or a public alley.

Since this is not a corner parcel, there are no sight triangle concerns.

Staff recommends any fence be installed at the owner's discretion. The Planning Commission may recommend a fence be installed to lessen any visual impact of the development on the neighborhood.

9. **Height Limitations – Article 13**

The maximum height for any building in the R-1 District is 35 feet.

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 and multi-family residential 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 may not be consistent with the intent and purpose of these regulations. This business is located near the end of a dead-end road. All employees, travelling to and from the property, all deliveries of materials travelling to and from the property, and any customers requesting minor vehicle repairs must travel down this narrow township dirt road and residential neighborhood consisting of sixteen parcels. The construction company and minor vehicle repair traffic poses an undue hazard to this residential neighborhood because there is no other access point to avoid this residential neighborhood. This type of business is incompatible with a residential neighborhood.

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 facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public improvements and services, and to carry out the goals and objectives as set forth in applicable laws of the State of Kansas and the Comprehensive Plan for Reno County, Kansas.
- To inform the public regarding future development in Reno County, thereby providing a basis for wise decision with respect to such developments.

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

To the north and west of this parcel is agricultural land zoned AG.

To the east is an 18-acre parcel zoned R-1. This parcel has a small cabin located on the north side of the parcel. Further to the east are several small parcels zoned R-1 and R-2 and contain single-family dwellings.

Also under consideration with this analysis is the number of single-family dwellings and Reno Valley School located at the intersection of W. 17th Avenue and N. Wilshire Drive.

As previously stated, this construction business employs numerous people, as evidenced by the picture dated June 6, 2023, that travel to this property once a day. Building materials are delivered down this dead-end road at least twice a month. Employees then leave to go to a job site with a company truck and return at the end of the day to pick up their vehicles. All of this additional traffic could lead to unnecessary dangerous situations with vehicles travelling the opposite direction, vehicles backing out of a driveway, or pedestrians walking down the road. This road is narrow and not designed for commercial vehicle traffic.

The operation of a “minor vehicle repair” business is a land use staff was unaware of that is occurring on the parcel. The plan of operation does not go into detail what is involved with this land use. The operation of a minor vehicle repair business involves additional customers travelling to the property seeking the services offered. This land use only adds to the traffic travelling down this dead-end road.

Without these land uses occurring on the property, there would be no unnecessary traffic travelling down this dead-end road. Only the people that own property or visiting an owner of a property would have a reason to travel down the road.

The intensity of this current land use, in addition to the unknown intensity of the minor vehicle repair land use, is too severe given the fact that W. 17th Avenue is a dead-end road and the numerous single-family dwellings are located along this road as well as N. Wilshire Drive.

Staff concludes utilizing this parcel as a construction company land use and a minor vehicle repair business land use has an unnecessary impact and could be considered not compatible with the surrounding neighborhood for the reasons stated in the staff report.

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.*

An undue burden on existing transportation services is anticipated if the conditional use permit is approved. The road is a legally open township road. The additional traffic may cause the township to have to spend additional hours and expenses maintaining the dead-end road than they normally would not have to spend if the business was not located there. The applicant does not indicate whether semi-trucks are used to deliver materials to the location. This type of delivery vehicle could unnecessarily impact the township road and residential neighborhood.

Any new driveway entrance or expansion of the existing driveway entrance may require approval from Reno Township.

This property is served by a private wastewater system and a private well. No public sewer or public water is available. The owner has indicated there are no bathrooms in the building.

Staff concludes the proposed construction company and minor vehicle repair business could place an undue burden on the existing transportation system but not on the other service facilities for the above stated reasons.

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

There is no indication this area is transitioning to different land uses. The predominant land use in the area is single family residential. There are three parcels in the area that are being utilized for agricultural operations. Reno Valley Middle School is also located at the southeast corner of N. Wilshire Drive and W. 17th Avenue. There are no parcels operating a legal conforming commercial or industrial land use.

Staff concludes the proposed use is not 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.*

This property is not vacant. Mr. Beachy received a zoning permit on February 22, 2021, to construct a new residential shed. This new shed was an improvement to the already existing single-family dwelling and other accessory buildings on the property.

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

This parcel is approximately 6.23 acres of land. The parcel is served by a private wastewater system and private well although the owner states no wastewater system is necessary for the building. There is a wastewater system for the single-family dwelling. According to the site plan, no future buildings are proposed for the property. There is adequate space on the parcel to construct additional buildings on the property if desired. Adequate space is also available should the wastewater system need to be relocated or a separate wastewater system installed for the building. If it is determined this land use is appropriate for this area, there is adequate space on the parcel to accommodate the proposed land uses and parking requirements without the need to obtain a waiver or variance.

Staff concludes the property is suitable for the proposed use as presented by the owner.

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 the following objectives indicate this proposal may be 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 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.

Other Socio-Economic, Transportation, and Land Use Goals may indicate this proposal may not be 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 area of the County so full utility support from the cities may occur and the tax base for the city also grows.
- 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.
- Ensure that future development occurs in a timely fashion and is adequately served by roads and other public facilities and services.
- 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 objectives not listed here may appear to be in favor of or against the petition. When reviewing these and all other relevant objectives, staff concludes at this time, non-compliance with the Comprehensive Plan outweighs compliance based on the reasons listed

under this Factor. This dead-end road is not the proper location for a business because all business activities have to travel through a residential neighborhood. This neighborhood also contains a middle school where there are numerous vehicles picking up and dropping off children. These types of businesses negatively impacts the neighborhood. Businesses similar to these proposed should be located in a commercial corridor or industrial park with other like businesses and away from residential neighborhoods.

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.*

When reviewing this factor, staff concludes this type of land use does not provide any gain to the public health, safety, and general welfare. Currently, W. 17th Avenue is a dead-end residential road. Adding a commercial land use, that include deliveries of materials to the site by large trucks and semi-trucks, additional noise, and employee traffic places the people living along this narrow dirt road in harm's way because this additional traffic would otherwise would not be present if the businesses was not located there. The normal expectation of living in a residential neighborhood is being disrupted by these businesses. Since the specifics of a minor vehicle repair business was not disclosed by the owner, it is unknown what kind of safety issues could arise from this type of land use. However, the concerns would be similar to any other type of commercial land use located along a dead-end road that travels through a residential neighborhood. It is not appropriate to place this type of land use where the only entry and exit to the businesses is through a residential neighborhood.

There is little to no hardship on the owner. The owner can still utilize the property for the highest and best use of the land which is a residential land use. The owner may also utilize the accessory building for a residential use as permitted by the BZA. The owner could also propose a different non-residential land use and apply for a conditional use permit.

Staff concludes the relative gain to the public does not outweigh the hardship imposed on the applicant by not upgrading the value of the property by approving the 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.*

The Planning Commission could consider limiting the hours of operation, the type of vehicles, the number of employees, the location of any outside storage, the amount of lighting, or adding fencing and screening. However, these types of conditions could be hard to enforce and regulate on an ongoing basis. Any restrictions may not help with the disruption these businesses are causing to the residential neighborhood.

Staff concludes that no amount of conditions or restrictions placed on the property can be approved and implemented and still not adversely affect the surrounding properties.

Placing many conditions of approval could cause an enforcement issue for Planning Staff to constantly monitor the land use.

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

As stated earlier in this report, Mr. Andrew Beachy applied for a special exception to construct a “Residential shed that is 50 w x 72L x 16H”. The application was signed on and accepted by Planning Staff on January 5, 2021. It is unclear in the conditional use permit application whether the intent all along was to construct a commercial building or if plans changed and the owner/applicant did not check with Planning Staff to determine if the building could be legally converted to a commercial land use.

This conditional use permit case is the main reason the requirement to obtain a special exception from the BZA to construct a large building exceeding the maximum square footage permitted on a property was placed in the Zoning Regulations. Planning staff was receiving complaints from citizens that other citizens were constructing a large building and then operating a business out of the building. Requiring a special exception accomplished two objectives. The first objective was to notify surrounding property owners that a large building could be constructed in the area and permit citizens to come to a public hearing to learn more about the proposal. The second objective was that the public hearing puts on record exactly how the building will be used. The special exception application and the record showed this will be a residential use shed.

Every special exception approved by the BZA includes a condition of approval which states that the “Accessory building shall only be used for non-commercial/non-industrial purposes without an approved conditional use permit.”

The plan of operation does not explain in any detail what is involved with minor vehicle repairs. It is assumed minor vehicle repairs also could include changing of fluids. If so, how are those fluids disposed of? If repair parts are necessary to fix cars, how are the parts delivered? How many employees operate this business? What is the average number of customers per day/week? What are the hours of operation? Are vehicles towed to the property for repairs? Are wrecked vehicles kept on site to use for spare parts? Are all of the fluids drained out of the wrecked cars top prevent ground contamination? How are fluids disposed of? All of these questions should be answered at the public hearing to provide details on this minor vehicle repair business.

The owner was only charged a residential shed zoning permit fee of \$50. If the conditional use permit is approved, a change in use zoning permit is required. The fee for a commercial zoning permit is \$125.

Notices of this proposal were sent to Reno Township and the Hutchinson Fire Department. The Hutchinson Fire Department said they have no comment on the case. No comment were received from the Reno Township.

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

STAFF RECOMMENDATION:

Staff recommends **Denial** of this request for a conditional use permit to bring an existing construction company and minor vehicle repair business into compliance with the zoning regulations on land zoned R-1 based on the following factors:

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. Whether the proposed Conditional Use would be in conformance to and further enhance the implementation of the Comprehensive Plan.
6. 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.
7. 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.
8. Such other factors as may be relevant from the facts and evidence presented in the application.
9. The recommendation of the permanent or professional staff.

This recommendation is based on the land use proposal and not on the fact the businesses are operating without an approved conditional use permit. The staff recommendation would be the same regardless if this was a new proposal or one that is in violation of the zoning regulations. It is staff's opinion a construction company and minor vehicle repair business are not acceptable land uses for this property.

If the Planning Commission recommends approval of the request, you must base your recommendation on the Factors listed in the report and provide reasons for your recommendation for the public record. The Planning Commission may also attach conditions of approval that could aid in lessening the impact of this development on the neighborhood.

Staff sent letters to 25 different property owners. One person responded 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.

On September 19, 2024, the Planning Commission conducted a public hearing on this petition.

Andrew Beachy, 3108 W. 17th Avenue, Hutchinson, KS 67501, stated he is requesting a conditional use permit for an existing building and business so they can work on their vehicles and it is mostly a storage place for the employees. He is unsure what else the Planning Commission needs to know.

Chairman Goertzen said in 2021 you came before this Board for the ability to construct this shed and since that time your situation has changed. What business are you running? A vehicle repair shop or anything else out of this building?

Mr. Beachy said a construction business. It's a post frame construction business. Mr. Beachy added the vehicle maintenance is not for other people. It is just for company trucks.

Commissioner Seltzer confirmed the vehicle repair business is just to repair company vehicles. There are no outside customers.

Mr. Beachy said yes. There are no outside customers.

Commissioner Seltzer said when the BZA approved the building back in 2021 it was approved as a residential auxiliary building. This Board explained to you what that allowed you to do with the building. It is supposed to be a residential building and not a commercial building. Apparently, you decided to operate a business out of the building anyway whether or not you remembered you were not supposed to operate a business.

Mr. Beachy responded they needed a storage space and as time went on it turned into more of a storage space and then turned into a workshop. It wasn't planned to be this far along but just grew from there.

Commissioner Shafter asked how long the construction company has been in operation,

Mr. Beachy said 2019.

Commissioner Shafer added this pre-dates the previous approval for construction of this building.

Mr. Beachy said yes. Commissioner Shafer asked where was that office in 2021?

Mr. Beachy said it was just residential. They didn't have a lot of materials before that. The materials were out at his partner's place in Arlington.

Commissioner Shafer questioned if the construction company was headquartered in Arlington prior to 2021.

Mr. Beachy said yes. Commissioner Shafer added, when did the business move to the west side of Hutchinson?

Mr. Beachy said about 2019 or 2020 when he moved to Hutchinson.

Commissioner Strand asked what kind of activity happens around your yard and this building related to the construction company.

Mr. Beachy said not a whole lot of activity. Mostly the main reason was for guys to show up at the shop to get into company vehicles and leave for the job sites again. Most of the traffic is morning and evenings. He is not part owner of the company anymore. Aaron Beachy is here today and is the owner and can tell you more about what is going on around the building.

Chairman Goertzen asked how many employees there are at the business.

Mr. Aaron Beachy introduced himself and said they have a bunch of vehicles that park at the property and there are materials on the property that are left over from other jobs. There are around 12 employees. The majority of them do not go there on a daily basis. There is usually perhaps one or two employees that will go there on a normal day.

Commissioner Macklin questioned the nature of the construction company. Do you build houses, buildings, or highways?

Mr. Beachy stated they build primarily steel buildings, pole barns, and barndominiums. Most of the time the employees will travel from their homes to the job sites. What they have used this property for is if they have extra materials or if one of their vehicles needs minor repairs, they will bring the vehicle to the building to work on it.

Commissioner Shafer asked if the trucks are stored inside or outside.

Mr. Beachy said outside.

Commissioner Schwertfeger questioned if deliveries from delivery vehicles or semi-trucks are made to the area.

Mr. Beachy responded they have minor deliveries made to the property. Typically, not semi-trucks. They have had some semi deliveries but it is not very frequently. Mr. Beachy added a semi-truck may deliver to the area once a month.

Commissioner Seltzer asked if other deliveries are by box truck. Also, do they pull into the driveway and deliver the materials or do they stop out in the road and unload the materials.

Mr. Beachy said if it is a box truck they will drive back to the building.

Commissioner Seltzer commented there are pictures of semi-trucks unloading onto W. 17th Avenue with barely enough room to get around the truck.

Commissioner Strand asked if Mr. Beachy has had any input from neighbors. He drove out there and it is a dead-end street with a turn-around at the end. There are a lot of houses in the area.

Mr. Beachy said he can't think of any but that might be a question for Andrew Beachy. Aaron Beachy has mentioned that he has heard some complaints. They do try to minimize what they do

out there as much as possible. They do not have another facility that we can really use in some scenarios so they have resorted to using this building.

Chairman Goertzen asked Mr. Andrew Beachy to confirm this is his property but he is not part of the building company anymore.

Mr. Andrew Beachy said yes.

Commissioner Macklin asked if there was a residence in the building and if there are restrooms.

Mr. Aaron Beachy said there is a residence on the property but there is no residence in the building. There are no restrooms in the building.

Commissioner Shafer asked if any part of the building is used for personal reasons.

Mr. Beachy said there is an area of the building that Mr. Andrew Beachy has some of his personal stuff in.

Commissioner Seltzer questioned why nobody responded to the violation letter staff sent in June of 2023.

Mr. Aaron Beachy stated he does not remember what happened when that letter was sent.

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

Commissioner Strand questioned how a home occupation business is distinguished between a business requiring a conditional use permit.

Vonachen responded the regulations will permit one additional employee who does not live on the property to be employed and travel to the site. Sometime regulations will say no more than five people can receive the service. A home occupation has to be something where if you drove by the property, you're not going to notice any type of business is being run out of that home. The tipping point is when you start having multiple employees driving down any road, storing building materials outside, or constructing a portion of a shed then hauling those on large trucks out to job sites. This is way beyond the scope of what a home occupation is intended to be used for. There are no concerns if Mr. Beachy wants to run the accounting end of the business out of the home.

After the staff report, Chairman Goertzen asked if there was anyone in the audience that would like to address the Planning Commission regarding this case.

John Troyer, 2909 W. 17th Avenue, Hutchinson, KS 67501 said the main reason most of the residences do not want this conditional use permit issued is because of the significant increase in traffic, semi-trucks, and goose-neck trailers. He agrees with everything Mr. Vonachen said. He also has a petition with 15 signatures on it who do not want the conditional use permit.

The road is a disaster when it rains. They were led astray with the first hearing or they would have opposed the building being constructed from the beginning. As soon as the building was constructed it started being used as a construction business.

(Mr. Troyer did not submit the petition with the signatures for the record).

Mark Collymore, 3100 W. 17th Avenue, Hutchinson, KS 67501 said he is here to plead that the Planning Commission does not let this conditional permit go through. Their employees treat our road like it is their personal racecourse. They drive up and down at 60 mph to 70 mph creating dust and dirt. There are children that live on the street who at any time can walk out in the street and get run over. There are construction vehicles constantly running up and down the road, Beachy Construction trucks coming up and down the road, semi deliveries, and commercial trash trucks coming up and down the road,

This used to be a nice place to live. It is no longer so because of the traffic that has been created by this construction company. He does not like his kids or grandkids to play in my front yard because he is scared to death that they will get run over. If they lose control of these trailers that have a piece of equipment on it, because they are driving so fast, it's going to cause a big problem for every resident who lives on that road. Mr. Troyer and he have talked to the township. The township cannot maintain our road because of their vehicles that constantly tear it up. If it rains or snows, the road has six inches to foot deep ruts caused by their vehicles.

The constant up and down traffic all hours of the day, on the weekends, all hours of the evenings should not have to happen. They have 4-wheelers that go up and down the road. One employee sprayed him with rocks after he asked him to stop driving the 4-wheeler up and down the road. This has turned our neighborhood into a place nobody wants to be if this is going to continue. It is a hard place to live when you have a constant flow of commercial vehicles and traffic.

Karen Troyer, 2909 W. 17th Avenue, Hutchinson, KS 67501, expressed her concerns that if by chance the conditional use permit was allowed, what is the Commission going to do to help maintain the road. It appears to her that he misrepresented from the beginning what his intent was for the building. She prefers the road no longer be that busy. If it is going to be that busy, what is going to be done to maintain the road so it returns to a condition prior to the business re-locating in 2021. Dirt roads are never perfect; however, it's continually getting worse. The township road maintainer has said it is difficult to keep the road in a good condition. It is passable and drivable in good weather conditions. The road is ugly during the rain and snow. The road conditions caused by this increase in traffic and the increase in semi-truck traffic that come with the trusses or the heavy equipment is what she would like the Commission to consider how the road is going to be maintained to an acceptable standard.

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

Mr. Beachy did not provide any rebuttal statements.

Due to technical difficulties, staff requested permission to conclude his slide presentation.

The chair granted permission to continue the slide presentation.

Staff concluded his presentation by stating for the record he has no official rebuttal statements.

Commissioner Macklin stated to the owner that he received the violation letter from staff in June of 2023 stating Reno County had concerns with the use of the building. Commissioner Macklin questioned if Mr. Beachy wanted to add any more information because over a year has passed and he has chosen not to respond to the County's inquiry.

Mr. Aaron Beachy stated he should have acted at that time and discontinued the business traffic and operations at the facility.

Commissioner Strand it appears the business has grown more than they anticipated. Maybe it is time to find a different location with the success they are having.

Chairman Goertzen asked if there were any other questions from the Planning Commission.

There were none.

Chairman Goertzen closed the public hearing.

Commissioner Strand asked if the conditional use permit is denied, what is the timeline for this situation to be corrected.

Vonachen replied if the County Commissioners deny the conditional use permit, the owner will have to cease operations at this property immediately. If the operations do not end, the lawsuit will continue and it will be up to the Judge to determine how long to give the owner to cease operations. It is out of staff's control on how long to give the owner. Once it is in the court system it is up to the Judge to determine when operations must end.

Vice-Chairman Martin noted the homeowner does not own the business anymore so this make the situation a commercial rental, whether any rent is paid or not. With this current situation it can't be considered a home occupation.

Commissioner Shafer visited the property and also the surrounding area prior to the public hearing. He could not find any other similar type of land use in the area. Regardless of the past history of this property and how we got to this point in time, it does not look like a land use that exists in this neighborhood or any other similar neighborhoods in the area. The township roads in that area aren't designed for a commercial rental and he does not believe it is a good fit for the neighborhood.

Chairman Goertzen is a firm believer in being able to do what you want on your property. He is also a firm believer in being a good neighbor. He agrees with Commissioner Shafer that this land use does not fit. He also agrees with Vice-Chairman Martin that with the business owner not owning the property, it feels like a commercial property which does not fit the neighborhood.

Commissioner Seltzer moved that case number 2024-11, the request by Andrew Beachy (Applicant: Aaron Beachy) requesting a conditional use permit from the Reno County Zoning Regulations to bring an existing construction company and minor vehicle repair business into compliance on a parcel of land zoned R-1 – Rural Residential District be denied based on the

nine factors listed in the staff report and as heard at this public hearing; seconded by Commissioner Macklin. The motion passed by a 6-1 vote. (Yes: Strand, Shafer, Seltzer, Macklin, Martin, and Goertzen; No: Schwertfeger).

Commissioner Schwertfeger noted for the record she misunderstood the motion. She wishes to vote yes on the motion to deny the conditional use permit 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 and the Planning Commission the conditional use permit request for further information.
5. Table the request for further study.

ACTION REQUIRED

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

ATTACHMENTS

- Application
- Site plan
- Zoning and property ownership map
- BZA order
- Zoning permit
- Violation letter
- Photograph
- Comments



Comments
Andrew Beachy
Case #2024-11

RENO COUNTY DEPARTMENTS

Darcy Basye, Environmental/Utilities Superintendent

No comments from Environmental. Thank you!!

Sean Gard, Environmental Specialist

No comments

OTHER AGENCIES

Jeremy Unruh, Division of Chief of Operations, Hutchinson Fire Department

Hutch Fire has no issues.

WRITTEN PUBLIC COMMENTS – IN FAVOR OF THE PETITION

None

WRITTEN PUBLIC COMMENTS – NEUTRAL ON THE PETITION

None

WRITTEN PUBLIC COMMENTS – AGAINST THE PETITION

John & Karen Troyer, 2909 W. 17th Avenue, Hutchinson, KS 67501

Mark,

Just realized I failed to send you these pictures ... sorry. Let me know if you have any questions.

--John Troyer





RESOLUTION 2024-

A RESOLUTION DENYING A CONDITIONAL USE PERMIT TO BRING AN EXISTING CONSTRUCTION COMPANY AND MINOR VEHICLE REPAIR BUSINESS INTO COMPLIANCE WITH THE ZONING REGULATIONS ON A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 6 WEST OF THE 6TH P.M. IN RENO COUNTY, KANSAS

WHEREAS, Andrew Beachy, by and through, Aaron Beachy, applied for a Conditional Use Permit to bring an existing construction company and minor vehicle repair business land use into compliance with the Zoning Regulations upon a defined parcel of land more particularly described as follows:

A tract located in the SE ¼ of Section 4, T23S, R6W of the 6th PM., in Reno County, Kansas as more fully described on that trustee's deed filed in Book 676 on page 312 of the Office of Reno County Register of Deeds on June 30, 2020, which is incorporated herein by reference as if more fully set out; and

WHEREAS, said parcel is currently zoned R-1 – Rural Residential District for residential use in accordance with the Reno County Zoning Regulations; and a construction company and minor vehicle repair business land use are permitted in the R-1 Zoning District with a Conditional Use Permit; and

WHEREAS, the Reno County Planning Commission conducted a public hearing on the Application on September 19, 2024, following satisfaction of all notice requirements for such hearing as required by K.S.A. 12-757; and

WHEREAS, at the public hearing all interested parties in attendance were provided an opportunity to be heard; and the Reno County Planner presented a written report for the Conditional Use Permit dated September 12, 2024, which report, under the heading “FACTORS”, included a discussion and applications to be considered when

making land use decisions pursuant to *Golden v. City of Overland Park*, 224 Kan. 591. Additionally, the Reno County Planner presented a staff recommendation in denial of the Application; and

WHEREAS, following the conclusion of the public hearing the Reno County Planning Commission by a vote of six (6) in favor and one (one) opposed recommended denial of the Conditional Use Permit based upon a review and analysis of the “FACTORS” to be considered pursuant to *Golden* and other factors as outlined in the Reno County Zoning Regulations numbered one through nine inclusive; and

WHEREAS, on October 9, 2024, the Reno County Commission at its regular public meeting received a Summary Report dated September 26, 2024, of the proceedings before the Reno County Planning Commission and the Planning Commission’s recommendation of denial of the Conditional Use Permit; and

WHEREAS, upon conclusion of the Board’s deliberations, Commissioner _____ moved to approve the Planning Commission’s recommendation for denial of the Conditional Use Permit as recommended by the Planning Commission. In support of his motion, Commissioner _____ cited “FACTORS” numbered one through nine inclusive found in the analysis presented within the Reno County Planner’s Summary Report. Commissioner _____ seconded the motion. The motion was approved by unanimous vote.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that the above and foregoing findings to deny the Application were adopted as the decision of this Board. The aforesaid Conditional Use Permit Application made by Andrew Beachy is denied for the reasons stated herein.

BE IT FURTHER RESOLVED that this resolution be effective from and after its adoption.

APPROVED AND ADOPTED in regular session this 9th day of October 2024.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Randy Parks, Chairman

Don Bogner, Member

Ron Hirst, Member

Daniel Friesen, Member

John Whitesel, Member

ATTEST:

Donna Patton, County Clerk



AGENDA ITEM

AGENDA ITEM #7.E

AGENDA DATE: October 9, 2024

PRESENTED BY: Mark Vonachen, County Planner II & Don Brittain, Director of Public Works

AGENDA TOPIC:

Resolution 2024-_____ & Planning Case #2024-10 - A request by the Reno County Planning Commission for a series of text amendments to the April 2016 Edition of the Reno County Zoning Regulations related to all types of solar energy projects. The text amendments propose to create Article 15-105(58a), 15-109(1)(L), and 15-109(2)(H), and amend Article 15-109(2)(A).

SUMMARY & BACKGROUND OF TOPIC:

On December 13, 2023, the County Commissioners adopted Resolution 2023-41. This resolution provided a temporary moratorium which suspended the submittal of Conditional Use permits for a commercial renewable solar energy project, suspended the construction and erection of commercial renewable solar energy projects and suspended the construction of residential ground-mounted solar energy systems. The Resolution also directed staff and the Planning Commission to create guidelines which do not impede or restrict the installation or use of solar energy projects which qualify for retail net metering terms of a retail electric service provide.

Subsequent verbal discussions with the County Commissioners further directed staff and the Planning Commission to prepare a series of text amendments which regulates the installation of a private ground-mounted solar energy system and prohibits a commercial solar energy system.

County staff has prepared the necessary text amendments to the Zoning Regulations as directed by the County Commissioners. The Planning Commission reviewed staff's proposal and discussed the details of the text amendments. On June 20, 2024, the Planning Commission approved the final changes to the text amendments and moved to set a public hearing date on July 29, 2024, at 5:30pm at the Public Works Facility.

On June 24, 2024, notice of the public hearing and the text amendment documents were placed on the website and a message sent out on all County social media outlets. On June 27, 2024, the public hearing notice was sent to all City Clerks who are employed by cities that have a municipal boundary

within three miles of the fully zoned area of the County. A public hearing notice was sent to the entire Township Board of each Township that has all or a portion of the Township boundary fully zoned. A public hearing notice was published in the Ninnescah Valley Newspaper on June 28, 2024.

A public hearing was held on July 29, 2024, for the following text amendments:

1. Article 15-105(58a) – adds Limited Scale Commercial Solar Energy System as requiring a conditional use permit.
2. Article 15-109(1)(L) – creates private solar regulations for properties zoned AG.
3. Article 15-109(2)(A) – eliminates the term “Solar collectors” from the zoning regulations.
4. Article 15-109(2)(H) – creates private solar regulations for properties zoned R-1, R-2, R-3, and V-1.
5. Article 15-111(8) – prohibits a commercial solar energy system in the zoned area of the County.

At the public hearing, thirteen people provided testimony to the Planning Commission.

Regarding private solar energy systems, a couple of citizens questioned how the total height is measured and requested more clarity. Also requested was adding the word “utility” to a commercial solar energy system. Staff explained the total height is measured vertically. Since the regulations for private ground-mounted solar energy systems is based off of Article 13, to clarify this language further will require a text amendment to Article 13. Adding the word “utility” will require a text amendment to Article 25.

Eight people requested a commercial solar energy system be prohibited; five people requested commercial solar energy systems be permitted with proper regulations. Out of the five people who requested commercial solar energy systems be permitted, one specifically requested commercial solar energy systems be prohibited only in the watershed.

Citizens in favor of permitting a commercial solar energy system cited economics as one reason. The County stands to gain payments from the company operating the project that would be negotiated between the County and the company. Citizens leasing their land for the project will receive lease payments from the company for the life of the project under the terms of the individual lease agreements.

Another reason for permitting a commercial solar energy system is landowner property rights. Citizens

have the right to plant crops to harvest resources, drill for oil or gas, or whatever natural resource is available to them on their land whether they are required to have a permit or not. Agricultural landowners should be able to decide how best to use their land.

Lastly, is the natural process of photosynthesis, the conversion of sunlight into energy. The growing of agricultural crops is all dependent on the natural transformation of sunlight into energy through photosynthesis. There is no difference in a landowner choosing to lease their ground to someone raising cattle, a landowner leasing their ground to a commercial company for oil and gas exploration or leasing their ground for commercial solar production.

Citizens against permitting a commercial solar energy system cited protection of the North Fork of the Ninnescah River watershed, which feeds Cheney Lake, as a major reason to prohibit a commercial solar energy system. Cheney Lake supplies the Wichita metropolitan area with some of its drinking water, so it is important to protect that water source from contamination.

Citizens were also concerned the effects a commercial solar energy system will have on soil erosion since there will be less land to absorb water. The battery storage and chemical make-up of the solar panels were also concerns addressed. If the panels are broken during a hailstorm or other cause, the chemicals could contaminate Cheney Lake.

Lastly, citizens commented on the preservation of farmland. It seems contradictory to take land that was once used to grow our food and now we are going to use it to provide energy. One of the best ideas seen is putting solar panels on parking garages or other large buildings.

At the conclusion of the public hearing the Planning Commission decided to group together the discussion on the two minor text amendments and the private solar energy system text amendments. The commercial solar energy system text amendment was discussed separately from the other text amendments.

The Planning Commission had no concerns or changes with the four text amendments grouped together. **Motion be Commissioner Strand to approve the text amendments to add Article 15-105(58a), add Article 15-109(1)(L), amend Article 15-109(2)(A), and add Article 15-109(2)(H) as written and presented by staff; seconded by Commissioner Seltzer. The motion passed by the**

following 7-0 vote (Yes: Schwertfeger, Strand, Shafer, Seltzer, Macklin, Martin, and Goertzen).

The Planning Commission then began the discussion on the text amendment to prohibit commercial solar energy systems.

With no further comments from the Planning Commission, Commissioner Seltzer said they have discussed this topic in the past with regards to the runoff, the sediment, and other issues.

Motion by Commissioner Seltzer to approve the text amendment to add Article 15-111(8) as presented by staff. Chairman Goertzen announced the motion failed due to a lack of a second.

Commissioner Strand said there is a lot of information to review. He added they are to determine land use. When you look at other land uses in Article 15, it is hard to make a greater case against solar than other land uses such as adult entertainment, airports, commercial feed lots, or explosives/fireworks for wholesale storage or manufacturing. Based on that, he finds it difficult to single out a particular land use or industry knowing that the conditional use permit process is still in place.

Reno County seems to be comfortable with that process in going through a public hearing and deciding what is an acceptable land use for a specific parcel. Regarding a commercial solar installation, when the edge of the property is going to be the edge of Cheney Lake, that is probably not going to be approved. However, if the project is a reasonable distance away and passes all of the other concerns, it perhaps would be a good land use in Reno County. Commissioner Strand believes a commercial solar project could be considered for a conditional use permit.

Commissioner Seltzer understands Commissioner Strand's viewpoint, but a commercial wind or commercial solar project is at a much larger scale involving hundreds or thousands of acres of ground, not just a quarter section of ground or 100 acres, or 50 acres. This is a massive land use that will have a lot of impacts and take land out of production. There will also be environmental issues. He believes the watershed should be protected. In looking at the map, that watershed takes in probably half of the zoned area of the County.

Commissioner Shafer did not believe the watershed took up half of the zoned area of the County. Most

of the watershed is in the unzoned area of the County. Commissioner Shafer believes the Planning Commission agrees that there are areas of the zoned portion of the County where a large commercial solar project doesn't belong. He is pro private property rights, so, to have a blanket prohibition is a big ask of the government to restrict a particular land use of any type.

Commissioner Macklin agrees with the statements made by Commissioner Shafer.

Chairman Goertzen heard the common theme of mitigation and being a good steward of the land that you own during the testimony. He agrees with Commissioners Shafer and Macklin that there are some places that a commercial scale solar project does not belong. At this point he does not agree with a blanket prohibition.

Vice-Chairman Martin believes the Planning Commission is smart enough to understand when a specific situation comes along and there is a conditional use permit before us, good decisions can be made at that time.

Commissioner Macklin agreed with the statement.

Vice-Chairman Martin commented that additional restrictions can be added at that time to make everyone happy.

Commissioner Strand might be inclined to think differently because he knows there are concerns that bad things can happen with any type of land use. There are injection wells and pipelines that are located near the lake. All of these things are taken in "stride" and people don't think about some of those hazards. When something new comes along like solar, it is more of a fear of the unknown. The biggest concern is the watershed. We have to find ways to mitigate that concern.

Motion by Commissioner Strand to deny the text amendment to add Article 15-111(8) as written and presented by staff; seconded by Commissioner Macklin. The motion passed by the following 5-2 vote (Yes: Strand, Shafer, Macklin, Martin, and Goertzen; No: Schwertfeger and Seltzer).

At the end of the public record document are three proposed Resolutions. All have been reviewed by the County Counselor,

The first Resolution approved the private solar regulation text amendments and the other two minor text amendments.

The second Resolution reverses the Planning Commission recommendation and approves the text amendment to prohibit a commercial solar project in the fully zoned area of the county.

The third Resolution agrees with the Planning Commission recommendation to deny the text amendment prohibiting a commercial solar project in the fully zoned area of the county.

ALL OPTIONS:

The County Commissioners may:

1. Approve of the text amendments.
2. Deny the text amendments.
3. Return the text amendments back to the Planning Commission with specific questions to be answered or further study.
4. Table the request for further review.

RECOMMENDATION / REQUEST:

Consideration of the Planning Commission recommendation to approve of the text amendments regarding private solar regulations and the recommendation to deny the text amendment regarding commercial solar regulations.

POLICY / FISCAL IMPACT:

If approved, new zoning regulations and permitting requirements will be implemented for private, ground-mounted solar installations in the fully zoned area of the County. Private, roof-mounted solar installations will continue to be un-regulated.

If approved, commercial solar energy projects will be prohibited in the fully zoned area of the County.

If not approved, commercial solar projects could be permitted with an approved conditional use permit. No specific zoning regulations exist Agoverning the placement of commercial solar projects.

ARTICLE 15 SUPPLEMENTARY USE REGULATIONS; CONDITIONAL USES; ACCESSORY USES; PROHIBITED USES

Sections:

- 15-101 Conditional Uses - Purpose and Intent**
- 15-102 Application of Conditional Uses**
- 15-103 Qualification of Existing Conditional Uses**
- 15-104 Additions and Changes to Conditional Uses**
- 15-105 Conditional Uses Enumerated**
- 15-106 Continuance of a Conditional Use**
- 15-107 Accessory Uses**
- 15-108 Eligibility for Accessory Use**
- 15-109 Accessory Uses Allowed**
- 15-110 Specialty Accessory Uses**
- 15-111 Prohibited Uses**

15-101 Conditional Uses - Purpose and Intent: The establishment of virtually all land uses except agricultural and traditional single-family residential, in most cases, are not appropriate in the bulk of unincorporated portion of Reno County; especially those land uses that are of an extremely sensitive nature due to the intensity or environmental impacts associated with the normal operation of the business or activity. However, it is recognized that it may be acceptable, on a case-by-case, site-by-site basis, to permit the development of such land uses where conditions warrant, and adequate safeguards are taken to mitigate any of the potential problems associated with said development. Therefore, in order to develop any land use other than agricultural and traditional single-family residential in the unincorporated portion of Reno County, a Conditional Use Permit issued in accordance with these Regulations shall be required.

It is the intent of this Article to require a Conditional Use Permit for all proposed land uses, except those specifically prohibited herein or allowed as a permitted use in one of the established zoning districts. As such, it is acknowledged that any property owner may seek a Conditional Use Permit for any of the types of land uses indicated herein for any property within the unincorporated portion of Reno County. The subsequent approval of such request by the Governing Body is a purely discretionary act that will be decided based upon the facts and circumstances discovered in the review of each application. There is no implied "right" for any person or landowner to obtain a Conditional Use Permit for any use on any property.

It is also the intent of this Article to allow the issuance of Conditional Use Permits that provides for more than one use on any property; provided the range or type of uses is clearly delineated within the Conditional Use Permit, the other relevant facts have been evaluated, and the approval is consistent with the spirit and intent of this Article and these Regulations. (For example: a Conditional Use Permit could be approved for a "strip shopping center" in a location where transportation and adequate water and sewage disposal services are available; or it could indicate a range of "retail and/or service businesses" as being appropriate for this location.)

15-102 Application of Conditional Uses: Before the location or establishment of any land use requiring a Conditional Use Permit, or before any change or use of the premises existing at the time of the effective date of these Regulations or permitted as herein provided is made, a Development Plan in sufficient detail and a statement as to the proposed use of the buildings, structures, and premises shall be submitted to the Planning Commission as specified in Article 8 of these Regulations. The Planning Commission shall hold a public hearing following the provisions also outlined in Article 20 of these Regulations and shall review such Development Plan and statements and shall, after a careful study of the effect that such buildings, structures, or uses will have upon the surrounding property, submit a recommendation to the Governing Body.

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Following receipt of the Planning Commission's recommendation, the Governing Body may, within the specifications herein provided, permit such buildings, structures, or uses; provided that the public health, safety, morals, and general welfare will not be adversely affected, that ample off-street parking facilities will be provided, that the transportation and utility services are appropriate for the level and intensity of the proposed development, and that necessary safeguards will be provided for the protection of surrounding property, persons, and of neighborhood values. In this regard, the Governing Body may impose reasonable conditions on the approval of a Conditional Use Permit including, but not limited to, those items identified in Article 8 of these Regulations.

15-103 Qualification of Existing Conditional Uses: Properties with land uses operating under an existing Conditional Use approved prior to the adoption of these Regulations, or that were zoned and used as commercial or industrial under the previous Zoning Regulations, shall be permitted to continue, but with an unapproved Conditional Use Permit. Changes in the building(s), operation(s) or use(s) of said properties shall be treated as requiring an amendment to said unapproved Conditional Use Permit and considered as provided Section 15-102 herein.

15-104 Additions and Changes to Conditional Uses: All subsequent requests for additions and structural alterations to Conditional Uses approved by the Governing Body shall be considered in the same procedure as outlined in Section 15-102 herein.

15-105 Conditional Uses Enumerated: The following Conditional Uses are some of the uses that may be approved by the Governing Body as provided in this Article. Other land uses may also be permitted by Conditional Use Permit except those specifically listed as permitted uses in the zoning districts or as prohibited uses in these Regulations.

1. Adult Entertainment Establishment.: Any business, premises or establishment including, without limitation, adult bookstores, adult video stores, adult motion picture theaters, adult mini-motion picture theaters, adult cabarets, adult live performance theaters which has any of the following:
 - A. Thirty percent (30%) or less of its annual gross receipts derived from: (a) the offering of entertainment, performances, scenes, visual representations, or other presentations which are characterized by emphasis on depiction or description of “specified sexual activities” or of “specified anatomical areas” as herein defined, or (b) the offering of stocks in trade of books, magazines, periodicals, or other printed matter or photographs, films, motion pictures, video cassettes, slides, or other photographic materials which are characterized by emphasis on depiction or description of “specified sexual activities” or of “specified anatomical areas” as herein defined, and instruments, devices, or paraphernalia designed for use in connection with “specified sexual activities” as herein defined; or
 - B. Thirty percent (30%) or less of its inventory on hand at any time consisting of stocks in trade of books, magazines, periodicals, or other printed matter or photographs, films, motion pictures, video cassettes, slides, or other photographic materials which are characterized by emphasis on depiction or description of “specified sexual activities” or of “specified anatomical areas” as herein defined, or paraphernalia designed for use in connection with “specified sexual activities” as herein defined; or
 - C. Thirty percent (30%) or less of its floor area at any time allocated to (a) entertainment, performances, scenes, visual representations, or other presentations which are characterized by emphasis on depiction or description of “specified sexual activities” or of “specified

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anatomical areas” as herein defined, or (b) the offering, display and storage of stocks in trade of books, magazines, periodicals, or other printed matter or photographs, films, motion pictures, video cassettes, slides, or other photographic materials which are characterized by emphasis on depiction or description of “specified sexual activities” or of “specified anatomical areas” as herein defined, and instruments, devices, or paraphernalia designed for use in connection with “specified sexual activities” as herein defined, and instruments, devices or paraphernalia designed for use in connection with “specified sexual activities” as herein defined.

- D. No adult entertainment establishment shall be permitted within 2,640 feet of any religious institution, school, or public park or any property zoned for residential use. Such distance shall be measured in a straight line without regard to intervening properties from the closest exterior structural wall of the adult entertainment establishment to the closest property line of the religious institution, school, public park, or the property zoned for residential use.
- E. No adult entertainment establishment shall be allowed to locate or expand within 2,640 feet of any other adult entertainment use or of any business licensed to sell or serve alcoholic beverages whether or not such business is also an adult entertainment establishment as defined-in this section. The distance between any two-(2) adult entertainment establishments or between an adult entertainment establishment and a business selling or serving alcoholic beverages shall be measured in a straight line without regard to intervening structures from the closest exterior structural wall of each business.
- F. All access to and from the adult entertainment establishment shall be provided from a street classified as a thoroughfare.
- G. The property on which such use is located shall have a minimum of 100 feet of street frontage.
- H. The property on which the use is located shall be screened by solid masonry wall, at least six feet (6') in height along all interior property lines.
- I. The facility on which the use is located and the parking for such facility shall have yard setbacks in compliance with the requirements for the zone in which the facility is located.
- J. Off-street parking shall be provided at a ratio of one (1) parking space per 75 square feet of interior floor area. All off-street parking requirements shall conform to the Reno County Zoning Regulations except as modified by the approved Conditional Use Permit.
- K. All landscaping and screening requirements for the zone in which the facility is located shall be observed.
- L. The facility in which the use is located shall be designed in such a fashion that all openings, entries and windows prevent view into such facilities from any pedestrian, sidewalk, walkway, street or other public area. No adult entertainment activity shall take place partially or totally outside the adult entertainment establishment.
- M. The facility in which such a use is located shall be limited to one (1) wall-mounted sign no greater than one (1) square foot of sign per linear foot of wall length, not to exceed a total of

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fifty (50) square feet; said sign shall not flash, blink or move by mechanical means and shall not extend above the roof line of the building. Further, no merchandise or pictures of products or entertainment on the premises shall be displayed in window areas or any area where such merchandise or pictures can be viewed from the sidewalk in front of the building. No flashing lights and/or lighting which leaves the impression of motion or movement shall be permitted.

- N. Lighting the parking area must provide a minimum light level of 0.25 footcandles over the entire parking area, but in no point shall the light level exceed 3.0 footcandles, nor shall any increase in light levels or visible glare be permitted at the lot line.
2. Airports, aviation fields, helio-ports, and/or landing fields, either publicly or privately held.
 3. Bed and breakfast facility.
 4. Boat sales and service, including storage yard.
 5. Buildings, structures or premises for public utility services or public service corporations; including but not limited to, water treatment plants, wastewater treatment plants, pump stations, filter beds, water towers, substations, reservoirs, and utility maintenance shops and yards.
 6. Bus barns or lots.
 7. Cemeteries, mausoleums, or crematories for the disposal of the dead.
 8. Ceramic, pottery or concrete ornament product processing, sales and/or yard.
 9. Churches and church-related facilities including camps, schools, retreat centers and similar facilities; publicly owned and operated community buildings, art gallery, museums and libraries.
 10. Commercial and/or retail stores and activities not otherwise prohibited by these Regulations.
 11. Commercial offices and office parks.
 12. Commercial parking lots.
 13. Commercial stockyard or feedlot.
 14. A Commercial Wind Energy Conversion System shall be subject to the provisions of Article 23.
 15. Any small Wind Energy Conversion System proposed to exceed the Performance Standards as stated within these Regulations.
 16. Convenience food stores.
 17. Contractor's shop and/or yard, including construction equipment and/or material storage areas.
 18. Drinking establishments, taverns, membership clubs, or other places that serve alcohol for consumption on the premises.

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19. Drive-in and drive-through establishments.
20. Drive-in theatres.
21. Dwellings for resident night watchmen and caretakers employed on the premises of a business.
22. Entertainment venues established on a recurring basis, such as “corn mazes”, “haunted houses” and the like. If such operations are only on a single occasion and not intended to be an annual event, it may be considered as a Special Event as provided in these Regulations.
23. Exposition centers and/or buildings.
24. Explosives, fireworks, ammunition, black powder, or similar material wholesale sales, storage, warehousing, and/or manufacturing.
25. Fairgrounds.
26. Farm machinery sales and service, including storage yard.
27. Fire stations.
28. Grain elevators and its accessory activities including, but not limited to, bulk fuel storage facilities, ammonia storage, tire repair facilities, etc.
29. Greenhouses, nurseries and/or hydroponic farms operated as a retail business.
30. Group Boarding Home, Licensed Group Day Care Home, Child Care Center, Preschool, Detention Center, or Residential Center, except as permitted by K.S.A. 12-736 as amended, provided:
 - A. The applicant shall submit, as a part of the application, the plans for the proposed facility giving the type of services to be rendered, the number of persons to be placed in the facility, the number of staff to be employed and other information that will help in determining the extent of services to be provided.
 - B. A report shall be submitted by the applicant giving the current status of the applicant's license to operate the proposed facility and listing all requirements yet to be met in order for the proposed facility to be granted authorization to begin its operations.
 - C. Off-street parking at a rate of one space per employee plus two additional spaces for guests.
 - D. When operated out of an existing or proposed residential structure, the following standards shall be met:
 - (1) That only one nonilluminated ground or wall sign not more than 4 square feet in area is used to advertise the home occupation.
 - (2) Outside play areas shall be in the side or rear yard only and shall be fenced to the requirements established in the Conditional Use Permit approval.

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31. Hospitals, nursing or convalescent homes, congregate care facilities and retirement housing.
32. Hospital or clinic for large or small animals, provided, such hospital or clinic and treatment rooms shall be maintained within a completely enclosed, soundproof building, and that such hospital or clinic shall be operated in such a way as to produce no objectionable odors outside its walls.
33. Hotels, motels, and motor hotels.
34. Judicial centers, jails, penal or correctional institutions.
35. Junkyard.
36. Keeping of exotic birds and/or animals on any tract of land, whether in a building or not.
37. Kennels, either boarding or breeding, on less than 10 acres of land, provided:
 - A. All kennel buildings, runs and open areas shall be a distance of at least 1,000 feet between the outer perimeter of the breeding or boarding operation and the nearest residence other than the residence on-site, church, school, public meeting place, commercial business or confined livestock operation.
 - B. Open pens shall not be required to be served by sanitary sewer facilities unless soil conditions will not support adequate percolation.
38. Laboratories; research, experimental, and/or testing.
39. Lawn and garden supply sales and service, including storage yards.
40. Manufactured home and recreational vehicle sales and service, including display yard.
41. Manufactured home as a single-family dwelling on an individual lot.
42. Manufactured home parks, subject to the following minimum requirements:
 - A. The tract to be used as a Manufactured Home Park shall be at least two (2) acres.
 - B. The Manufactured Home Park shall not be developed at a gross density greater than seven (7) manufactured homes for every one (1) net acre of land, excluding road rights-of-way and common open spaces within the Manufactured Home Park.
 - C. No part of any manufactured home or other building or structure shall be located within 50 feet of any public road right-of-way, nor within 25 feet of any exterior property line of the Manufactured Home Park.
 - D. Individual Manufactured Home Lot shall be designed to meet the following standards:
 - (1) Each manufactured home lot to be occupied by a single-wide unit shall consist of at least 4,500 square feet, with a minimum width of 45 feet and a minimum length of

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100 feet. Each manufactured home lot to be occupied by a double-wide unit shall consist of at least 5,000 square feet, with a minimum width of 55 feet and a minimum length of 90 feet.

- (2) Each manufactured home lot shall have a front yard setback of at least 20 feet measured from the edge of the pavement to the closest point of the lower face of the manufactured home. The front yard may be reduced to 10 feet when on-street parking is provided along the same side of the street.
- (3) Each manufactured home lot shall have a side yard on each side of the manufactured home. A minimum of 5 feet shall be allowed on one side of the lot, provided a minimum of 25 feet shall be maintained between manufactured homes on adjoining lots. Change to say so long as a minimum of 25 feet is maintained on the opposite side yard. Or similar language.
- (4) Each manufactured lot shall have a rear yard of at least 15 feet.
- (5) No manufactured home or other building or structure shall exceed 20 feet in height.

E. In addition to compliance with all adopted rules, regulations and resolutions of Reno County, the minimum requirements pertaining to structural, design, utility service, and maintenance features within a Manufactured Home Park shall be as follows:

- (1) Utilities. Sanitary sewer and water facilities shall be provided for each lot within the Manufactured Home Park. All manufactured homes within the Manufactured Home Park shall be served by a public water supply adequate to provide fire protection by hydrants, and by a public sanitary sewer system.

Individual electrical service and gas service shall be provided to each lot with the park. The service so provided shall be separately metered for each lot, each lot shall have separate disconnect points from any other lot and shall not be provided service from any other home or lot.

All utility lines shall be placed underground and there shall be no overhead wires or support poles except those required for street or other lighting purposes.

- (2) Streets. All internal streets shall be asphalt or concrete surface and shall be durable and well drained under normal use and weather conditions. The surface shall be maintained free of cracks, holes, and other hazards by the Manufactured Home Park management. All internal streets shall be owned and maintained by the owner of the Manufactured Home Park.
 - (a) Grades of all streets shall be sufficient to insure adequate surface drainage. Grades shall not exceed 8 percent.
 - (b) Minimum pavement widths shall be as follows:
 - (1) Entrance streets and all other streets with parking allowances on both sides of the street shall be a minimum of 42 feet in width.

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- (2) Streets with parking allowance on one side only shall be a minimum of 30 feet in width.
- (3) Streets with no parking allowance shall be a minimum of 24 feet in width.
- (3) **Manufactured Home Pad.** Concrete runners shall be provided on every manufactured home lot to accommodate the manufactured home and its attached accessory structures. The runners shall be constructed to provide anchoring facilities for the placement and tie-down of the manufactured home to secure it against accidental uplift, sliding, rotation and over-turning. Runners shall be installed before any manufactured home is occupied.
- (4) **Recreation.** One or more recreation areas shall be provided within every Manufactured Home Park. The size of such recreation area(s) shall not be less than 10 percent of the gross area of the Manufactured Home Park and shall be located so as to be easily accessible to all Park residents. Recreation areas shall be maintained by the Park management and may include space for community building(s) and community use facilities such as indoor recreation, meeting rooms and similar uses.
- (5) **Parking.** Adequate parking shall be provided for the use of Park residents and guests. Each manufactured home lot shall have parking for at least two (2) motor vehicles. The parking spaces may be provided on-street or off-street. A parking space shall be a minimum of 9 feet by 19 feet.
- (6) **Skirting.** Skirting of a durable type of material and construction shall be installed on each manufactured home to enclose the open space between the bottom of the manufactured home floor and the grade level of the manufactured home pad. Such skirting shall be constructed of material consistent with the exterior surface of the manufactured home and maintained in a manner to enhance the appearance of the Manufactured Home Park.
- (7) **Screening.** Effective screening shall be provided along the boundary lines of the Manufactured Home Park to serve as a buffer through the use of plantings, berms or other landscaping features.
- (8) **Lighting.** Adequate lighting shall be provided for all streets, walkways, service buildings and other facilities subject to nighttime use.
- (9) **Storm Shelter.** A common storm shelter capable of providing adequate shelter from severe weather for all Manufactured Home Park residents shall be provided.
- (10) **Storage Lot.** All Manufactured Home Parks shall have an area or areas set aside for the storage of boats, boat trailers, hauling trailers, motor vehicles, snowmobiles, and other equipment for seasonal or periodic use to be noncommercially operated and for the exclusive use of residents of the Manufactured Home Park. Such items listed above shall not be stored upon a manufactured home lot nor upon the streets within a Manufactured Home Park. All storage lots shall be screened from external view to the standards listed in paragraph (7) above. Wrong section.

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- (11) Lot Identification. Each manufactured home lot within the Manufactured Home Park shall be numbered in an orderly fashion and in a secure and consistent manner throughout the Manufactured Home Park. The lot number shall be displayed on the lot and be visible at all times.
 - (12) Garbage and Refuse. Provisions for garbage and refuse storage, collection and disposal shall be maintained by the operator of the park so as not to create health hazards, rodent harborage, insect breeding areas, accident hazards or air pollution.
 - (13) Rodents and Insects. Manufactured home parks shall be maintained free of excessive insect or rodent infestation. The park management shall keep all areas outside the confines of the individual manufactured homes reasonably free of breeding, harboring, and feeding places for rodents and insects. Such areas shall be kept free of litter, trash, salvage material, junk and weeds or other obnoxious vegetation growths in excess of twelve (12) inches in height. Individual manufactured home occupants shall be responsible for the extermination of any rodent or insect infestations occurring within the individual manufactured home.
- 43. Manufacturing, processing, fabrication and assembling of any commodity except junk or salvage.
 - 44. Membership clubs, including private clubs as defined by K.S.A. 41-2601 et seq, and subsequent amendments.
 - 45. Mortuaries and attendant accessory activities and facilities.
 - 46. Motor vehicle sales, service, and repair.
 - 47. Multi-family dwellings, including two-family dwellings, townhouses, garden apartments, condominiums; provided, consistent with single-family residential developments, the provision of adequate public water and sewer service, along with other public infrastructure, is necessary in order for development of said dwellings to be permitted.
 - 48. Offices and office buildings.
 - 49. Parks and playgrounds.
 - 50. Printing, publishing, and engraving firms, including newspaper publishing; provided said operations are principally retail businesses.
 - 51. Quarrying, mining, and removal of sand, gravel, stone, coal or topsoil and the processing of the same, including asphalt and concrete plants, provided:
 - A. All quarries and mining operations and asphalt and concrete plants shall be screened by a method approved by the Governing Body when the same are visible from any public road.
 - B. The applicant shall provide an approvable method for dust abatement on all unpaved interior roads if any part of the operation is located within 1/4 mile of any residential dwelling.

ARTICLE 15 SUPPLEMENTARY USE REGULATIONS; CONDITIONAL USES; ACCESSORY USES; PROHIBITED USES

- C. Where applicable, a maintenance agreement between the applicant and the County and/or Township having jurisdiction shall be required to maintain the roads that provide the ingress/egress to the operation.
 - D. All areas quarried or mined shall not endanger the lateral support of abutting or adjoining properties. A minimum setback of 100 horizontal feet from all property lines, measured on the surface, must be maintained free of any quarrying or mining activity, either surface or subsurface. The setback areas may be used for the erection of berms or other screening features required by the Conditional Use Permit. For quarrying operations, no more than forty (40) acres may be open at any given time.
 - E. A plan for reclamation of the site shall be prepared and submitted as a part of the application. The plan shall indicate a timetable for the reclamation to the proposed use of the site and a general plan of the proposed use. The reclamation plan submitted shall be binding only to the extent that said plan shows the intent of the applicant for reclamation. The actual reclamation plan may be amended at such time that the applicant is ready to begin such reclamation; however, the amended plan must be approved by the Governing Body before reclamation work may begin. Said approval of a revised reclamation plan shall require a public hearing under the same procedure as the original Conditional Use Permit.
 - F. A bond in the amount necessary to reclaim all lands opened at any given time shall be placed in effect and submitted to the Governing Body prior to the operation of all quarries, mining or removal of sand, gravel, coal or topsoil authorized by the Conditional Use Permit.
 - G. No building, equipment, quarry products or other materials shall be erected or stored within 100 feet of any property or right-of-way line.
 - H. A copy of the annual survey of mining operations, as required to be filed by State law with the State, shall also be filed with the Governing Body. Said annual survey applies only to underground mining activities, not to open pit mines or quarries.
52. Radio or television broadcasting towers and/or stations, microwave transmitting and/or receiving towers and/or stations, commercial telecommunication towers, or any tower or other similar structure 50 feet or more in height; whether publicly or privately owned, provided:
- A. The location of every tower must be such that it is at least an equal distance from all property lines as it is in height.
 - B. Every commercial telecommunication tower shall be designed to provide co-location with a minimum of forty-eight (48) antennas and their attendant cables.
 - C. No new commercial telecommunication tower location shall be approved unless the applicant shows there is not sufficient or usable space on existing or approved towers in the same service area. Such verification shall be in the form of written correspondence from the owner of such towers or structures of their unavailability. At a minimum, the service area for every tower shall be three (3) miles from the tower location.

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- D. All lighting necessary to comply with the FAA lighting requirements shall consist of dual lighting structures with daytime strobe lights on medium intensity and nighttime red lights only. **No high intensity strobes or nighttime strobes shall be permitted.** Further, all towers requiring lighting shall provide battery backup or other alternative power source to assure lighting operations during times of power outages.
 - E. Any communication tower that is unused for a period of twelve (12) months or more shall be declared abandoned and shall be notified of the necessity of removing the tower and appurtenances and reclaiming the lands as provided herein.
 - F. A plan for reclamation of the site shall be prepared and submitted as a part of the application. The plan shall indicate a timetable for the reclamation of the proposed use of the site upon the removal of the tower. The applicant shall also provide financial security in a form acceptable to the County to assure the reclamation of the property shall occur in conformance with the reclamation plan. Financial security provided to the landowner is sufficient, provided it names the County as well.
53. Recreational or sports-related activity or facility, whether publicly or privately owned.
54. Recreational vehicle park or campground, subject to the following minimum design requirements:
- A. The tract to be used as a recreational vehicle campground shall not be less than two (2) acres in area. Under no circumstances shall a mobile home or a manufactured home be parked in a recreational vehicle campground.
 - B. The number and location of access drives shall be controlled for traffic safety and protection of surrounding properties, provided that no individual space shall be designed for direct access to a street outside the boundaries of the recreational vehicle campground. All interior access drives shall be at least 20 feet in width. All interior access drives and parking areas shall be paved with concrete or asphalt paving.
 - C. The minimum area for a space for parking one recreational vehicle shall be 1,400 square feet, with minimum dimensions of 35 feet by 40 feet and with corners of each site visibly marked by a permanent marker.
 - D. The recreational vehicle campground shall contain community facilities, including play space, parking and access roads. In addition, every recreational vehicle campground shall contain at least one (1) service building and shall provide one (1) additional service building for each 100 spaces. Each service building shall:
 - (1) Be located within three hundred (300) feet of the recreational vehicle campground.
 - (2) Be of permanent construction.
 - (3) Have one (1) flush-type toilet, one (1) lavatory, and one (1) separate bathing for females; and one (1) flush-type toilet; one (1) lavatory, and one (1) bathing facility for males for each thirty (30) spaces. All lavatories and bathing facilities shall be connected with both hot and cold running water.

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- (4) Have an accessible, adequate, safe, and potable supply of cold water.
 - (5) Comply with all applicable adopted building codes, if any, regarding the construction of buildings and the installation of electrical, plumbing, heating and air-conditioning systems; and,
 - (6) Be maintained in a clean, sanitary condition and kept free of any condition that will menace the health of any occupants of the public or will constitute a menace.
- E. The recreational vehicle campground shall be surrounded by an open space 50 feet wide along the street frontage with an arterial highway or section line road, and 25 feet wide along all other lot lines or street frontages. Screening at least six (6) feet in height shall be provided between the recreational vehicle campground and any adjoining residential area.
- F. No recreational vehicle shall be parked closer than 25 feet to any part of any other trailer or service building and no part of a recreational vehicle shall extend closer than 5 feet to the boundaries of the individual space.
- G. Off-street parking spaces for motor vehicles shall be provided in the ratio of one parking space per individual space; said spaces to be located in convenient location to individual spaces.
- H. In a residential district, accessory signs, in addition to internal directional signs, shall be limited to one flat or detached sign, with sign area limited to 25 square feet. Said sign may be illuminated.
- I. Proper provision shall be made for public water supply, sanitary sewage disposal, fire protection, refuse collection, laundry, toilet, and bathing facilities. All shall be indicated on a site plan of the proposed recreational vehicle campground and shall be installed and/or constructed in accordance with all other state and/or local laws and regulations. A sewage dump station shall be provided within every recreational vehicle campground.
- J. The proposed recreational vehicle campground shall comply with all provisions of this and other federal, state and/or local laws and regulations.
55. Restaurants.
56. Riding academies, stables and/or show arenas, indoor or outdoor rodeo arenas and/or facilities.
57. Sanitary landfills, hazardous waste disposal facilities, construction/demolition landfills, industrial landfills, or other such similar areas not prohibited by law.
58. Schools, preschools, or kindergartens, either publicly or privately owned or operated.
- 58a. Solar Energy System (Limited scale commercial)
59. Truck stops and/or truck terminals.
60. Warehousing, wholesaling and storage of any commodity except junk or salvage.

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61. Zoos, commercial aquariums, or aviaries.
62. Any other use not specifically listed as a permitted and/or accessory use in any district in these Regulations, or as a prohibited use.

15-106 Continuance of a Conditional Use: A Conditional Use Permit shall be allowed to continue, unless specified otherwise as a condition of its original authorization, as long as all conditions placed on it are met. However, if that particular use ceases to exist for a period of one (1) year, it will forfeit its Development Plan and will not be allowed to exist again unless a new application is made, a public hearing held, and a new Development approved in conformance with the requirements of these Regulations. The County may initiate an action to remove the Conditional Use but must follow the same procedures as followed to establish the Conditional Use originally.

15-107 Accessory Uses: Buildings and structures may be erected, and land may be used for purposes which are clearly incidental to, and customarily and commonly associated with the main permitted use of the premises. Such accessory buildings and uses shall be so constructed, maintained, and conducted as to not produce noise, vibration, concussion, dust, dirt, fly ash, odor, noxious gases, heat or glare which is injurious, damaging, unhealthful or disturbing to adjacent property or the users thereof, and shall be on the premises of the main use.

15-108 Eligibility for Accessory Use: The determination of the eligibility of a proposed use as an accessory use shall be made by the Zoning Administrator.

15-109 Accessory Uses Allowed: Accessory uses shall be allowed; provided, said accessory uses shall be limited to those specified herein for the various zoning classifications:

1. In the "AG" Agricultural District, the following, or similar accessory uses are allowed:
 - A. Open or enclosed storage of farm materials, products or equipment; but not junk.
 - B. Any farm buildings, including, but not limited to, barns, stables, sheds, toolrooms, shops, bins, tanks and silos.
 - C. The use of a manufactured home as an accessory dwelling on land used for agricultural purposes when used by persons employed thereon, including their families. At no time shall a manufactured home or the land upon which it sits be intended and/or used as a rental unit in the "AG" District.
 - D. Fuel storage, tanks and dispensing equipment for fuels used solely for a farming operation. No retail sales of such fuels shall be allowed as an accessory use.
 - E. Wholesale or retail sales of agricultural products grown or raised on the premises or by the farm operator.
 - F. A hobby activity operated by the occupant of the premises purely for personal enjoyment, amusement, or recreation.
 - G. Home occupations.

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- H. Home schooling of the children of the occupants of the residence in accordance with standards established by the State of Kansas.
 - I. Accessory buildings and uses commonly associated with residential activity including, but not limited to, the following:
 - Private garages
 - Guest houses
 - Small storage sheds
 - Satellite dish antennas
 - Accessory off-street parking and loading spaces
 - J. Small wind energy conversion systems.
 - K. Storage buildings, including those originally designed or intended for use as a transportation vehicle or shipping structure.
 - L. Roof-mounted and ground-mounted private solar energy system subject to the following regulations:
 - 1. Setbacks as required in Article 13. Setbacks shall be measured from the nearest horizontal point of a solar panel to the property line.
 - 2. The maximum height shall be 20 feet.
 - 3. Agricultural uses are exempt from the zoning regulations upon an approved zoning permit and agricultural exemption permit. No fees shall be charged for the permit applications.
 - 4. Roof-mounted solar energy systems are exempt from the permitting requirements.
2. In District "R-1" Rural Residential, "R-2" Suburban Residential, "R-3" Single-Family Residential, and "V-1" Village Districts, the following accessory uses are allowed:
- A. Accessory buildings and uses commonly associated with residential activity, including, but not limited to, the following:
 - Accessory off-street parking and loading spaces
 - Fences or walls
 - Flag poles
 - Gates or guard houses for subdivisions
 - Guest houses
 - Parabolic and satellite dish-type antennas
 - Play equipment
 - Private garages and carports
 - Small storage sheds
 - Solar collectors

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Swimming pools

Television and radio receiving antennas less than 50 feet in height

No accessory building or use shall occupy a required front yard (except basketball goals, flag poles and fences as permitted.) A maximum square footage allotment of accessory building square footage shall be established for parcels. Accessory buildings, or combinations thereof, which exceed the square footage allotment found under Article 17-104(3) are permitted only with a Special Exception.

- B. A hobby activity may be operated as an accessory use by the occupant of the premises purely for personal enjoyment, amusement, or recreation.
- C. In the "R-1" Suburban Residential District, agricultural activities may be conducted as accessory activities, such as growing of crops, pasturage of animals, growing of hay, or other similar activities. However, at no time shall such activity be classified or permitted as the primary usage of the land; said usage being as a residential home site in either of the zoning districts.
- D. Home occupations such as, but not limited to, the following:

- Accountant
- Architect
- Artist
- Attorney
- Author or writer
- Chiropractor
- Clergyman
- Cosmetologist
- Counselor
- Dentist
- Engineer
- Family Day Care Home
- Home crafts
- Insurance Agent
- Osteopath
- Photographer
- Physician
- Planner
- Real Estate Agent
- Seamstress/Dressmaker
- Secretary/Typist

Teaching or instruction provided not more than 3 students are taught at any one time and not more than 12 students per day

The following conditions and restrictions shall apply to such customary home occupations:

- (1) That the home occupation shall be carried on wholly within a main building or

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- structure, or within a permitted accessory building or structure, provided that the primary use of the main building or structure is clearly the dwelling used by the person as his or her private residence.
- (2) That no person other than members of the household living on the premises and one (1) outside person shall be employed.
 - (3) That only one non-illuminated ground or wall sign not more than 4 square feet in area is used to advertise the home occupation.
 - (4) That no display or storage of equipment or materials outside of a building or structure shall be permitted.
 - (5) That no equipment or machine is used in such activities that is perceptible off the premises by reason of noise, smoke, dust, odor, heat, glare, radiation, electrical interference, or vibration.
 - (6) That off-street parking and loading shall be provided and that no generation of substantial volumes of vehicular or pedestrian traffic or parking demand shall be permitted.
- E. Home schooling of the children of the occupants of the residence in accordance with standards established by the State of Kansas.
- F. Small wind energy conversion systems.
- G. Storage buildings originally designed or intended for use as a transportation vehicle or shipping structure shall be permitted on “R-1” Rural Residential District and the “R-2” Suburban Residential District. Storage buildings shall be subject to all setback requirements of the district and shall be limited to placement of one (1) structure originally designed or intended as a transportation vehicle or shipping structure only. See Article 15-111(5) for additional restrictions.
- H. Roof-mounted and ground-mounted private solar energy system subject to the following regulations:
1. Setbacks as required in Article 13. Setbacks shall be measured from the nearest horizontal point of a solar panel to the property line.
 2. The maximum height shall be 20 feet.
 3. Agricultural uses are exempt from the zoning regulations upon an approved zoning permit and agricultural exemption permit. No fees shall be charged for the permit applications.
 4. Roof-mounted solar energy systems are exempt from the permitting requirements.

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15-110 Specialty Accessory Uses: The following uses, activities, or items shall be the accessory uses or restrictions allowable:

1. **Construction Sites:** Construction and hauling trailers may be used as a temporary construction office on the site of a construction project, provided such construction or hauling trailer is removed upon completion of the project.
2. **Recreational Vehicles and Trailers:**
 - A. At no time shall a permanently or temporarily parked or stored recreational vehicle or item of recreational equipment be occupied or used for living, sleeping, or housekeeping purposes, except in a recreational vehicle park, or as a permitted temporary dwelling on a lot on which a valid Zoning Permit is issued for construction of a dwelling on said lot.
 - B. The provisions of these Regulations regarding recreational vehicles do not apply to those businesses displaying recreational vehicles or recreational equipment for sale or service when said business is properly located.

15-111 Prohibited Uses: After the effective date of these Regulations:

1. No mobile home or “Noncompliant Manufactured Home, as defined in these Regulations, shall be moved, relocated, or otherwise placed on any property in the unincorporated portion of Reno County, including within any Manufactured Home Park or Manufactured Home Subdivision.
2. No manufactured home or mobile home shall be used for any purpose other than as a residential dwelling as permitted within these Regulations. At no time shall a manufactured home or mobile home be converted to a storage unit, office or any other such use, except when used as a permitted accessory use in this Article. At no time shall a manufactured home or mobile home be converted to an agricultural building for use as storage of agricultural products or equipment or shelter for animals.
3. No mobile home or manufactured home originally built to be a single-wide unit shall be attached or connected to any other mobile home or manufactured home, or to any other structure or building.

This shall not prohibit reasonable, aesthetically designed stoops, porches, decks, carports, or the like from being built adjacent to an approved manufactured home.
4. No property shall be used as junkyard, sanitary landfill, construction/demolition landfill, industrial landfill, hazardous or toxic waste storage facility, or other similar use or activity, including as an accessory use to another principal use, unless such use or activity has been approved by the issuance of a Conditional Use Permit as provided within these Regulations.
5. No structure constructed or intended for use as a shipping container, whether as originally as a transportation vehicle or as a separate structure, shall be used as a storage container on property in the “R-2” Single-Family Residential District, “R-3” Lake Lot Residential District, or the “V-1” Village District. All other such placements where allowed shall be in conformance with the restrictions within these Regulations.
6. No application for a Conditional Use Permit shall be considered and no Conditional Use Permit shall

ARTICLE 15 SUPPLEMENTARY USE REGULATIONS; CONDITIONAL USES; ACCESSORY USES; PROHIBITED USES

be issued for any person on any property which proposes as the only use the placement of an advertising sign or billboard. Further, an advertising sign or billboard permitted as an accessory structure in an approved Conditional Use Permit shall not be built, used or remain in use unless the principal use and/or structure on the property is first built and/or currently used. Upon the cessation of the principal use and/or structure on the property, the advertising sign or billboard shall lose its standing as an accessory structure and must be removed. At no time shall an advertising sign or billboard first established under these regulations gain standing as a non-conforming use since the placement and continued use of such advertising sign or billboard is accessory to another principal structure or use.

7. No application for a Conditional Use Permit shall be considered and no Conditional Use Permit shall be issued for any commercial wind energy conversion system on any property that falls within the jurisdictional boundary referenced in Article 1-103 of the Reno County Zoning Regulations and per Reno County Resolutions 2016-09 and 2020-10.

No application for a Rezone to the CW ECS Zoning District shall be considered and no Rezone shall be approved to the CW ECS Zoning District for any commercial wind energy conversion system on any property that falls within the jurisdictional boundary referenced in Article 1-103 of the Reno County Zoning Regulations and per Reno County Resolutions 2016-09 and 2020-10.

A commercial wind energy conversion system is defined at Article 23-103(1) of the Reno County Zoning Regulations.

8. No application for a Conditional Use Permit shall be considered and no Conditional Use Permit shall be issued for any commercial solar energy system on any property that falls within the jurisdictional boundary referenced in Article 1-103 of the Reno County Zoning Regulations and per Reno County Resolutions 2016-09 and 2020-10.

A commercial solar energy system is defined at Article 25-103(5) of the Reno County Zoning Regulations.



Comments
Residential and Commercial Solar Energy Systems Text Amendments
Case #2024-10

RENO COUNTY DEPARTMENTS

None

CITIES AND TOWNSHIPS

None

WRITTEN PUBLIC COMMENTS

Cynthia Dierks, 907 E. 36th Avenue, Hutchinson, KS 67502

I am writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County.

This ban negatively impacts ALL taxpayers in the county.

Instead, I would like to see responsible, effective, and fair commercial solar farm regulations, based on facts, be adopted.

Facts matter. Commercial solar farms make good neighbors.

Property rights matter. Farmers and landowners should be able to use their land to produce, without unwarranted governmental interference.

Commercial solar farms can make a big economic impact. We need economic development and property tax relief in Reno County.

Bans are not the answer. Good regulations are. Proposed solar farm neighbors will still have a voice in the Conditional Use Permit process for ANY proposed commercial solar farms.

I support solar energy. I recently added solar panels to the roof of my residence. It's the future of clean energy.

Thank you for your time and consideration.

Donald (Keith) Richardson, 602 Rustic Road, Hutchinson, KS 67502

I must confess that I'm at a loss to understand why Reno County wouldn't jump at the chance to embrace the obvious benefits of solar power. It's clean energy, it's renewable, sunlight doesn't pollute (we'll never have to deal with a disastrous sunlight spill), and it could mean millions to Reno County and her land owners. To place a

ban on solar power (whether in zoned areas or not) is to ignore and/or deny sound applied science, long-recognized and honored property rights and importantly, economic common sense.

I'm pushing 70 so I'm on the downhill slope, but I worry what sort of planet I'll leave behind for the young kids out there today. Our Earth is getting warmer—there's no doubt about that—and we know why, and we know the consequences are grim. That's why a ban on renewable energy is such an astounding denial of reality. Our children and their children and children's children deserve better.

Any industry can be regulated for the benefit of all concerned and solar or wind power are no exceptions. Wise regulations and oversight are the answers here, not an outright ban.

Thanks in advance for your consideration and valuable time.

Pamela Stroberg, 1200 W. 43rd Avenue, Hutchinson, KS 67502

I am writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. Commercial solar farms would make a significant positive economic county-wide impact. In contrast, this ban would negatively impact **All** taxpayers in the county.

Instead, I would like to see the adoption of responsible, effective, and fair commercial solar farm regulations, based on facts.

Throughout the centuries, we humans have demonstrated that we can expand and evolve. We can explore, create and grow with our changing environment. Currently, to ensure our very survival, we are looking at ways to nurture the earth instead of exploiting it. Solar energy is one of those ways.

No one wants our children to inherit an ever-warming world, with more limited natural resources, and a greater demand for electricity. We must add significant amounts of renewable energy now, while fossil fuels are still cheap and abundant. To help ensure our children's future, we must do everything we can to prevent a Solar energy ban.

Bans are not the answer. Good regulations are. Proposed solar farm neighbors will still have a voice in the Conditional Use Permit process for ANY proposed commercial solar farms.

Thank you for your time and consideration.

Pam Brown, no address provided, Buhler, KS 67522

Speaking as a tax paying resident of Reno County, I oppose any ban on commercial solar farms in the zoned area of Reno County.

Any ban will negatively impact ALL taxpayers in the county since commercial solar farms can have a large economic impact.

Instead I am in favor of responsible, effective, and fair commercial solar farm regulations, based on facts. There are many good reasons, to mention a few:

- 1- Commercial solar farms make good neighbors, I'd have no problem with it.
- 2- Commercial solar will help reduce the CO2 emissions that are causing increasing numbers of climate catastrophes. Our property insurance premiums are becoming unaffordable.
- 3- Commercial solar needs to be an option for farmers and landowners. a ban would constitute unwarranted governmental interference.

Currently, our rural electric cooperative is charging four times its regular price for electricity consumed between the hours of 3 to 6 pm, an optimal time for solar generation. Given the opportunity, they could easily generate more electricity instead of charging a premium for it during the time of meal preparation!

For our children’s sake, let’s start thinking much more about the future! Thank you for your time and consideration.

Ronald & Marsha Fenwick, no address provided.

Please support the responsible effective, and fair commercial solar farm regulations, instead of an indiscriminate ban. Ronald W Fenwick and Marsha L Fenwick

COMMENTS RECEIVED AFTER PACKETS WERE MAILED ON 7-11-24

Casey Swartz, 207 Buckskin Road, Hutchinson, KS 67502

Mark, I'm writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. I would like this included in the official County Record for the upcoming hearing on 7-29-2024

Specifically, I’m addressing an unfounded claim made at the at 11-9-2023 Planning Hearing:

Summary of unfounded Claim 1: Solar panels contain toxic materials that will harm our water

Actual quote: “You’ve heard a lot of the risk of the solar panels when they, um, break, the leaching of all of the toxic chemicals that are in there that can harm our soil and water, especially in the Cheney Lake area, but not only in the Cheney Lake area, but any of our soil and water systems here in Reno County.”

Actual Facts:

Modern solar panels do not contain harmful levels of the toxic materials that often get discussed at public hearings concerning solar development.

It is true that modern silicon solar panels, used in around 97% of solar farms being built today, have on average around 14 grams of lead in each one of them, in the solder connecting the cells together. It is also true that thin-film panels, which make up about 3% of the solar farm market, have cadmium-telluride in them. Not cadmium, but cadmium-telluride. There is a huge difference.

These metals, which are not water soluble, are locked in. Solar panels are put together kind of like the safety glass in your car’s windshield, with layers of tempered glass and flexible plastic laminated together under heat and pressure. In the event of large hail, the laminated glass absorbs the impact and the plastic holds the panel together.

There is ample empirical evidence to show that solar farms present an incredibly low risk to the land. Lower than agriculture. MUCH lower than fossil fuels. Since 2005 we’ve built thousands of solar farms across the US. If water pollution, panel toxicity, panel fragility and other accusations were an issue on solar farms, we’d have empirical evidence of it by now. But we don’t. Scores of studies show the exact opposite.

Resources:

Toxic Solar Panels in Cheney Lake Watershed

LINK: <https://www.youtube.com/watch?v=X1-lwxAVIil&t=5s>

A Reality Check About Solar Panel Waste and the Effects on Human Health

LINK: <https://insideclimatenews.org/news/12102023/inside-clean-energy-reality-check-solar-panel-waste/>

Health and safety impacts of solar photovoltaics may 2017

LINK: https://nccleantech.ncsu.edu/wp-content/uploads/2018/05/Health-and-Safety-Impacts-of-Solar-Photovoltaics-2017_white-paper.pdf

Unfounded concerns about solar panel toxicity are slowing decarbonization

LINK: <https://drive.google.com/file/d/1XtmCVBctb4nuJlqBYndpwd2l2c7jGtyz/view>

Thank you for your time and consideration.

Regards, -Casey Swarts 207 Buckskin Rd Hutchinson, KS 67502 FactualSolar.com

Sherry Cooper, 919 E. 3rd Avenue, Hutchinson, KS 67501

Sirs,

I write in opposition to the proposed ban on commercial solar farms in the zoned areas of Reno county.

We need energy diversity, many sources used together. Solar energy is a cost effective, low risk option in the effort to create long-term energy independence.

We have an opportunity to move into a better future for the residents of Reno county, and I oppose a government imposed ban on the use of that technology.

Mary Wade, 103 W. 18th Avenue, Hutchinson, KS 67502 (received via email from Commissioner Friesen)

I am opposed to the proposed ban on commercial solar farms...

Property rights matter. Farmers and landowners need additional options. They should be able to use their land without unwarranted governmental interference.

Commercial solar farms can make a big economic impact. This ban negatively impact ALL taxpayers in the county.

Our children are going to inherit an ever warming world, with more limited natural resources, and a greater demand for electricity.

Bans are not the answer. Good regulations are. I'd like, to see what else this commission can come up with instead of a ban. Do a little more work and try to find a solution that does not take away land owners rights to their own property. I thought less government regulations were what you were all about.

Brian E. Davis, P.O. Box 2500, 11 South Main, Hutchinson, KS 67504-2500 (received via email from Commissioner Friesen)

I am writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County.

Commercial solar farms can make a big economic impact. This ban negatively impact ALL taxpayers in the county. Instead I would like to see responsible, effective, and fair commercial solar farm regulations, based on facts, be adopted.

Facts matter. Commercial solar farms make good neighbors.

Building additional generation, while reducing CO2 emissions, matters. Our children are going to inherit an ever warming world, with more limited natural resources, and a greater demand for electricity. We must add significant amounts of renewable energy now, while fossil fuels are still cheap and abundant.

Property rights matter. Farmers and landowners need additional options. They should be able to use their land to produce, without unwarranted governmental interference. Bans are not the answer. Good regulations are. Proposed solar farm neighbors will still have a voice in the Conditional Use Permit process for ANY proposed commercial solar farms.

An optional paragraph about how you feel about solar energy, in your own words.

Thank you for your time and consideration.

Ron & Marsha Fenwick, 413 W. 6th Avenue, Buhler, KS 67522 (received via email from Commissioner Friesen)

We are writing to you today in opposition to a ban on commercial solar farms in the zoned areas of Reno County.

There is no scientific, factual information out there that says solar farms cause contamination or health issues of the land, water, or air. It is a safer source of energy than the issues that oil wells could/can cause to our fields, water aquifers, and air we breathe.

We thought elected Republican officials were in favor of individual land rights, but by voting against all commercial solar farms, you are voting against what you stand for. Do not interfere by creating a "one size fits all" government! Landowners should be able to make up their own minds to use their land to be good, future-thinking neighbors to all. Property rights matter big time!

It is time Reno County took a step into the future and lead the way to a cleaner, better source of energy by allowing commercial solar farms! Look to the future of our children, grandchildren, and future generations and take a stand against what is now happening to the Earth God gave us to live on.

Bans are not the answer. Good regulations are. Do what is right and and best for our world and vote against this ban.

Jeanne Ritter, 1308 E. 26th Avenue, Hutchinson, KS 67502

I am writing in opposition to a ban on commercial solar farms in the zoned area of Reno County.

Rather than a ban I would like to see adopted responsible, effective, and fair commercial solar farm regulations which are based on facts.

Thank you

Casey Swartz, 207 Buckskin Road, Hutchinson, KS 67502

Mark, I'm writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. I would like this included in the official County Record for the upcoming hearing on 7-29-2024.

Specifically, I'm addressing a claim that Commissioner Ron Hirst has repeatedly made:

Summary of Claim 2: Rural voices count more than urban voices in the solar regulation process

Actual Hirst quote 7-16-2024: "We have heard from people in the zoned area. Those folks seemed to come from the city and not from the area that's involved in this. And so we've heard from the people involved in this, and so I would have a tendency to follow the people that are actually in the area that solar is."

NOTE: Commissioner Hirst has made accusations similar to this in 3 previous Commission meetings as well.

Facts/Thoughts: First of all, public input is supposed to be one factor in the planning and zoning process; facts, evidence and compatibility with the Comprehensive County Plan are also factors. The real question for planners in the regulation process is whether the use in question is a proper and appropriate use of the land. It shouldn't be a popularity contest.

Secondly, the public input asking for bans in 2023, from the official record, consisted of: 3 Reno County households asked to ban commercial solar countywide; 10 Reno County households asked to ban commercial solar in the Cheney Lake Watershed; and a 361 signature petition to ban commercial solar in the Cheney Lake Watershed was presented. There are over 25,000 households in Reno County.

Third, regulations are not the same as an identified project in a CUP process. We do not have a location or identified neighbors in the regulation phase. Solar farms could be placed anywhere. ALL RESIDENTS should have an equal voice at this point in the regulation process. Once a project is identified and in CUP, then obviously, neighbor's voices should carry more weight.

In Conclusion: There is a war raging against renewable energy. As in any war, the first casualty is truth. Anti-solar hate and disinformation are rampant, with good well-meaning people unknowingly repeating falsehoods, doing their best to short circuit solar energy projects, based on a foundation of lies, such as fragile, short-lived and toxic solar panels.

Commercial solar is being banned indiscriminately across Kansas. It should not be banned in Reno County. It should be regulated. My fear is the Kansas legislature will eventually take away regulation from Counties in order to bypass local roadblocks, thus depriving Reno County of the ability to fairly regulate what's in our own backyard.

Thank you for your time and consideration.

Regards, -Casey Swarts 207 Buckskin Rd Hutchinson, KS 67502 FactualSolar.com

Dorn Moore, no address provided, received via email from Commissioner Whitesel through Don Brittain

I agree with your discussion and consensus of prohibiting commercial scale solar in the whole county. Thank you. Dorn Moore

Mary and Mark Treaster, no address provided, received via email from Commissioner Whitesel through Don Brittain

I cannot attend the public meetings on solar farms and county-wide zoning so I wanted to share my thoughts with you in an email.

County-wide zoning- Mark and I have lived in rural Reno County for 40 years on the farm Mark’s family homesteaded in 1872. **We are totally against county-wide zoning.** We understand the pros and cons of county-wide zoning and feel that the pros far outweigh the cons.

Commercial solar- The discussion on commercial solar seems to be hitting rural residents twice. First, the county commission slowed the development of a small-scale solar project developed by Ark Valley Electric. Rural electric customers such as us were disadvantaged when the year-long solar moratorium was in effect. Solar projects such as the Ark Valley project are able to shave the cost of purchasing power at peak times, resulting in lower electric bills for Ark Valley customers. However, that option was held from us for over a year, resulting in higher than necessary electric costs.

Second, as we all know, the price of farmland has increased dramatically but farm income has not seen a comparable increase. Landowners such as us are in a difficult position where we own valuable land but do not see a big return on our investment. Allowing commercial solar projects in Reno County would increase the tax base, increase rural income which would result in an increase in sales tax, and would encourage local landowners to keep their farmland in the family rather than sell to out-of-state buyers. It is a difficult decision to sell a family farm but when the investment doesn’t provide an adequate income sometimes that is the only option. A commercial solar project is compatible with many types of farming so a solar project doesn’t reduce the available ag land but it does increase the income of the landowner and brings in additional tax dollars.

Thank you,
Mary and Mark Treaster

Casey Swartz, 207 Buckskin Road, Hutchinson, KS 67502

I’m writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. I would like this included in the official County Record for the upcoming hearing on 7-29-2024.

Specifically, I’m addressing commercial solar farm regulations and the adoption of preference for Low Impact Solar Farm Design into regulations. I feel this is a much more positive, protective, and proactive path than an indiscriminate ban on commercial solar.

Overview of Low Impact Solar Farm Design:

Commercial solar farms have been around for nearly 20 years. It is becoming clear that when it comes to solar farm design, it pays to leave a light footprint on the land. It reduces cost for the operator, improves community acceptance, and lowers environmental risks.

Regulations can and should include preference for developers who commit to Low Impact Solar Farm Design. This can be stated up-front in the regulations and the CUP could require evidence on how the developer is going to adhere to these principles.

Currently Douglas County is requiring evidence of many of these principles in the CUP process with the developer of the Kansas Sky Energy Project.

In Kansas, with relatively flat open agricultural ground readily available, all of these principles should be a possibility. These principles include:

- Allow for wildlife connectivity
- Avoid areas of high native biodiversity and high quality natural communities

- Centralize inverters and use high string voltages for lower perceived noise levels
- Encourage the use of native vegetation, crops (Agrivoltaics), grazing, and provide wildlife habitat where possible
- Encourage the use of leased land for commercial solar farms
- Minimize infrastructure
- Minimize soil compaction
- Minimize soil disruption
- Preferentially use already disturbed or degraded lands
- Protect water quality and do not cause erosion
- Utilize bi-facial solar panels when applicable
- Utilize single axis trackers

In Conclusion:

In my opinion, Reno County should be regulating, not banning commercial solar. Low Impact Solar Farm Design should be an important component of solar farm regulations. To learn more on this subject I have built a resource page at <https://www.factualsolar.com/regulation/low-impact-solar-farm-design> which explains each core element in more detail, and has links to many quality source materials on the subject.

Thank you for your time and consideration.

Regards, -Casey Swarts 207 Buckskin Rd Hutchinson, KS 67502 FactualSolar.com

Jan Beltz, no address provided

To: Planning Commissioner Members

I am writing to you all regarding the possibility of commercial solar energy systems in Reno County. I could quote all kinds of facts and figures on why these commercial systems should be banned in our county, especially in the Cheney Lake watershed areas, but we all know that someone else could quote just as many facts supporting the systems. Funny how those numbers can be manipulated like that. Here is what cannot be manipulated – the way I, and many others, feel about living in Reno County. I am so proud and thankful that I have gotten to grow up here (my family has resided here for generations), raise my family here, and see my grandchildren get to grow up here. It really is “a little slice of Heaven.”

This is my objection to commercial solar systems – they honestly scare me, both the solar panels themselves and the storage batteries with them. The potential they both have for possible ground and water contamination for years to come and the uncontrollable fires they could cause are very concerning. I honestly don’t know how any well-informed individual living here could not be concerned! I realize there are a number of people who have already signed on to have their land included in this project, many of whom do not live in this area that would be affected. I can’t help but think that most of these individuals are simply seeing dollar signs, regardless of the long-term effects. I want this area to be beautiful and safe for our future generations just as it has been for all of us.

At the very least, please see that an independent, third-party study is conducted, ideally a long-term study, before making a final decision.

Thank you for your time and for looking out for the best for our county.

Jan Beltz
Reno County resident

Bill & Leta Royer, 12100 S. Mayfield Road, Haven, KS 67543

Wanted to let you know that we agree with the text amendments to the April 2016 edition of the Reno county zoning regulations. We feel a great need to protect our land and also our water supply in Reno county. We also own land in the Newton area. We hope and pray that our boards and commissioners in Reno county will follow the lead of Harvey county in protecting the rights of it's citizens and the environment.

Bill and Leta Royer
12100 S Mayfield Rd
Haven KS 67543

Casey Swartz, 207 Buckskin Road, Hutchinson, KS 67502

Mark, I'm writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. I would like this included in the official County Record for the upcoming hearing on 7-29-2024.

Specifically, I'm addressing a claim that has been repeatedly made about loss of agricultural land.

Summary of Claim: We need our agricultural land for protein production and can't afford to lose it to solar farms.

Facts/Thoughts: The number one threat to agricultural lands in the United States is low density suburban sprawl. Once agricultural land is converted to hobby farms and large-lot subdivisions, it will never be used for agriculture again. Ever.

Let's look at actual percentages of agricultural land used by solar, CRP (Conservation Resource Program) enrollment, and ethanol production, to see how they compare.

51.5 million acres of land were devoted to crops for making biofuels, mostly ethanol, in 2023. For 2023 the current total of acres involved in CRP enrollments amounts to 24.8 million acres.

If we made 100% of our electricity from solar energy (which would never happen, but for comparison's sake) it would require 13.6 million acres. That is close to the amount (12 million acres) of federal land offered for lease to the oil and gas industry in 2017 alone. In fact fossil fuels use far more land currently than solar farms ever could.

Transitioning to renewable energy doesn't have to use more land than our current fossil fuel-based energy system. Replacing corn ethanol could free up millions of acres.

Our food supply will not be in danger if commercial solar farms were to supply a large percentage of our energy needs. We have more than enough land for agriculture and energy.

In the end, a Solar Farm is Still a Farm. Solar farms preserve agricultural land for future generations.

At any time, a Reno County farmer can stop farming his/her ground for any reason. You can not force a farmer to farm. Latest available figures show Reno County has about 63,000 acres lying fallow in the Federal Conservation Resource Program (CRP) program. Reno County has about 789,525 acres total in farms. A 1,000 acre solar farm would represent .127% of current Reno County farm acreage.

In Conclusion: Commercial solar is being banned indiscriminately across Kansas. It should not be banned in Reno County. It should be regulated. If commissioners are truly fearful of losing protein production, perhaps a

compromise might be to include a total amount of acreage commercial solar could occupy within Reno County, in commercial solar regulations.

Thank you for your time and consideration.

Regards, -Casey Swartz 207 Buckskin Rd Hutchinson, KS 67502 FactualSolar.com

Monica Ptacek, 1002 Bramble Bush, Hutchinson, KS 67502

Members of the planning commission and county Commissioners,

I am writing to encourage you to allow renewable energy sources in Reno County, particularly commercial solar energy. Taxes in Reno County are high and everyone would like to ease the burden for local taxpayers. Having commercial solar farms would bring a great deal of tax revenue to Reno County. Farmers would have a new source of possible income, the environment would benefit from renewable sources of energy instead of the heavy load of CO2 emissions produced by fossil fuels currently being the primary source of energy. We as a country need to be as energy independent as possible for the long term. Fossil fuels are still playing a vital role in energy independence, but we need a long term solution for generations to come and solar energy is an important part of that solution.

I urge you to adopt a policy allowing commercial solar energy in all of Reno County.

Casey Swartz, 207 Buckskin Road, Hutchinson, KS 67502

I'm writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. I would like this included in the official County Record for the upcoming hearing on 7-29-2024.

Specifically, I'm addressing a claim that has been repeatedly made about commercial solar farms shipping electricity out of the area, and especially to data centers.

Example: Let other states provide their own electricity, and their own land for their own electricity. -County Commissioner, 11-22-2023 Reno Commission Mtg

Facts/Thoughts: Some County Commissioners complain that commercial solar farms will ship the electricity out of our area, and out of state. They use that as a reason to ban commercial solar and paint solar developers in a negative light.

So, how important is it that electricity produced in our County stays local for our use? Let's start by asking a few questions. Do we require that farmers sell their grain locally? Do we require oil producers to sell their oil locally? How about cattle producers, do we require them to sell their beef locally? NO, NO, and NO.

Historically exporting has been a key to wealth and growth for the area doing the exporting. Value is produced in our area, and the product is shipped to those who are willing to pay for it, with a big economic benefit for the region doing the exporting.

Another issue is keeping our electricity and not being a part of the bigger grid. Electricity flows both ways on the grid. It can flow out of State, but electricity can flow into our State and County when we need it as well. The more connected our grid is, the more resilient our energy supply. When we all cooperate, we all benefit.

A final accusation is that the energy gets sent out of state, to large data centers instead of being used locally. While it's true that data centers are a major purchaser of renewable energy, it is also true that we use that

power locally by using data center services. With every Google search, with every YouTube video watched, or Facebook post made, we are consuming renewable energy, locally, from those data centers.

In Conclusion: Commercial solar is being banned indiscriminately across Kansas. It should not be banned in Reno County. It should be regulated. Just because a commercial solar farm may not supply energy locally doesn't mean that commercial solar should be banned. The electric grid transports energy to and from Reno County. We are all in this together. When we all cooperate, we all benefit.

Thank you for your time and consideration!

Regards, -Casey Swarts 207 Buckskin Rd Hutchinson, KS 67502 FactualSolar.com

Ron Sellers, 3400 Thunderbird, Hutchinson, KS 67502 – received via email from Don Brittain, Director of Public Works

7-24-2024

County Planning Commission

Subject: Written testimony against a commercial solar ban

As I will be out of town on July 29th when you conduct your public hearing, I am writing to you to voice my concerns related to a commercial solar ban.

I reside in the city of Hutchinson but have ownership of rural Reno County farmland.

Please put me down as being against a prohibition of commercial solar in the zoned area of Reno County.

Property rights are important, and a fundamental pillar upon which our society is based.

Properly regulated, solar energy projects are not harmful to the environment, or to neighbors. I cannot support the elimination of property rights when no actual harm can be shown.

We should not zone or legislate based on political views only. Facts must be considered. Property rights must be allowed to grow our community.

To do otherwise sets a precedence that has the potential to negatively impact other industries and individuals looking to make Reno County their home. The County must grow. We cannot oppose every new technological idea, or we cannot expect to gain population or tax base.

Again, please register my written testimony against a prohibition of commercial solar in the zoned area of Reno County, for the hearing on July 29th.

Thank you.

Doug Ptacek, 1002 Bramble Bush, Hutchinson, KS 67502

I would like to take this opportunity to request Reno County think about not banning commercial solar farms in zoned areas of our county. I believe that solar is the future of our country. Continued reliance only on fossil fuels will continue to affect climate change, negatively affect the future for our children and grandchildren.

Solar will provide an inexhaustible fuel supply that is safe and reliable to use as well as reducing CO2

emissions. Right now we have fossil fuels but we need to look toward the future; for our county, city and the citizens who reside here.

As well as providing abundant energy by banning commercial solar farms we are taking potential income options away from farmers and landowners. They should be able to use their land for legal means without governmental interference.

Instead of a ban I would like to see responsible, effective, and fair commercial solar farm regulations.

Thank you for your time and consideration.

James Schlickau, no address provided

<https://www.farmprogress.com/management/how-an-indiana-county-got-ahead-of-solar-game>

The URL attached is quite helpful. Please take a few minutes to review the content. Please provide my comments to all Planning and Zoning Board Members.

I am submitting my perspective as a property owner and agricultural producer in the southeast portion of Reno County. Leases are being pursued for a commercial scale solar project near Cheney Reservoir and in the Cheney Lake Watershed District. I am opposed to this development and will provide logical reasons it should be prohibited.

I feel it is vital to protect the water within the reservoir by proactively restricting development of the drainage area that flows into it. The greater Wichita area receives nearly 70% of its water from the reservoir, and is already restricting water use to residents due to low water levels. I can not speak for the residents in the unzoned portions of Reno County. They have chosen to remain unzoned and therefore unprotected from unwanted development. I am asking for your consideration to prohibit commercial scale solar within the Cheney Lake Watershed District in the Zoned portion of Reno County.

The water resource is too important for a black swan event - something unforeseen and unexpected - to potentially risk contamination. Additionally, I feel the area is better suited and aligned with the Comprehensive Plan for other types of development. It is a growth area for residential development due to proximity for wildlife and recreation opportunities.

I mentioned that I am an agricultural producer, diversified in both growing crops for production and a cow/calf operation. Our family has been stewards of our resources for five generations, and homesteaded to our Haven location in 1872. Our property near the proposed solar development site is native grass and has never been developed. While hand digging post holes to construct cross fencing for rotational grazing to improve grass quality, several holes filled with water before I was finished. That's less than three feet. That location is two miles from the north shore of the lake. My point is that the water table is near the surface, and contaminates could easily make their way into the reservoir.

I think it is critical to restrict where development may and may not occur within Reno County. I strongly recommend prohibiting commercial scale solar generation within the Cheney Lake Watershed District in the Zoned areas of Reno County.

Thank you for your consideration and your service.

Jean Conkling, 21806 S. Broadacres Road, Pretty Prairie, KS 67570

Dear Members of the Reno County Planning Commission -

RE: Amendments being discussed at the Public Hearing on July 29, 2024 –

First of all, thank you for all the time, thought, and energy that you have already put into this process regarding Solar Energy regulations as well as your continuing efforts to provide protections for Reno County residents and for our county's water resources.

Regarding text amendments Article 15-105(58a) and 15-109 (2) (A)

Theses seem to be clearly stated

Regarding text amendments 15-109 (1) (L) and 15-109 (2) (H)

(1) It would be helpful to more specifically clarify how the maximum height of 20 feet would be defined or how it would specifically be measured (since originally no ground mounts were allowed) as well as adding setbacks from property lines.

(2) Also, it would help to clarify / define / give examples of what specific Ag “uses” are being exempted.

Regarding Article 15-111 (8)

-
It is definitely of extreme importance to ensure the protection of the valuable water source of the Cheney Reservoir by prohibiting the construction of commercial solar energy systems in the entirety of the watershed area in the zoned areas of Reno County.

I would like to make an additional request as well for -
an “overlay zoning” *of the commercial solar energy regulations* in the entirety of the unzoned areas of Reno County, regulations included which should be written to *specifically ensure the protection of the watershed areas also in these currently unzoned areas.*

Thanks again for all your diligent work on making these regulations strong enough to hold companies (as well as individuals) accountable & responsible for making their solar renewable energy facilities safe for all Reno County citizens and for our environment.

Gary & Sandra Coleman, 8314 S. Pleasant Valley Road, Haven, KS 67543

Good Morning Mark,

Regarding the upcoming July 29th public hearing, we oppose a commercial solar energy systems in zoned areas of Reno County.

Much is rushing through without thoughtful consideration of all consequences. I wonder how, for example, turbines could be placed in the ocean without accounting for the salt water rusting out the steel..

Best Regards,

Dorothy Barnett, Executive Director of the Climate & Energy Project, P.O. Box 1858, Hutchinson, KS 67504

Dear Reno County Commissioners,

I'm unable to join you in person on 7/29 due to a pre-scheduled eye surgery, but I wanted to share my concerns with a utility scale solar ban.

As a Reno County resident and the executive director of the Climate + Energy Project, a 17 year old nonprofit who has worked on state renewable energy policy, I oppose a utility scale solar ban.

As I've listened to your concerns with solar, much of the discussion has been based on misinformation. I'm attaching a solar myths document with citations for you to consider. I'm also attaching a Burns & McDonald report that provides an overview of zinc concerns that I've heard raised by opponents. The key takeaway is that there are little to no concerns of galvanized steel posts from solar arrays contaminating soil or water.

I know there has been concern about broken solar panels contaminating groundwater or soil, I'd encourage you to read through this story about a [large Texas project](#) that was recently in the news. Modern solar panels are designed to withstand large hail and if broken, can be easily replaced.

As a supporter of clean energy, I encourage you to make decisions about a solar ban based on facts and not misinformation. I also encourage you to think about the economic benefits Reno County will be losing out on if you say no to solar.

According to an Economic Impact report by the University of Kansas for a proposed solar project in Douglas and Johnson Counties, which I have attached, Total economic impact associated with a 300 MW solar project over 30 years would generate a present value of: \$200 million in value added and \$111 million in labor income at the state level plus \$150 million in value added and \$72 million in labor income for Douglas and Johnson County.

There are many needs in Reno County that could be met with this kind of increased revenue. Please say YES to utility scale solar.

Regards,
Dorothy

Casey Swartz, 207 Buckskin Road, Hutchinson, KS 67502

I'm writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. I would like this included in the official County Record for the upcoming hearing on 7-29-2024.

Specifically, I'm addressing a claim that has been repeatedly made about commercial solar farms lowering property values for neighbors.

Example: *"Lastly, how much will this actually decrease land values in the area. Although I am not a fan of increased housing development on Ag land, I would guess this will put a stop to it in southeast Reno County."* - Stated at 11-9-2023 Reno Planning Hearing

Facts/Thoughts:

There have been many studies done on this and overwhelmingly the answer is NO, property values will not go down long term, not by a long-shot. Some studies have found values can go down a few percentage points right after solar farm construction, but once everyone gets used to the solar farm and realize it actually makes a really good neighbor, values rebound to what they were before. Other studies show no decline at all.

And, for agricultural properties that host solar farms, the additional income from the solar lease may actually increase the value and marketability of those properties. Agricultural land values could also increase area-wide when commercial solar farms are allowed, as landowners in general would have potential to increase their revenue.

In Conclusion:

Commercial solar farm bans are not the answer. Solar farms make good neighbors. They don't reduce land values. They are quiet, require little maintenance, and invite little traffic. People who are greatly irritated with renewable energy will not like being next to a solar farm. It is psychological in nature, and a fact of life. You just can't make everyone happy. But to say that homes won't be built in proximity to solar farms seems a little far-fetched given the fact that a solar farm is such a benign entity.

As solar farms become more and more common they will fade into the background, just like most other infrastructure in the countryside. Instead of indiscriminate bans, we in Reno County need responsible, effective, and fair commercial solar farm regulations

Resources:

Market Impact Analysis Koshkonong Solar Farm Dane County, WI:
<https://apps.psc.wi.gov/ERF/ERFview/viewdoc.aspx?docid=409444>

Property Values and Utility-Scale Solar Facilities:
<https://cleanpower.org/wp-content/uploads/2021/08/Solar-and-Property-Values-Fact-Sheet.pdf>

Thank you for your time and consideration.
Regards, -Casey Swarts 207 Buckskin Rd Hutchinson, KS 67502 FactualSolar.com

Rev. Robert Schmutz, 14601 S. Yoder Road, Haven, KS 67543

To The Members of the Reno County Planning Commission:

This letter is being written in order to address the issues and Amendments being discussed at the Public Hearing on July 29, 2024.

Thank you for your time and effort serving on the Reno County Planning Commission. I know you do so because you care about Reno County and the people who call it home. Thank you also for all of the time and attention you have given to the process of considering Solar Energy regulations in Reno County, and for your efforts to provide protections not only for Reno County residents, but also for Reno County's water resources. And, I'd also like to say thank you for taking the time to read my letter.

First of all, as a rural Reno County resident who lives within the Cheney Reservoir Watershed and the Cheney Lake Water Quality Area (14601 South Yoder Road, Haven, KS, 67543), I am not in favor of any kind of large scale commercial and/or utility scale solar project in rural Reno County, and most definitely within the bounds of the Cheney Reservoir Watershed. There is just way too much that could go wrong with the introduction of a large commercial or utility scale solar project within these bounds.

As you read this letter please forgive me if I have misunderstood any of the text amendments I have read and refer to, or if I appear to be bringing up things that are in your eyes obvious. I assure you, for most of us, as we read documents like these, they can be both very confusing and frustrating to try to understand. And, in the day and age we live in, please know that there is unfortunately little trust in both corporate America, and many of the institutions and representative agencies of Government.

With that being said, in regards to text amendments 15-109 (1) (L) and 15-109 (2) (H), can you give specific examples of, or provide clarification on “Ag uses” that would be exempted?

Also, as I look at Article 15-111 (8), and as I referred to above, I believe it is extremely important Reno County residents ensure the protection of both Cheney Reservoir and the Cheney Watershed area. Therefore, I would like to see a blanket prohibition on the development and/or construction of any large commercial or utility scale solar project in the Cheney watershed area regardless of whether it is in a zoned or un-zoned part of Reno County.

Please know that I do plan on attending the public hearing on Monday, 7/29/24 at 5:30pm, at the Reno County Public Works Facility, and that I will likely have more questions for you there.

Thank you again for taking the time to read my letter, and thank you very much for the work you do.

Sincerely,

Rev. Robert E. Schmutz

Casey Swartz, 207 Buckskin Road, Hutchinson, KS 67502

I'm writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County. I would like this included in the official County Record for the upcoming hearing on 7-29-2024. Specifically, I'm addressing property rights.

Property rights matter.

Kansans want their property rights to be upheld — If a farmer is causing no harm to their neighbors, who are we to deny them their right to use their property the way they see fit?

In the context of a citizen having the right to influence the property use of their neighbor, historically, neighbors have had a handful of situations that could trigger a valid claim: Noise, odor, visual appearance, traffic, and burdening the community with social costs.

When it comes to commercial solar farms, the only one of these five key contentious items that appears relevant is visual appearance, while the last one actually presents itself as an asset, moving from a cost to a benefit.

Many typical uses of farmland can be more troublesome to neighboring lands, making clean, quiet, and economically valuable solar farms appear to many as a best-case land use scenario.

For example, chicken farms, hog farms and feedlots bring measurable and concerning environmental hazards like storm water runoff issues, foul odors, noises and environmental impacts. Traditional farming may also bring tilling, burning, and the use of herbicides and fertilizers that bring their own environmental impacts and public health concerns. But in the end, the property rights of these farmers are protected and we allow them to incorporate these uses of their land, if they choose.

Right to farm laws were enacted in the early 80s to protect farmers from nuisance lawsuits by neighbors, who increasingly were new low density suburban sprawl construction, not involved in agriculture.

Kansas Right to Farm Law upholds that farmers have the right to engage in agricultural activities on their land, thereby influencing zoning policies in rural areas. Landowners may find that local zoning regulations are

supportive of farming practices, even when neighboring properties transition to non-agricultural uses. With this legal backing, farmland is protected from ordinances that could otherwise restrict agricultural uses.

Solar farms don't currently fall under traditional agricultural activities protected by these laws. But that may change in the future. As NIMBY continues to thwart renewable energy projects, and tread on property rights, changes may come in State Laws, including the ability of the State to override local decisions, and new additions to right-to-farm laws.

In Conclusion:

Freedom and Property Rights are inseparable. Instead of indiscriminate bans, we in Reno County need responsible, effective, and fair commercial solar farm regulations

Thank you for your time and consideration.

Regards, -Casey Swarts 207 Buckskin Rd Hutchinson, KS 67502 FactualSolar.com

James Taylor, 52 Eastwood Drive, Hutchinson, KS 67502

Mark,

I am writing this letter in support of commercial solar in Reno County.

One complaint that I hear politicians from both parties talk about is that the voters want lower property taxes. This can be accomplished in one of two ways: cutting services or finding an additional source of revenue. Many would favor cutting services but no matter what you cut, it will have a negative impact on many people. Commercial solar, if built, would provide a significant increase in tax revenue that could be used to cut property taxes.

Some people will complain no matter what new enterprise comes into the County. If you were to tell these people that this will enable you to cut property taxes, many would change their position. An added bonus is that after the solar facility is operating, the cost of that electricity would stay the same for at least 25 years which should reduce the need for increased electric rates.

We know that there will be an increasing demand for clean energy. I would like to see Reno County help meet this need. Your vote to approve commercial solar would be greatly appreciated.

Nancy Lestishen, 41 Meadowlark Lane, Hutchinson, KS 67502

Dear Mr. Vonachen,

I am writing to you today in opposition to a ban on commercial solar farms in the zoned area of Reno County.

Commercial solar farms can make a big economic impact. This ban negatively impacts ALL taxpayers in the county.

Instead I would like to see responsible, effective, and fair commercial solar farm regulations, based on facts, be adopted.

Facts matter. Commercial solar farms make good neighbors.

Building additional generation, while reducing CO2 emissions, matters. Our children are going to inherit an ever-warming world, with more limited natural resources, and a greater demand for electricity. We must add significant amounts of renewable energy now, while fossil fuels are still cheap and abundant.

Property rights matter. Farmers and landowners need additional options. They should be able to use their land to produce, without unwarranted governmental interference.

Bans are not the answer. Good regulations are. Proposed solar farm neighbors will still have a voice in the Conditional Use Permit process for ANY proposed commercial solar farms.

Thank you for your time and consideration.

Dorn Moore, no address provided

I agree with your discussion and consensus of prohibiting commercial scale solar in the whole county. Thank you. Dorn Moore

Wade Spencer, 17005 S. Haven Road, no city provided

Mr. Vonachen,

My name is Wade Spencer and I live at 17005 S. Haven Road. I am against Commercial Solar farms for so many different reasons.

1. It takes over 4000 consecutive Acres for a Commercial Solar field; this is over 6.25 square miles.
2. You will lose animal habitat and hunting
3. They will disrupt all the ground they are on.
4. With heavy rains the erosion will go downward to the lake
5. The efficiency of a Commercial field are between 15-25%
6. The batteries are Lithium Ion, and they are not stable. If they catch on fire, there isn't a lot you can do to put them out other than dump tens of thousands of gallons of water on them. Chemicals will end up in the lake or ground water then the magnitude of contamination could be catastrophic. Most of these batteries are not even allowed on airplanes.
7. There are some studies being done in colleges on the affects of solar fields and batteries which we should look at very hard.
8. I do not mind the roof mounted or the ground mounted units, they don't take up precious farm ground and animal habitat.
9. None of this power will stay in Kansas.
10. 7 of the 10 ground owners live outside of Kansas so 75% of all the monies will be going out of state.

Best Regards,

Norman Diggs, 4602 E. Arlington Rd., Haven, KS 67543

As a concerned resident of Reno County, please know I strongly oppose the building and operation of Commercial Solar Energy Systems in our Reno County.

I'm writing to support the Amendments to the earlier purposed Zoning Regulations for Commercial Solar Energy Systems in Reno County.

Specifically, those referenced below, and as stated on www.renogov.org

As stated herein:

Create Articles 15-105(58a),

Which clarifies that a Solar Energy System (Limited scale commercial) requires a conditional use permit.

Amend Article 15-109(1)(L)

Which establishes zoning regulations for a private solar energy system in the AG - Agricultural District.

Amend Article 15-109(2)(A)

To eliminate the term "Solar Collectors" from the zoning regulations.

Create Article 15-109 (2)(H) Which establishes zoning regulations for a private solar energy system in the R-1 Rural Residential District, 2R Suburban Residential District, R - 3 Single Family Residential District, and V-1, Village District.

Create Article 15-111(8)

which Prohibits a commercial solar energy system as defined at Article 25 - 103(5) within the jurisdictional boundaries referenced in Article 1-, 103 of Reno County Zoning Regulations and defined by Reno County Resolution 2016-09 and 2020-10.

Please remember to put Safety First. If and when technology is sound, has a long proven track record of safety, reliability, and efficiency, future amendments can be made.

Charlene Schlickau, no address provided

I am providing my input regarding the upcoming Planning and Zoning public hearing with reference to Reno County Solar Regulations. Our family has property in the southeast portion of Reno County where leases are being pursued. We are Ag producers, raising crops for production and cattle ranching, for five generations. We attended the last public hearing on this topic, spoke, and identified ourselves as ag producers. The Chairman at the subsequent meeting stated that "they had not heard from ag producers." That was not a true statement.

I am opposed to Commercial Scale solar projects in Reno County, specifically within the Cheney Lake Watershed District around the reservoir in the zoned portion of the county. Language needs to be included in the regulations prohibiting Commercial Solar and Conditional Use Permits should not be considered or issued.

Thank you for your service and consideration.

Charlene Schlickau

Jean Conkling, 21806, S. Broadacres Road, Pretty Prairie, KS 67570

Dear Members of the Reno County Planning Commission -

RE: Amendments being discussed at the Public Hearing on July 29, 2024 – as well as continuation of future regulations considerations.

First of all, thank you again for all the time, thought, and energy that you have already put into this process regarding Solar Energy regulations *as well as your continuing efforts to provide protections for Reno County residents and for our county's environmental resources.*

In an earlier email I made comments specifically addressing the amendments for the July 29, 2024 public hearing, but over the weekend, research brought to light additional info about commercial utility-scale solar energy projects.

I have attached a couple of additional resources that provide information about the impact that solar facilities can potentially have on the environment and how responsible placement and construction & management considerations can help mitigate those impacts. Each article has further research-based links to support their context.

I encourage you to continue your research with these sites as well as with other sites that may be passed along to you by Reno County citizens.

Again, thank you for all your diligent work & research into this process of renewable energy considerations as you continue to develop strong regulations..

Mark,

One additional site that the Planning Commission may have already been provided with regarding water issues earlier includes the following...

The hard truth of building clean solar farms

<https://www.popsci.com/environment/solar-farm-construction-epa-water-violations/>

with the accompanying release by the EPA

<https://www.epa.gov/newsreleases/epa-announces-settlements-resolve-clean-water-act-violations-four-solar-farm>

Mark,

Once again, please forward this email on to the Reno County Planning Commission before the Monday, July 29, 2024 public hearing to be included as part of my comments for this hearing.

This info is most likely being sent in late enough that it may not be able to be reviewed by the Planning Commission members before tonight's meeting, but I would like the Planning Commission to have these attachments included as info along with all the other comments presented personally at tonight's meeting for their review regarding development of solar regulations in Reno County.

The info presented in these links help support the prohibition of commercial solar in the zoned areas of Reno County as well as providing thoughts for strong regulations for use in an overlay of solar development in the unzoned areas of Reno County.

Thank you in advance for timely forwarding this email to them.

Jean Conkling

Utility solar defined:

<https://www.sciencedirect.com/science/article/abs/pii/B9780128099216000306>

Studies currently being done to research best practices of utility solar farm:

Virginia Tech research project:

<https://cardinalnews.org/2023/08/08/virginia-tech-led-researchers-to-study-large-solar-farms-impact-on-soil-water/>

Year one results of VT research project:

https://www.bayjournal.com/news/energy/research-to-help-solar-farms-reduce-erosion-and-runoff/article_65b2600e-4066-11ef-877a-07d22ef0384e.html



Berkley research project:

<https://emp.lbl.gov/news/berkeley-lab-s-latest-utility-scale-1>

Ohio research project:

<https://energynews.us/2024/07/29/large-scale-ohio-research-project-to-explore-how-solar-and-farming-can-co-exist/>

Future in solar?

<https://www.renewableenergyworld.com/solar/closed-loop-re-used-solar-panels-to-power-solar-panel-recycling-facility/>

<https://emp.lbl.gov/utility-scale-solar/>

<https://news.mongabay.com/podcast/as-new-england-forests-are-razed-for-solar-power-experts-urge-smarter-siting/>

<https://waareertl.com/rooftop-solar-vs-utility-scale-solar-pros-and-cons/>

<https://solareis.anl.gov/guide/environment/>

*Note – this site also has links to addition info regarding Solar Energy topics.

Solar Energy Guide

[Utility-Scale Solar Energy](#)

[Electric Transmission](#)

[Photos](#)

[Links](#)



Solar Energy Development Environmental Considerations

Utility-scale solar energy environmental considerations include land disturbance/land use impacts; potential impacts to specially designated areas; impacts to soil, water and air resources; impacts to vegetation, wildlife, wildlife habitat, and sensitive species; visual, cultural, paleontological, socioeconomic, and environmental justice impacts, and potential impacts from hazardous materials. Solar power facilities reduce the environmental impacts of combustion used in fossil fuel power generation, such as impacts from green house gases and other air pollution emissions. Unlike fossil fuel power generating facilities, solar facilities have very low air emissions of air pollutants such as sulfur dioxide, nitrogen oxides, carbon monoxide, volatile organic compounds, and the greenhouse gas carbon dioxide during operations. In addition to these benefits of solar development, construction and operation of solar facilities creates both direct and indirect employment and additional income in the regions where the development occurs. However, there are also some adverse impacts associated with solar power facilities that must be considered in BLM's process of granting solar right-of-way authorizations and DOE's process of developing environmental guidance for solar facilities. Potential adverse impacts to various resources associated with the construction, operation, and decommissioning of solar power plants are briefly outlined below. These impacts and mitigation measures for solar facilities are addressed in detail in the Solar Energy Development Programmatic EIS.

Land Disturbance/Land Use Impacts

All utility-scale solar energy facilities require relatively large areas for solar radiation collection when used to generate electricity at utility-scale (defined for the Solar PEIS as facilities with a generation capacity of 20 MW or greater). Solar facilities may interfere with existing land uses, such as grazing, wild horse and burro management, military uses, and minerals production. Solar facilities could impact the use of nearby specially designated areas such as wilderness areas, areas of critical environmental concern, or special recreation management areas. Proper siting decisions can help to avoid land disturbance and land use impacts.

Impacts to Soil, Water, and Air Resources

Construction of solar facilities on large areas of land requires clearing and grading, and results in soil compaction, potential alteration of drainage channels, and increased runoff and erosion. Engineering methods can be used to mitigate these impacts.

Parabolic trough and central tower systems typically use conventional steam plants to generate electricity, which commonly consume water for cooling. In arid settings, any increase in water demand

can strain available water resources. Use of or spills of chemicals at solar facilities (for example, dust suppressants, dielectric fluids, herbicides) could result in contamination of surface or groundwater. The construction and operation of solar facilities generates particulate matter, which can be a significant pollutant particularly in any nearby areas classified as Class I under Prevention of Significant Deterioration regulations (such as national parks and wilderness areas).

Ecological Impacts

The clearing and use of large areas of land for solar power facilities can adversely affect native vegetation and wildlife in many ways, including loss of habitat; interference with rainfall and drainage; or direct contact causing injury or death. The impacts are exacerbated when the species affected are classified as sensitive, rare, or threatened and endangered.

Other Impacts

Because they are generally large facilities with numerous highly geometric and sometimes highly reflective surfaces, solar energy facilities may create visual impacts; however, being visible is not necessarily the same as being intrusive. Aesthetic issues are by their nature highly subjective. Proper siting decisions can help to avoid aesthetic impacts to the landscape.

Cultural and paleontological artifacts and cultural landscapes may be disturbed by solar facilities. Additionally, socioeconomic impacts (both positive and negative) may be associated with solar facilities. For example, solar energy development could provide new employment opportunities, but an influx of workers could disrupt public services. These impacts may be disproportionately experienced by minority or low-income populations, thus resulting in environmental justice issues.

Photovoltaic panels may contain hazardous materials, and although they are sealed under normal operating conditions, there is the potential for environmental contamination if they were damaged or improperly disposed upon decommissioning. Concentrating solar power systems may employ materials such as oils or molten salts, hydraulic fluids, coolants, and lubricants, that may be hazardous and present spill risks. Proper planning and good maintenance practices can be used to minimize impacts from hazardous materials.

Concentrating Solar Power (CSP) systems could potentially cause interference with aircraft operations if reflected light beams become misdirected into aircraft pathways. Operation of solar facilities, and especially concentrating solar power facilities, involves high temperatures that may pose an environmental or safety risk. Like all electrical generating facilities, solar facilities produce electric and magnetic fields. Construction and decommissioning of utility-scale solar energy facilities would involve a variety of possible impacts normally encountered in construction/decommissioning of large-scale industrial facilities. If new electric transmission lines or related facilities were needed to service a new solar energy development, construction, operation, and decommissioning of the transmission facilities could also cause a variety of environmental impacts.



Utility Scale Solar Myths vs. Facts



Myth: *Solar projects will impact soil and prime farmland in the future.*

Reality: While farmland under solar panels cannot be used for crop production during the life of the project, letting the soil rest during the project life can help the farmland remain productive in the future. When solar projects are decommissioned and removed, the underlying land can be returned to productive agricultural use. Voluntarily participating in a solar project provides area landowners and farmers an opportunity to diversify their income and harvest what they choose—the sun, crops, or both.

Myth: *Solar projects significantly impact the environment and drive away wildlife.*

Reality: Solar projects will work in harmony with the environment. It will not impact hunting or recreation on neighboring lands and is designed to minimize any impact to local wildlife. In fact, of all forms of energy generation, solar energy has among the lowest impacts as it emits no air or water pollution, requires no drilling or mining for fuel, emits little sound and creates no hazardous by-products from the power it generates.¹

Myth: *Solar panels are dangerous and leach chemicals into the ground and pose a risk to public health.*

Reality: Modern, photovoltaic (PV) solar panels are made of materials typically found in electronic equipment and are encased so they don't pose a concern for water supply or public health. Panels are made of solid materials and do not pose a chemical hazard to the public, underlying soil or groundwater.²

Myth: *Solar projects cause higher ambient temperatures.*

Reality: All available evidence indicates there is no solar temperature increase caused by solar arrays. Solar panels absorb photons from direct sunlight and convert it to electricity. This minimizes the likelihood of substantially changing temperatures at the site or surrounding communities.³

Myth: *Solar panels are not safely disposed of after use.*

Reality: Although modern solar panels can be safely disposed of in landfills, they can also be recycled. PV solar panel recycling technologies that have been implemented over the past decade recover over 95% of semiconductor material and over 90% of the glass in the panels.⁴

Myth: *Solar projects are only being built because of government subsidies.*

Reality: The levelized cost of energy produced from utility scale solar projects has dropped by 82% of the past decade. Today, new renewable energy sources are cheaper than the operating costs of older, fossil, and nuclear generation.⁵

Myth: *Solar projects drive down property values*

Reality: There is no evidence to indicate solar projects impact neighboring property values. A 2021⁶ study found no measurable impact on property values adjacent to solar projects. Additionally, solar projects bring numerous economic benefits to communities including millions of dollars in additional tax revenue.

¹ 2020 Environmental, Social and Governance Report.

² Wiser, Ryan et al. "On the Path to SunShot: The Environmental and Public Health Benefits of Achieving High Penetrations of Solar Energy in the United States." National Renewable Energy Laboratory 2016.

³ Clean energy results: Questions & Answers, Ground-Mounted Solar Photovoltaic Systems. Massachusetts Department of Energy Resources.

⁴ Weckend, A. Wade, G. Heath. "End of Life Management: Solar Photovoltaic Panels." International Renewable Energy Agency, June 2016.

⁵ Solar costs have fallen 82% since 2010," – PV Magazine, June 2020.

⁶ Property Value Impact Study. Cohn Reznick LLP Valuation Advisory Services, 2 May 2021.

Economic Impacts of the NextEra West Gardner Solar Project

September 2023

Donna K. Ginther, Distinguished Professor of Economics & Director, IPSR
Thomas Becker, Assistant Researcher
Patricia Oslund, Associate Researcher


Institute for Policy & Social Research



Acknowledgements

This study was funded by NextEra Energy and conducted by the Institute for Policy & Social Research at the University of Kansas. The views expressed in this document are those of the authors and do not necessarily reflect the views of NextEra Energy or the University of Kansas. Any errors in this report similarly belong to the authors alone. Donna Ginther, in her role as principal investigator for this project, supervised the study and directed the analysis. Pat Oslund and Thomas Becker gathered and processed data in the model, interpreted results, and wrote this report. The authors wish to thank Emily Myers for her help designing and formatting this document, as well as Jena Gunter, Xan Wedel, and others at IPSR for their roles in managing this project and producing this report. The authors also thank Natalie Schott and the NextEra staff for providing data, clarifications, and advice regarding this study. We would also like to recognize Alan Anderson at Polsinelli's National Energy Practice Group, who collaborated with IPSR and NextEra throughout this analysis and added many helpful clarifications.

Executive Summary

NextEra Energy commissioned researchers from the Institute for Policy & Social Research at the University of Kansas to investigate the potential economic impact of the West Gardner Solar Project, a new solar power generation facility near Gardner, Kansas. Using the IMPLAN economic model and cost projections provided by NextEra, as well as public economic data, we estimated the state and local impact from the construction and operation of this development.

Our conventional analysis investigates the impacts of the construction and operation of the West Gardner Solar project on the combined Douglas and Johnson County region and the state of Kansas. We estimate impacts in terms of job-years (one year of employment for one worker) created, increased value added (or the change in statewide GDP associated with the project), and labor income (all forms of employee compensation and earnings by self-employed workers). The total economic impact associated with the project includes direct, indirect, and induced impacts over the 30 year lifespan of the project. We also estimate the tax revenue resulting from this project and the economic impact of increased government expenditures associated with it. Discounting future impacts with a 4 percent discount rate, our analysis found that the West Gardner Solar Project would generate a present value of:

\$200 million in value added and \$111 million in labor income at the state level

\$150 million in value added and \$72 million in labor income for Douglas and Johnson counties

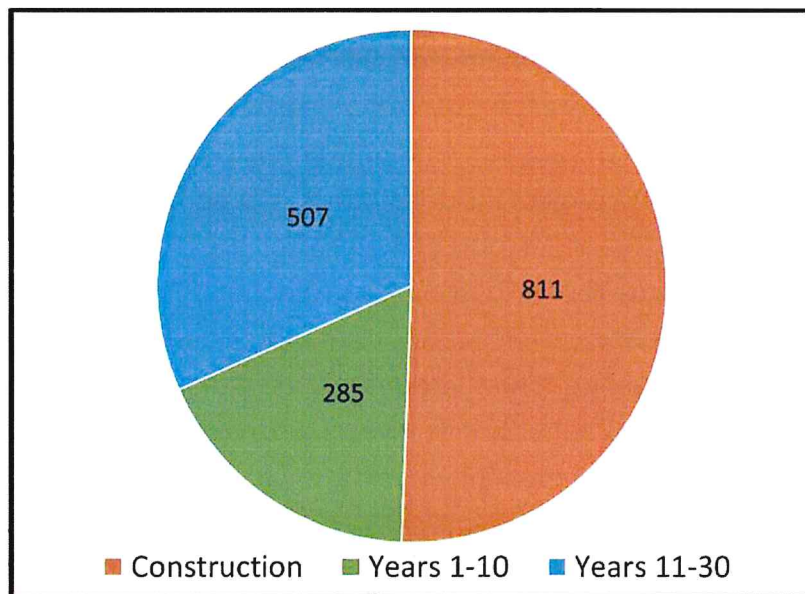
In **total, non-discounted terms**, these figures are: **\$155 million** in labor income and **\$296 million** in value added at the state level, with **\$144 million** in labor income and **\$244 million** in value added at the county level.

We extended our analysis to include a discussion of social benefits from expanding green energy production. Based on recent market trends, and using governmental estimates of the social cost of carbon emissions and the regional healthcare costs of coal-related pollution, we found that the West Gardner Solar project will generate a present value of:

\$614 million in social savings from carbon reduction

\$172 million in regional health savings from pollution avoidance

Employment Impact of the West Gardner Solar Project by Phase (statewide, in discounted job-years)



We estimate the direct, indirect, and induced impacts of the West Gardner Solar project will increase statewide employment by 1,603 discounted job-years over the life of the project (see figure above). Of these, 1,050 will be in Douglas and Johnson counties. About half of this employment will come during the initial 20-month construction phase.

Introduction

The West Gardner Solar Project is a proposed solar farm and battery energy storage facility near Gardner, Kansas, occupying approximately 3,000 acres on the border between Douglas and Johnson counties. The project will be owned and operated by NextEra Energy, a Florida based energy company with solar projects currently operating in 27 states (NextEra 2023). NextEra operates nine wind farms in Kansas, but the West Gardner Solar Project would represent their first solar installation in the state. The project will consist of photovoltaic solar arrays with a rated generating capacity of approximately 320 megawatts, making it by far the largest solar energy producer in Kansas. Additionally, the project will include a battery facility with 128-megawatt (MW) storage capacity.

This project will result in employment opportunities and income for Kansans, especially residents of Douglas and Johnson counties. The construction and operation of the West Gardner Solar project will also result in increased tax revenue at the local and state levels, some of which will in turn be spent in the regional economy. The electricity produced by the West Gardner Solar Project is also expected to replace energy generation from fossil fuels. As a result, part of the total impact of the project will be a reduction in both greenhouse gasses and airborne pollutants that threaten human health.

This report first describes the regional economy surrounding the proposed project site, as well as local and national energy market trends. We will then discuss various sources of potential economic impact and outline an analysis of the expected employment, income, value added, and tax effects of the project. This analysis is divided into construction and operations phases of the project, as well as the individual components of the total impact such as construction labor, materials, operating expenses, and lease payments to landowners.

The results of this analysis are characterized by several measures of economic activity, including employment, labor income, and value added. **Employment**, measured in job-years, describes the net change in jobs per year associated with each aspect of the analysis. A discussion of the advantages of estimating job-years rather than jobs can be found in the summary of our economic impact section. **Labor income** refers to all forms of employment income including employee compensation and income earned by self-employed individuals and unincorporated business owners. **Value added** is the net change in all types of income associated with each aspect. Our analysis also estimates changes in tax revenue to state and local governments. Because the impacts of the West Gardner Solar project will vary by location, we include results both for state level impacts and impacts on the two-county region.

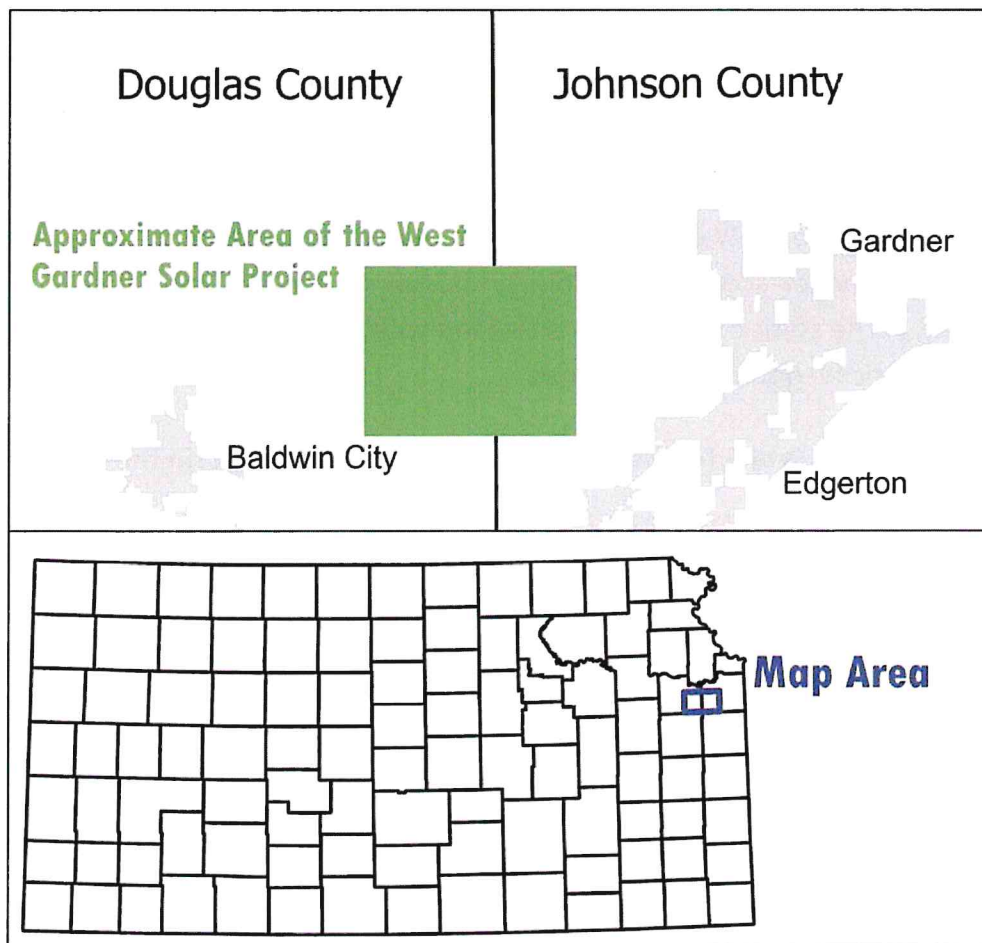
Economic Profile of the West Gardner Region

The West Gardner Solar project will be located on the border between Douglas and Johnson counties, between the cities of Gardner and Baldwin City, Kansas. The populations of Douglas and Johnson counties as of 2022 were 119,964 and 619,195, respectively (U.S. Census Bureau, Population Division, 2023). Northeastern Kansas is the most densely populated area of the state, with more than 1 in 5 Kansans living in Johnson County alone. Both counties have seen rapid growth over the past decade, with Douglas County growing 7.2 percent and Johnson growing by an impressive 12.1 percent between the 2010 and 2020 censuses. Out of the 105 counties in Kansas, Douglas and Johnson rank fifth and second, respectively, in growth for those years.

The two counties had a combined total of 546,521 employees in 2021 (Bureau of Economic Analysis 2022). The largest employers in the combined two-county region were health care and social assistance with 59,466 employees, professional services (55,924 employees), retail trade (51,045 employees), finance and insurance (49,456 employees), and state and local government (46,530 employees). Johnson County is home to Johnson County Community College (JCCC). With a total enrollment of around

1,600 full and part time students, JCCC offers an Associate of Applied Science degree in electrical technology, which includes instruction specific to photovoltaic solar generation (JCCC 2023). The University of Kansas in Douglas County is a center for research on renewables in the state and was chosen as part of the U.S. Department of Energy's Solar Energy Technologies Office fiscal year 2022 Photovoltaics Research & Development (PVRD) funding program (KU Today 2023).

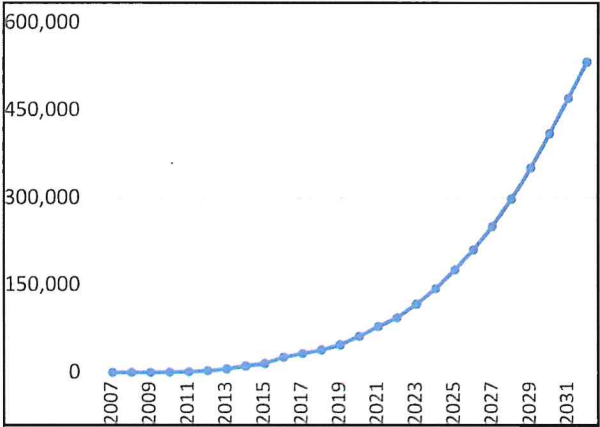
Figure 1. Approximate Location of the West Gardner Solar Project



Solar Development in Kansas and the United States

This section of the report will discuss solar energy trends in Kansas and the United States and examine the growing role of renewable energy in general. Different types of solar generation can be grouped into three categories: residential (such as home roof panels), commercial and industrial establishments (roof panels and/or arrays on or next to commercial buildings), and utility scale generation. Our discussion focuses on the latter. Definitions of utility scale solar power vary, but the term is generally applied to developments with over one megawatt (MW) capacity that produce electricity for sale to a larger electricity grid. Some organizations consider 1MW capacity a minimum cutoff level for utility scale generation, while others such as NREL (National Renewable Energy Laboratory) use 5MW as a minimum capacity. Utility scale solar most commonly uses arrays of solar panels containing photovoltaic (PV) cells that convert light directly into electricity. The proposed West Gardner Solar project is an example of PV generation. This is also the most familiar type of solar generation for smaller-scale installations on homes and industrial buildings. Alternatively, some solar configurations concentrate heat from the sun to boil water that turns electricity-generating turbines.

Figure 2. Actual and Projected Utility Scale Solar Capacity (MW) in the U.S., 2007-2031



Projected; actual through 2021

Source: Lawrence Berkeley National Laboratory, Utility-Scale Solar, 2022 Edition: Empirical Trends in Deployment, Technology, Cost, Performance, PPA Pricing, and Value in the United States.

Solar energy has been a growing component of the American energy grid over the past decade, and solar capacity is projected to expand substantially over the next decade (Fig. 2). The share of U.S. electricity generated from solar resources roughly tripled between 2015 and 2021 (Table 1). Kansas and other states in the Southwest Power Pool (SPP, a nonprofit that manages the electrical grid in much of the central United States) have been slow to develop solar generating capacity. As of 2015, solar generation in Kansas and selected SPP states comprised less than 0.1 % of total electricity production. In the U.S. as a whole, solar accounted for about 0.6 percent of utility-scale generation that year.

Since 2015, Kansas and other SPP states have added a small amount of solar capacity, though wind power has been the major source of new generation. In just six years, wind’s share of total electricity generation increased by about 20 percentage points in Kansas and the region. This expansion of wind has paralleled the decline of coal as an energy source, with coal’s share of total Kansas electrical generation falling from 54 percent in 2015 to 34.3 percent in 2021. Nationally, solar power expanded from .06 to 2.6 percent of utility-scale generation from all sources between 2015 and 2021. While solar generation remains a small part of national electrical output, it comprises a substantial share of energy production in states that have heavily invested in solar infrastructure. This is especially true in western states such as California, where solar comprises 17.7 percent of total generation, and Arizona, where it makes up 6.2 percent.

Table 1. Sources of Electrical Power Generation: 2015 and 2021

	Coal	Natural Gas	Nuclear	Other	Wind	Solar
Kansas 2015	54.0%	2.6%	19.0%	0.3%	24.2%	0.0%
Kansas 2021	34.3%	4.7%	15.1%	0.4%	45.4%	0.1%
SPP States 2015*	48.1%	22.2%	6.3%	7.2%	16.1%	0.0%
SPP States 2021*	31.4%	21.2%	3.8%	6.4%	37.1%	0.1%
US 2015	33.2%	32.7%	19.5%	9.3%	4.7%	0.6%
US 2021	21.9%	38.4%	19.0%	8.7%	9.2%	2.8%

*Includes the following key states in the Southwest Power Pool: Oklahoma, Nebraska, South Dakota, North Dakota

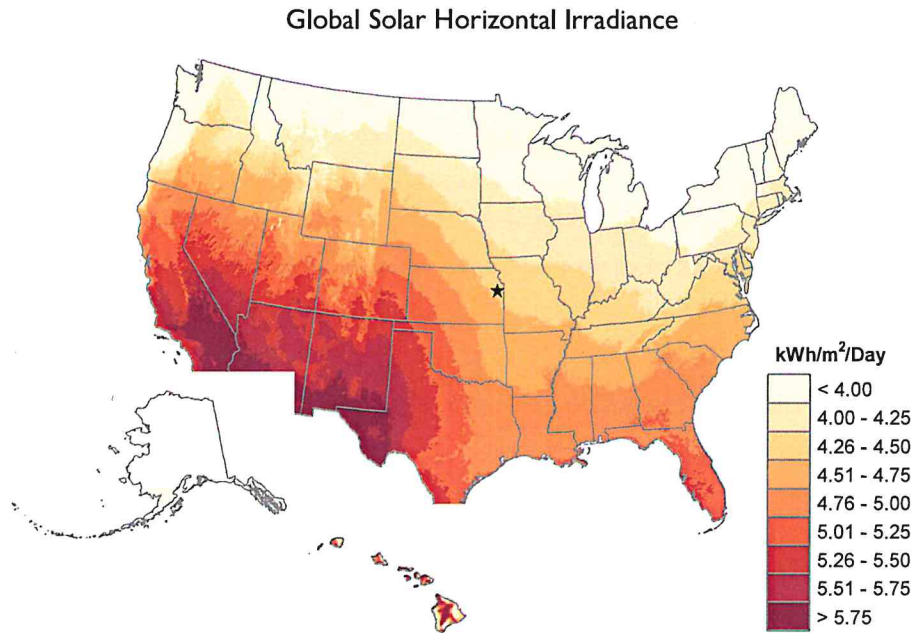
What is the potential for solar development in Kansas and nearby states?

Solar irradiance measures the power potential of sunlight on the earth's surface and indicates the quality of available solar resources. Figure 3 shows areas of high and low irradiance for the U.S. as reported by the Lawrence Berkeley National Laboratory. Irradiance is measured in kilowatt hours per square meter per day (kWh/m²/day), where one kilowatt hour is equal to one thousand watts of continuously transferred energy for one hour. Although wind generation has been the dominant form of green energy investment in Kansas and the surrounding region, states in the lower Midwest have sufficient irradiance to add solar to their renewable energy portfolios. Kansas ranks 16th in the nation in average solar irradiance, with less potential than the Southwest, but more than Upper Midwest states such as Illinois, Indiana, and Michigan.

Figure 4 super-imposes actual solar development on solar quality. Many areas in the country with similar solar potential nonetheless have much more solar development than Kansas. See, for example, states on the Atlantic coast between New Jersey and North Carolina, which saw substantial solar development in 2021. Some states with lower quality resources than Kansas, such as Illinois, Indiana, and Ohio have also seen significant gains in solar capacity in the last few years.

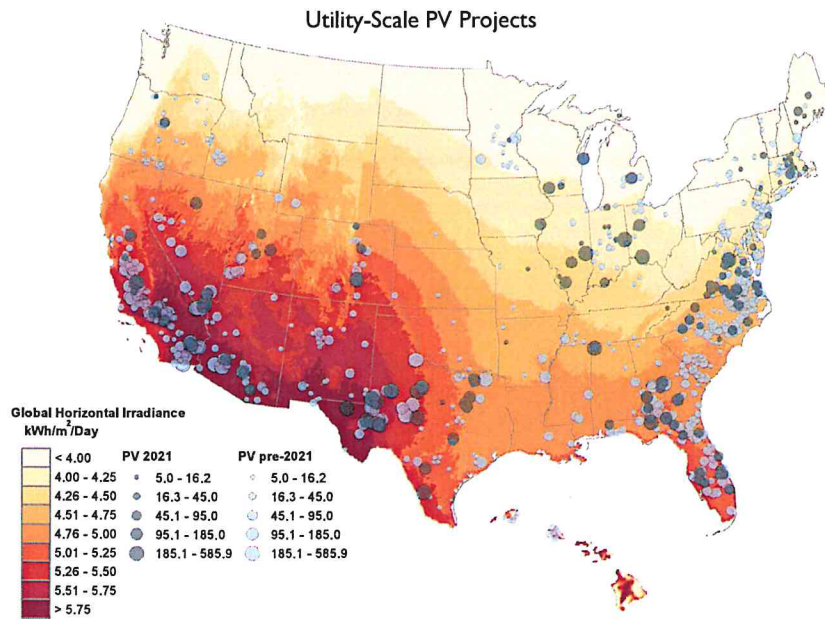
Barriers to development in Kansas include a limited capacity to transmit electricity to the northeastern part of the state, which has lower solar potential but greater demand for electricity. Additionally, the Kansas solar industry faces competing uses of land resources, with most large areas suitable for solar installations currently used for agriculture. Local opposition to solar farms also plays a role in discouraging investment.

Figure 3. Global Solar Horizontal Irradiance (kWh/m²/Day) in the United States



Source: IPSR, based on maps from NREL.

Figure 4. Utility-Scale Photovoltaic Projects in the United States as of 2021



Source: IPSR, based on maps from NREL.

Economic Impact Analysis: Employment, Income, and Value Added

Conventional Economic Impact Analysis

Conventional economic impact analyses estimate the effect of an economic event, such as the construction and operation of a new solar farm, on the economy of one or more given geographical regions. These studies rely on models that hold certain factors such as prices and production technologies constant. This section of the report details a conventional analysis of the impacts of the West Gardner Solar Project's construction and operation.

This report extends beyond the conventional impact study by addressing the environmental and health effects of producing electricity through solar energy as opposed to fossil fuels. These effects cannot be estimated using a conventional economic impact analysis framework, so we rely on estimates of the benefits of reducing fossil fuel consumption from the U.S. Energy Administration and Environmental Protection Agency, as well Biden Administration policy regarding the price of carbon emitted. We also provide supplementary estimates of the anticipated social and health benefits of the project based on alternative pricing measures.

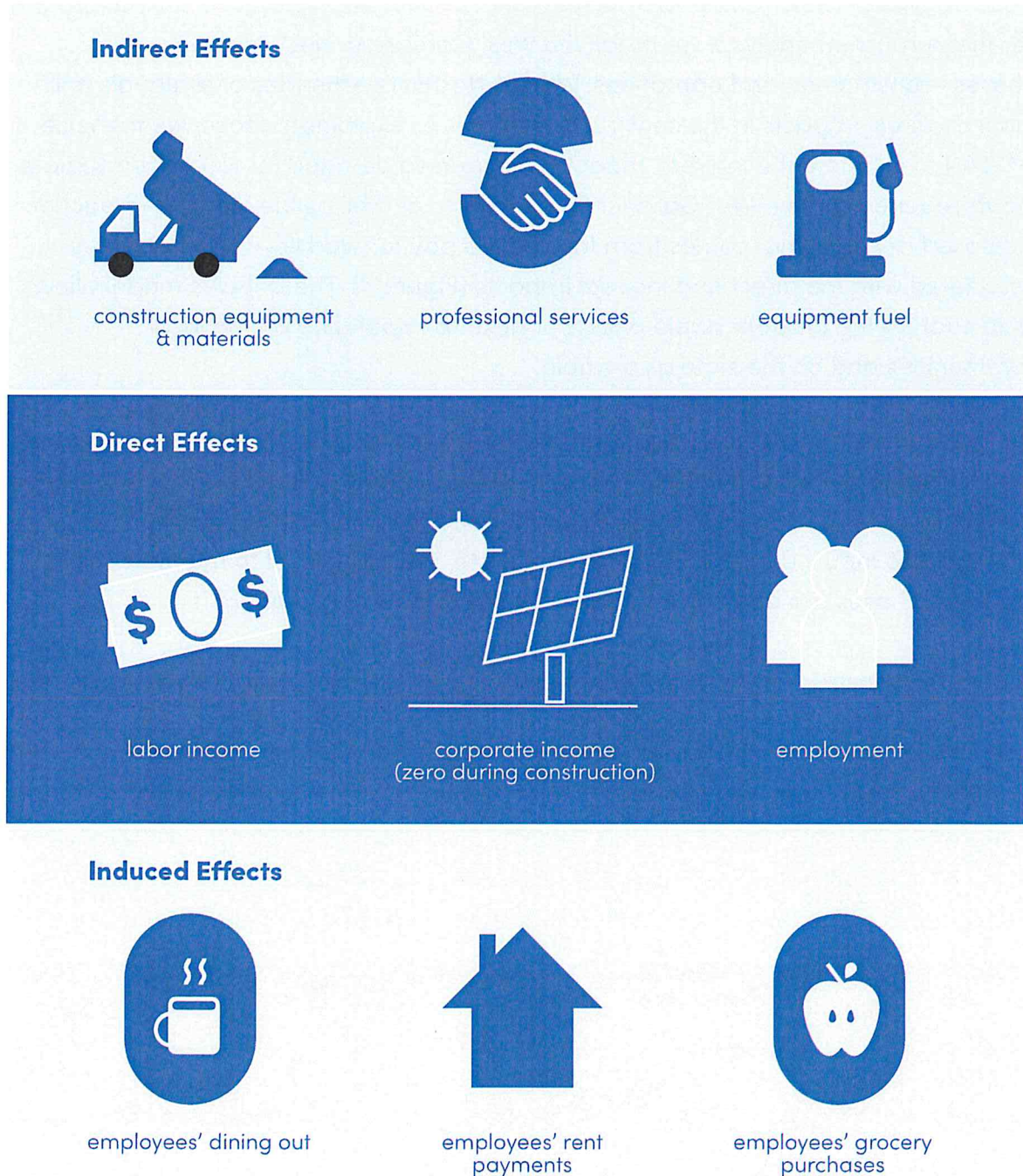
This study does not estimate the effect, if any, the project will have on the price of electricity. The market for electricity is complex, involving producers, state regulators, and competitive factors, making this extension beyond the scope of the current study.

Outline of the Conventional Impact Study

Our conventional impact analysis focuses on employment and income for two geographic areas: the combined area of Douglas and Johnson counties, and the state of Kansas as a whole. Our analysis investigates the **direct, indirect, and induced** impacts of the project (Fig. 5). **Direct impacts** comprise NextEra's expenses on the project. These include the wages of NextEra employees and the cost of materials used in construction. These direct impacts lead to **indirect impacts**, which are the business-to-business transactions necessary for NextEra's suppliers. One example of an indirect impact is raw material purchases by NextEra's silt fence supplier. The

induced impacts of the project are the result of NextEra employees and suppliers spending a portion of their take home pay within the region on groceries, housing, entertainment, and other goods.

Figure 5. How an Impact Model Works: Construction Phase



Source: Institute for Policy & Social Research, University of Kansas

To estimate direct impacts, we rely on data provided by NextEra. To estimate indirect and induced impacts, we use the IMPLAN input-output model. The IMPLAN model contains a social accounting matrix representing inter-industry spending patterns, as well as relationships between industries and government and household spending within a region (Clouse 2019). This matrix allows analysts to quantify the expected movement of money throughout a regional economy.

For the purpose of analysis, we break the West Gardner project into two phases—construction and operations. We use NextEra’s estimates of materials and labor as direct impacts in the construction phase. As explained above, we then use IMPLAN to estimate the indirect impacts of increased demand for local intermediate inputs required for the West Gardner Solar Project, as well as the induced impact of increased demand that comes from take-home pay for workers in the industries associated with the direct and indirect impacts (Figure 4). The IMPLAN model allows us to capture the broader ripple effects of NextEra’s spending on the local communities and on the state as a whole.

During the operations phase, NextEra will employ workers on a longer-term basis to monitor and maintain the facility. These employees spend a share of their earnings in the local economy, creating further impacts. NextEra will also need some intermediate inputs during the operations phase, such as gravel to maintain roads. These purchases are also considered in our operations phase analysis.

In both the construction and operations phases of the project, NextEra will lease land from Johnson and Douglas County residents. The share of these lease payments that landowners spend in the local economy is another source of the economic impact over the lifespan of the project.

This study also examines the economic impact of tax revenues from the project. The IMPLAN model estimates the “normal” state and local taxes that would be paid by employees and households, but it cannot correctly estimate the sizable property taxes that NextEra will pay after its tax exemption period ends. Therefore, we model property taxes separately, and we make assumptions about how those taxes will be spent by local governments. For instance, local governments experiencing increased tax revenue may choose to spend more on community hospitals. Because tax revenue is an important part of the forecasted economic impact of the West Gardner project on the region and the state of Kansas, the “separate analysis” approach captures a larger picture of the economic outcome.

Sources of Economic Impact

The previous section outlines economic impact studies in general and discusses how we use the IMPLAN model in this analysis. In this section, we provide specific results for the construction and operation phases of the project. Our sources of economic impact are laid out in Table 2 below.

Table 2. Sources of Economic Impact

Type of Activity	Construction Phase	Operation Phase
Construction activities-labor and materials	X	
Employee per diem living expenses	X	
Tax implications	X	X
Payments to landowners	X	X
Operating expenses		X
Changes in government spending		X

Construction of the West Gardner Solar project will require around 250 employees and take approximately 20 months. Note that in our results we consider employment in terms of job-years. Therefore, the direct employment in the construction phase is 415 rather than 250 to account for the 20-month approximate timeline.

Many characteristics of the construction labor force will not be known until the project is underway. These characteristics include state and county of origin, wages, and the exact amount of per diem expenses. Therefore, we consulted with NextEra to converge on a reasonable set of assumptions about employment. NextEra provided us with estimates of average wages, overtime hours, and per diem payments. We used U.S. averages for benefits in the construction industry to estimate a benefits percentage.

During the construction phase, we assume half of the employees will live within commuting distance of the worksite. There were approximately 25,000 construction employees in the two counties combined as of 2021 (BEA 2022), so we assume that a large share (30 percent) of the employees will come from Douglas and Johnson counties. Given the project's location within the Kansas City Metro area, we assume that another share (20 percent) of the laborers required will come from surrounding counties in Kansas and Missouri and will not need to relocate temporarily.

We project that the other 125 employees required will temporarily relocate near the worksite. These workers will receive per diem payments for food, lodging, and some other essentials that will result in increased revenue within those industries. Hence, we analyze per diem expenditures separately from the facility construction. Given the size of these industries in Johnson and Douglas counties, we expect this spending to be localized within the two-county region.

While most of the equipment and materials needed will come from out of state, some inputs to the construction phase, such as gravel and tree removal services, will come from Kansas. NextEra provided us with estimates of the locally sourced materials and services needed for the construction phase. We assume that all of these in-state materials, except for a small portion of fuel, will be purchased in Douglas and Johnson County. This assumption is based on economic data showing that these industries are large enough in the two-county regional economy to meet the increased demand associated with the project's construction. We estimated the

location of retail and wholesale fuel suppliers based on IMPLAN's default spending patterns for the construction industry. Our key assumptions for the construction phase of the project are shown in Table 3 below.

Table 3. Key Assumptions about Construction Labor, Per Diem, and Materials

Expense	Estimate	Notes
Employment		
Employees (#)	250	
Outside Kansas	25	
Inside Kansas	225	
Douglas and Johnson counties	75	Estimates based on labor market data and information from NextEra.
Commuters from surrounding counties ^a	50	
Per Diem Earners ^b	125	
Wages and Compensation^c		
Annual wages inc. overtime (\$ per employee)	75,268	
Annual benefits (\$ per employee)	15,738	
Annual compensation (wages plus benefits) per emp. (\$)	91,005	
Per Diem		
Number receiving per diem	125	
Amount per week (\$ per employee)	615	
Total annual per diem (\$) ^d	3,843,750	
Amount per diem spent in Douglas and Johnson (\$)	3,843,750	
Local Materials		
Gravel (\$)	1,000,000	
Grey Water	500,000	
Silt Fence	183,750	
Acres Cleared	900,000	
Acres Tree Removal	1,000,000	
Fuel (\$) ^e	237,050	Spending at fuel wholesalers and retailers. The IMPLAN model adjusts for the location of the original fuel source.

^aCommuters located in Kansas and Missouri who do not receive per diem.

^bEmployees from other areas of Kansas temporarily located in Douglas and Johnson counties. Based on estimates by NextEra and local labor force data.

^cWages and overtime hours based on estimates from NextEra.

^dWeekly per diem amount provided by NextEra. Because of the size of Douglas and Johnson County economies, all per diem assumed to be spent locally.

^eAll materials considered except for a small portion of fuel are locally sourced.

Construction Phase Labor and Materials

The assumptions laid out in table 3 allow us to populate and run the IMPLAN economic impact model for the construction phase of the project. Tables 3 (state level) and 4 (county level) show the IMPLAN estimates of the economic impacts relating to NextEra's spending on labor and materials.

State Level Analysis. Direct impacts result from the activities of NextEra and its construction contractors. Overall, 250 employees at the site earn nearly \$38 million in wages and benefits over the 20-month construction period. Because we consider employment in terms of job-years, the results table below shows an increase in employment of 415 (250 employees x 11/3 years, rounded). **Indirect impacts** result from the supply chain linkages between NextEra and Kansas businesses that provide construction supplies and services such as gravel and tree removal. The production of materials necessary for the project supports an additional 28 employees. **Induced impacts** result from NextEra and input suppliers' employees and their families as they spend their wages on items such as groceries, housing, healthcare, vehicles, and entertainment. Note that many traveling construction workers support families and maintain residences outside of their primary counties, and sometimes out of state. The project also creates over \$65 million in value added. Value added includes the net increase in total output from the project. In other words, construction phase activities will contribute \$65 million to Kansas' GDP.

Table 4. Impact of Construction Activities: Statewide

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	415.0	37,767,179	37,767,179
2 - Indirect	28.5	1,964,938	3,324,501
3 - Induced	248.8	13,160,050	24,095,394
Total	692.3	52,892,167	65,187,074

Overall, the facility construction will create almost 700 job-years. We expect that 90% of the direct employees will be Kansans, and the majority of the indirect and induced jobs will also go to Kansas residents.

County Level Analysis

As shown in our assumptions in Table 3, 30 percent of the employees needed for the construction phase will be residents of Douglas and Johnson counties. As in the state level case, direct impacts result from the activities of NextEra and its construction contractors. The 75 annual employees who reside in Douglas and Johnson counties will earn over \$11.3 million in wages and benefits over the 20-month construction period. As mentioned previously, we expect almost all the construction materials and required services that come from Kansas will be sourced from the two-county region. The increased demand for these inputs leads to an additional 25.6 job-years in the two counties. Combining the direct, indirect, and induced impacts, we estimate that facility construction will result in an increase of about 188 job-years at the county level.

Table 5. Impact of Construction Activities: Douglas and Johnson Counties

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	124.5	11,330,154	11,330,154
2 - Indirect	25.6	1,767,614	2,990,647
3 - Induced	38.7	2,378,989	4,245,842
Total	188.8	15,476,757	18,566,642

Construction Phase Per Diem Allowances

We assume that half of the employees involved in the construction phase will need to temporarily relocate to the two-county region. These workers will receive per diem payments for expenses such as food and lodging. To capture the impact of per diem spending in relevant industries, we analyze it separately from regular compensation.

Table 6. Impact of Per Diem Spending: Statewide

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	57.5	1,864,789	3,170,443
2 - Indirect	11.2	774,550	1,186,974
3 - Induced	9.4	498,342	912,353
Total	78.1	3,137,681	5,269,770

We estimate that per diem spending by employees in the construction phase will result in an additional 3.1 million in labor income and 5.3 million in value added statewide (Table 6). Almost all of this spending will take place in Douglas and Johnson counties (Table 7).

Table 7. Impact of Per Diem Spending: Douglas and Johnson Counties

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	55.4	1,797,362	3,055,808
2 - Indirect	11.2	774,550	1,186,974
3 - Induced	7.9	482,565	861,137
Total	74.5	3,054,478	5,103,919

Tax Generation during the Construction Phase

Construction of the West Gardner Solar Project will create significant tax revenue for the state of Kansas. As shown in Table 8, we expect around 60 percent of the tax revenue generated during facility construction will come from income taxes paid by businesses and individuals involved in construction. A smaller portion of state tax

revenue (and nearly all regional tax revenue) will come from sales tax related to the project. Overall, we expect total Kansas tax revenue to increase by \$3.4 million as a result of the construction phase of the project. Of that revenue, \$260 thousand will go to Johnson and Douglas counties.

Table 8. Taxes Generated During Facility Construction

Tax Type	Kansas		Douglas and Johnson Counties	
Sales	\$	1,130,844	\$	256,865
Income	\$	2,046,993	\$	-
Property	\$	14,258	\$	3,046
Other	\$	205,132	\$	-
Total	\$	3,397,226	\$	259,911

Analysis of the Operations Phase

The West Gardner Solar Project is expected to have a 30-year operational lifetime. In this section, we will discuss the impact of NextEra’s annual operating expenditures, including maintenance, operations, and lease payments made to landowners.

Table 9. Key Assumptions for the Operations Phase

Expense	Estimate
Total employees (#)	3
Douglas and Johnson counties	3
Annual labor compensation per emp. (wages plus benefits)	133,333
Annual total labor payments (\$)	400,000
Annual Purchased materials (\$)	420,000
Annual Payments to landowners	2,132,451
Douglas and Johnson counties (\$)	2,132,451
NextEra profits and other property income	confidential
Expected years of operation	30

Our assumptions for the operations phase of the project are shown in Table 9. Based on conversations with NextEra, we expect that three full-time employees will be required throughout the operations period, and we estimate they will receive \$133 thousand in annual compensation. NextEra will also require approximately \$420 thousand worth of locally purchased materials for annual maintenance. Based on lease data provided by NextEra, we assume that landowners will receive around \$2.1 million in annual lease payments.

Table 10. Annual Impact of Operations: Statewide

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	3.0	400,000	896,957
2 - Indirect	4.4	259,687	360,912
3 - Induced	2.4	128,561	235,382
Total	9.8	788,249	1,493,251

We expect the operation of the West Gardner Solar project to increase employment in Kansas by 9.8 job-years (Table 10). Furthermore, we expect statewide labor income to increase by \$790 thousand a year and value added to increase by \$1.5 million.

Regional annual impacts of the project operations phase are shown in Table 11. Of the 9.8 additional job-years we anticipate from West Gardner’s annual operations, 8.8 will be located in Douglas and Johnson counties. The two-county region will also see an increase of 750 thousand in labor income (94 percent of the statewide impact) and \$1.4 million in value added (96 percent of the statewide impact).

Table 11. Annual Impact of Operations: Douglas and Johnson Counties

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	3.0	400,000	896,957
2 - Indirect	3.9	233,442	324,436
3 - Induced	1.9	115,563	206,243
Total	8.8	749,006	1,427,637

Landowner Payments

As mentioned previously, NextEra will lease the land needed for the project. In this section, we analyze the impact of NextEra's annual landowner payments. The statewide (Table 12) and regional (Table 13) impacts are shown below. Based on preliminary contract data, we expect NextEra will make annual payments of around \$2.1 million to local landowners. These payments only directly contribute to the value added associated with the operations phase, because they do not involve any new employees or wages. Landowner payments do have an induced effect that includes employment and labor income, however, as the initial recipients spend a portion of the payments in the local economy. Their spending is expected to contribute an additional 12.8 job-years to the state economy each year, with 12.4 of those jobs going to Douglas and Johnson County employees. State labor income is expected to increase by \$793 thousand as a result of these payments, with \$765 thousand going to workers in the two-county region. These payments will also result in a \$1.4 million induced impact on value added at the state level, with 97 percent of that increase occurring in Douglas and Johnson Counties.

Table 12. Annual Impact of Landowner Payments: Statewide

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	-	-	2,132,451
3 - Induced	12.80	792,779	1,419,716
Total	12.80	792,779	3,552,167

Table 13. Annual Impact of Landowner Payments: Douglas and Johnson Counties

Impact	Employment	Labor Income (\$)	Value Added (\$)
1 - Direct	-	-	2,132,451
3 - Induced	12.35	765,123	1,370,190
Total	12.35	765,123	3,502,641

Summary: What is the Overall Economic Impact on Kansas and Douglas and Johnson Counties?

The economic impact of the West Gardner Solar Project is different for each measure (employment, value added, or labor income), time period (the construction phase, years 1-10, or years 11-30) and geographic area (Douglas and Johnson counties or Kansas as a whole). In this section, we aggregate our previous findings to calculate the total impacts of the project on Kansas and the two-county region in terms of employment, labor income, and value added.

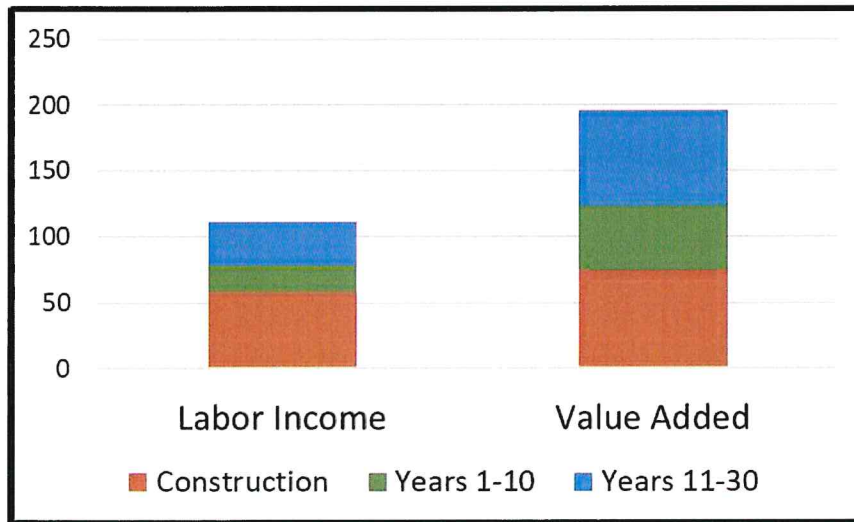
To summarize the economic benefits of the entire project, we need to add together benefits that occur at different points in time. Benefits are less valuable the farther they are in the future, therefore we use a four percent discount rate to add up impacts across time periods. This is an approach used in economics and finance to compare relative values of events today to events in the future. For example, suppose a household expects to receive \$100,000 in fifteen years. Using a four percent discount rate, that \$100,000 in fifteen years is worth \$55,562 today. In other words, if the same household had \$55,562 today and invested it in a passive instrument with a four percent interest rate, they would have \$100,000 in fifteen years.

We apply this formula for the present value of labor income, value added, and employment. For each of these, we take the present value of each year's impacts and then add them up. Recall that our employment calculations are made in terms of job-years, partly to simplify the present value calculations, and partly to enable us to arrive at a number for total impact while accounting for differences in length of employment.¹

¹ Consider the direct employment from the construction and operations phases. While NextEra will need three employees to do maintenance and operations for the entire 30-year operational life of the project, the 250 construction employees will only be needed for 20 months. Counting jobs, rather than job-years, the total employment from the direct effects of the West Gardner Solar project is 253. Putting indirect and induced employment effects in terms of jobs is muddier still, because it would require knowing exactly which individual jobs will change as business and household incomes change between phases.

Using a four percent discount rate to find present value, at the state level we find that the West Gardner Solar Project will result in a nearly \$200 million increase in value added over the life of the project (Table 14 and Fig. 6). Value added can be thought of as the project’s contribution to state gross domestic product (GDP). This increase includes \$111 million in additional labor income at the state level, which reflects employee salaries as well as income from partnerships, proprietorships, and unincorporated businesses. In addition to labor income, value added includes the lease payments paid directly to landowners in Douglas and Johnson Counties as well as other property income. We estimate that the project will create a present value of 1,603 new job-years at the state level.

Figure 6. Statewide Labor Income and Value Added Impacts by Phase (in million \$, present value discounted at 4 percent rate)



In the two-county region, we estimate that the West Gardner Solar Project will increase value added by a present value of \$150 million, of which \$72 million will be labor income. Given the project’s proximity to densely populated areas, we expect most of the statewide employment impact of the project to be contained within Douglas and Johnson counties. We find that the project will create a present value of 1,050 new job-years in the two-county region. Even in discounted terms (four percent rate), the largest share of the statewide increase in value added (42 percent) will

come from the last 20 years of the project, followed by the construction phase (35 percent), and years 1-10 of operations (23 percent). In contrast, 52 percent of the present value of the statewide increase in labor income, will come during the 20-month construction phase of the project. Years 1-10 and 11-30 will contribute 17 and 30 percent, respectively. This difference is largely due to the 250 employees required in the construction phase, whose wages will directly contribute to labor income. The relative impact of the later phases depends on the discount rate; a higher discount rate will decrease the projected impacts of later years, while a lower discount rate will increase them.

If we do not calculate impacts in terms of present value, that is, we consider later benefits equal to earlier ones, the entire project will result in \$155 million in labor income and \$297 million in value added at the state level, including \$114 million in labor income and \$244 million in value added in the two-county region. Table 14 includes these simple sum totals of the impacts in years 1-10 and 11-30. Note that the construction phase is considered "year zero" and so the impacts during the construction period are not discounted.

Table 14. Summary of Economic Impacts of the West Gardner Solar Project by Source: Annual Impacts, Simple Sums, and Present Value by Phase.

Impact Source	State Level Analysis			County Level Analysis		
	Employ (#)	Labor Income (\$)	Value Added (\$)	Employ (#)	Labor Income (\$)	Value Added (\$)
Construction phase						
Facility Construction	692.3	52,892,167	65,187,074	188.8	15,476,757	18,566,642
Per Diem Expenditures	78.1	3,137,681	5,269,770	74.5	3,054,478	5,103,919
Landowner Payments	21.2	1,316,013	5,917,922	20.5	1,270,105	5,835,709
NextEra Property Payments to local govt.	19.3	1,255,433	1,701,128	19.3	1,255,433	1,701,128
Total, construction phase	811.0	58,601,293	78,075,894	303.1	21,056,772	31,207,398
Operations phase, annual and present value years 1-10						
NextEra Operations	9.8	788,249	1,493,251	8.8	749,006	1,427,637
Landowner Payments	12.8	792,779	3,552,167	12.4	765,123	3,502,641
NextEra Property Payments to local govt.	12.5	791,600	1,080,022	11.9	772,118	1,046,231
Annual Total	35.1	2,372,628	6,125,441	33.0	2,286,247	5,976,509
Simple Sum, years 1-10	351.2	23,726,282	61,254,409	330.5	22,862,472	59,765,089
Present value, years 1-10	284.9	19,244,141	49,682,812	268.0	18,543,513	48,474,842
Operations phase, annual and present value years 11-30						
NextEra Operations	9.8	788,249	1,493,251	8.8	749,006	1,427,637
Landowner Payments	12.8	792,779	3,552,167	12.4	765,123	3,502,641
NextEra Property Payments to local govt.	32.6	2,064,028	2,816,062	31.0	2,013,230	2,727,953
Annual Total	55.2	3,645,056	7,861,481	52.1	3,527,359	7,658,232
Simple Sum, years 11-30	1,104.7	72,901,114	157,229,615	1,042.9	70,547,177	153,164,635
Present value, years 11-30	507.1	33,465,760	72,177,340	478.7	32,385,168	70,311,283
Total Simple Sum	2,266.9	155,228,690	296,559,918	1,676	114,466,421	244,137,122
Total Present Value	1,602.9	111,311,193	199,936,048	1,049.9	71,985,454	149,993,523

Note that the present value for employment numbers are the numbers of **employment years**, discounted to take account of the time period in which the employment occurs.

Note that present value calculations use a 4.0% discount rate.

The Benefits of Reducing Fossil Fuel Emissions

Burning fossil fuels affects the human and natural environments in many ways. An overwhelming majority of scientists agree that the emission of CO₂ and other greenhouse gasses contributes to climate change (NASA 2022 and references listed within). Emissions of sulfur dioxide and nitrous oxide contribute to acid rain and its injurious effect on aquatic environments and human-built infrastructure. Sulfur dioxide, nitrous oxides, particulate emissions, and other pollutants adversely affect human health, as documented in numerous studies (EPA 2022 and Persico 2022).

The electrical power produced by the West Gardner Solar Project will substitute for fossil fuel generation and therefore reduce carbon emissions and pollutants. The next sections of this report estimate the monetary value of these reduced emissions.

The Social Cost of Carbon Emissions

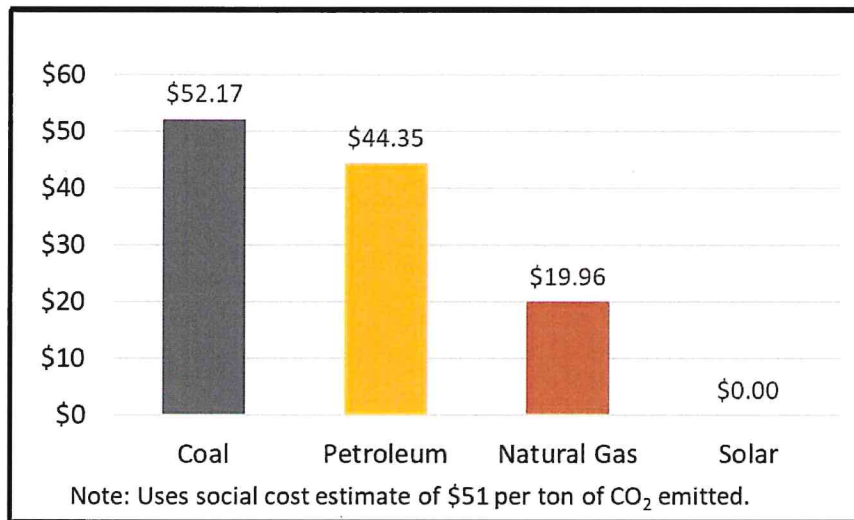
Early in 2021, the Biden Administration announced goals for energy efficiency and greenhouse gas reduction. Included in these goals is for the U.S. to “reach 100 percent carbon pollution-free electricity by 2035” (The White House 2021). At least 16 individual states have set their own greenhouse gas reduction requirements, and 30 states have adopted clean energy requirements for generation of electricity (Shields 2021). Solar energy will play an essential role in meeting the carbon emission goals of the federal government and of the states.

This section of our report examines the economic value of carbon savings that result from switching electrical generation from traditional sources to solar. We use the West Gardner Solar Project as an example, but it can be applied more broadly to other green energy initiatives that are expected to replace fossil fuels. We evaluate costs and benefits using a measure called the social cost of carbon (SC- CO₂). This measure places a dollar value on the harm caused by the emission of one ton (metric) of CO₂ into the atmosphere. According to the Environmental Protection Agency (EPA), “the SC- CO₂ is meant to be a comprehensive estimate of climate change damages and includes, among other things, changes in net agricultural productivity, human health, property damages from increased flood risk and changes in energy system costs, such as reduced costs for heating and increased costs for air conditioning” (EPA 2016).

Controversy surrounds the exact measure of the social cost of carbon. The SC- CO₂ is both a scientific and a political measure. Social cost calculations vary with alternative simulations of the effect of carbon emissions on climate, alternative weights placed on

current versus future events, and whether estimates include harms to those outside the United States. At the same time, policy makers need a benchmark SC- CO₂ valuation to compare the benefits and costs of policies that affect carbon emissions.

Figure 7. Social Cost of Carbon Emissions per MWh by Generation Source, 2022



Source: U.S. Energy Information Administration.
<https://www.eia.gov/tools/faqs/faq.php?id=427&t=1> and EIA.
<https://www.eia.gov/tools/faqs/faq.php?id=77&t=11>

In a recent press release from Stanford University, economists reviewed the history of carbon pricing (Backman 2021). The Obama administration placed a value of \$43 per ton on CO₂ emissions. During the Trump administration, the value was reduced to \$3 to \$5 per ton based on arguments that the discount rate used in previous estimates was too low and that impacts outside of the U.S. should be disregarded. The current value used by the Biden administration is \$51 per ton (Backman 2021). However, a recent article in Nature argues that current estimates are far too low and argue for a value of \$185 per ton (Rennert et al. 2022). The EPA has also recently proposed raising the value to \$190 per ton (EPA 2022).

In the section that follows we calculate the carbon cost savings due to the West Gardner installation. We discuss emissions from traditional “dirty” generation sources and the type(s) of generation that West Gardner will replace. We then proceed to place a dollar value on reduced carbon emissions. We focus on the current \$51/ton valuation, but we also look at alternative values for SC- CO₂.

How much carbon is emitted by various electrical sources in the United States? We start our investigation by calculating the social cost of carbon from the alternative generation sources that solar energy may replace. Figure 7 and Table 15 show CO2 emissions and social cost per Megawatt hour (MWh) of electricity produced through coal, natural gas, and petroleum generation. Carbon emissions and hence the SC-CO2 for coal rank highest among the traditional generation sources, followed by petroleum and natural gas.

Table 15. U.S. Electrical Power Generation and Carbon Costs, 2022

Source	generation (MWh)	CO2 emissions (metric tons)	CO2 emissions per MWh (metric tons)	carbon social cost per MWh
Coal	828,000,000	847,000,000	1.02	\$52.17
Natural Gas	1,689,000,000	661,000,000	0.39	\$19.96
Petroleum	23,000,000	20,000,000	0.87	\$44.35

Note that social costs are calculated using a value of \$51/ton Source: Energy Information Administration 2023

What kinds of alternative generation will the West Gardner project offset? The power from the solar facility will flow into the Southwest Power Pool, which manages the grid across much of the central US. Within the power pool, coal generation has declined dramatically in the last 10 years. Furthermore, most of the plants decommissioned in the last several years have been coal powered (Southwest Power Pool 2022, 44, 81). Therefore, we think that the best assumption for this scenario is that solar power replaces coal.

NextEra estimates that the West Gardner installation will produce about 680,056 MWh of electricity a year once the project is complete. If that production offsets power that otherwise would have been generated by coal, West Gardner will produce carbon savings worth:

$$680,056 * \$52.17(\text{coal emissions valued at } \$51/\text{ton}) = \$35,500,000 \text{ per year}$$

Using a much higher estimate of the social cost of carbon (\$190/ton proposed by the EPA (EPA 2022)) results in a carbon savings worth approximately \$132 million per year.

Even using the Trump administration value of \$5/ton, carbon savings are valued at over \$3.5 million annually.

NextEra projects that the West Gardner project will produce electricity for 30 years after construction. Therefore, we calculate the net present value from a benefit stream of \$35,500,000 annually. Over 30 years, West Gardner will create carbon reduction benefits valued at \$613,500,000 in present value terms using a 4 percent discount rate.

The benefits of carbon reduction flow directly from a Kansas source, the West Gardner installation. However, the “destination” of these benefits extends far beyond Kansas. CO₂ emissions circulate through the atmosphere rapidly and globally (EPA 2022). Kansans benefit from carbon reduction in Europe, and people in Asia benefit from reductions in Kansas.

Pollution Reduction and Human Health

Fossil fuels emit more than greenhouse gasses when they are burned; they also emit pollutants that can injure human health. A recent EPA study (EPA 2021) outlines a method to allow policy makers and other stakeholders to estimate the monetary value of health improvements due to pollution reduction in electrical generation. The EPA study summarizes scientific research on the effects of sulfur dioxide, nitrogen oxides, and particulate matter emissions on health conditions and events, including asthma, non-fatal heart attacks, and premature death. The study then links estimates of pollution reduction from adoption of alternative energy technologies to the costs of related health conditions, resulting in a monetary value per unit of electricity generated.

The EPA publishes results as a range rather than point values due to uncertainty about health outcomes. The agency also publishes model results by region, because geographic regions vary in population characteristics, atmospheric conditions, and in the types of fossil fuels burned for electrical generation (The Central region used for the EPA study corresponds roughly to the southern two-thirds of the Southwest Power Pool, the grid that will distribute production from the West Gardner Solar Project). Monetary values vary substantially across regions (Table 16 below).

Region	Low Estimate (\$ per MWh)	High Estimate (\$ per MWh)
Central (includes Kansas)	14.60	32.78
Rocky Mountain	9.91	22.33
Midwest	28.86	65.13
Texas	10.35	23.20

Note: values originally in 2019 dollars. Adjusted to 2022 using CPI-U for medical care, Midwest Region
Source: EPA 2021

As discussed in the previous section on carbon pricing, the beneficiaries of carbon reduction due to West Gardner are global. In contrast, the benefits of pollution abatement from West Gardner are regional, focused on Kansas and surrounding states. Benefits will be accrued throughout the Southwest Power Pool in areas where solar energy is substituted for fossil fuels.

We use the annual output of the West Gardner Solar Project (680,056 megawatt hours (MWh)) to estimate potential health savings in monetary terms. We make conservative estimates, using the low-end values provided by EPA for the Central region.

$$\begin{aligned}
& \mathbf{680,056 \text{ MWh} * \$14.60/\text{MWh (low estimate for pollution}} \\
& \quad \mathbf{reduction in region)} \\
& \mathbf{= \$9,925,000 \text{ per year}}
\end{aligned}$$

The present value of these health benefits over the 30-year life of the project sums to approximately **\$171,631,000** using a 4 percent discount rate.

Overall Summary

Kansas' renewable energy capacity has grown considerably in recent decades. Although the bulk of this growth has come from wind resources, Kansas is well positioned to incorporate solar power development. Nationally, solar energy is a growing component of the energy landscape, with the share of total electric generation produced through solar energy more than quadrupling between 2015 and 2021. The West Gardner Solar project represents an important step in the development of Kansas's solar industry and will generate numerous economic and social benefits for the state.

This study included a conventional economic impact analysis of the West Gardner Solar project, estimating outcomes in terms of job-years created and increases in labor income and value added. Our analysis relied on the IMPLAN model, which can be used to forecast ripple-effect spending by individuals and businesses given an initial event. IMPLAN does this by incorporating estimated business-to-business spending patterns down the supply chain for the industry of interest, as well as individual household spending patterns for the employees involved.

Given employment, wage, and material input estimations, as well as preliminary contract data for leased land, we estimate that the West Gardner Solar project will result in a present value of \$111 million in additional labor income and \$200 million in value added statewide over the life of the project. The project will also result in a present value of 1,603 new job-years in Kansas. Much of this impact will be localized to the region consisting of Douglas and Johnson County, which will see an additional present value of 1,050 job-years and \$150 million in value added, of which \$72 million will come from labor income. Note that all present values are calculated using a 4 percent discount rate.

Going beyond conventional measures of economic impact, we investigated the social impacts of the West Gardner Solar project. Electricity generation trends in the Southwest Power Pool (SPP) suggest that any new power generation is likely to replace electricity from coal power plants. We therefore concluded that the West Gardner facility will offset 680,056 megawatt hours (MWh) that would otherwise be produced by coal each year. Using the Biden administration estimate of the social cost of carbon emissions, we found that the West Gardner Solar project will result in \$35.5

million in annual carbon savings, or \$613.5 million in present value over the life of the project. We also calculated the savings associated with improved regional health outcomes from avoiding coal using EPA estimates. We found that the project will result in nearly 10 million in annual health savings. This roughly equates to a present value of \$172 million over the life of the project.

References

Backman, Isabella. 2021. "Stanford Explainer: Social Cost of Carbon." Stanford News, June 7, 2021.

<https://news.stanford.edu/2021/06/07/professors-explain-social-cost-carbon/>

Bolinger, Mark, Joachim Seel, Cody Warner, and Dana Robson. 2022. Utility-Scale Solar, 2022 Edition: Empirical Trends in Deployment, Technology, Cost, Performance, PPA Pricing, and Value in the United States. <https://emp.lbl.gov/utility-scale-solar/>

Bureau of Economic Analysis. 2022. "Total full-time and part-time employment by NAICS industry." Last updated November 16, 2022.

Clouse, Candi. 2019. "How IMPLAN Works." IMPLAN. Last modified April 26, 2022. <https://support.implan.com/hc/en-us/articles/360038285254-How-IMPLAN-Works>

Johnson County Community College (JCCC). 2023. "Electrical Technology AAS." Accessed June 21, 2023. https://catalog.jccc.edu/degreecertificates/electricaltechnology/electrical-technology-aas/?_gl=1*1ty37lc*_ga*NTEwMTY3NjAwLjE2OTAzODE0NDY.*_ga_632HK3VVRT*MTY5MMDM4MTUxNy4xLjEuMTY5MMDM4Mjg4NS4yOS4wLjA.

KU Today. 2023. "KU Researchers and Collaborators Developing New Technologies for Recycling Solar Panels." Accessed July 5, 2023. <https://today.ku.edu/2023/04/27/ku-researchers-and-collaborators-developing-new-technologies-recycling-solar-panels>

National Aeronautics and Space Administration (NASA). n.d. "Scientific Consensus: Earth's Climate Is Warming." Accessed January 12, 2022. <https://climate.nasa.gov/scientific-consensus/>

National Renewable Energy Laboratory. n.d. "Solar Resource Data, Tools, and Maps." Accessed April 25, 2023. <https://www.nrel.gov/gis/solar.html>

NextEra Energy Resources. 2023. "West Gardner Solar, Project Overview." Accessed June 21, 2023. <https://www.nexteraenergyresources.com/west-gardner-solar/project-overview.html>

Persico, Claudia. 2022. "Can Pollution Cause Poverty? The Effects of Pollution on Educational Health and Economic Outcomes." NBER Working Paper 30559, National Bureau of Economic Research, Cambridge, MA.

Rennert, Kevin, Frank Errikson, Brian C. Prest, Lisa Rennels, Richard G. Newell, William Pizer, and Cora Kingdon et al. 2022. "Comprehensive Evidence Implies a Higher Social Cost of CO₂." *Nature* 610 (September): 687–692. <https://doi.org/10.1038/s41586-022-05224-9>

Sengupta, Manajit, Yu Xie, Anthony Lopez, Aron Habte, Galen Maclaurin, and James Shelby. 2018. "The National Solar Radiation Data Base (NSRDB)." *Renewable and Sustainable Energy Reviews* 89 (June): 51-60.

Shields, Laura. 2021. "Greenhouse Gas Emissions Reduction Targets and Market-based Policies." National Conference of State Legislatures. September 22, 2021. <https://www.ncsl.org/research/energy/greenhouse-gas-emissions-reduction-targets-and-market-based-policies.aspx>

The White House. 2021. "FACT SHEET: President Biden Sets 2030 Greenhouse Gas Pollution Reduction Target Aimed at Creating Good-Paying Union Jobs and Securing U.S. Leadership on Clean Energy Technologies." April 22, 2021. <https://www.whitehouse.gov/briefing-room/statements-releases/2021/04/22/fact-sheet-president-biden-sets-2030-greenhouse-gas-pollution-reduction-target-aimed-at-creating-good-paying-union-jobs-and-securing-u-s-leadership-on-clean-energy-technologies/>

U.S. Bureau of Economic Analysis. 2022. "Total full-time and part-time employment by NAICS industry (CAEMP25N)." Last updated November 16, 2022.

U.S. Census Bureau, Population Division. 2023. "Annual Estimates of the Resident Population for Counties in Kansas: April 1, 2020 to July 1, 2022 (CO-EST2022-POP-20)." Released March 2023.

U.S. Energy Information Administration (EIA). 2023. "How much of U.S. carbon dioxide emissions are associated with electricity generation?" Last updated May 2023.
<https://www.eia.gov/tools/faqs/faq.php?id=77&t=1>

U.S. Energy Information Administration (EIA). 2023. "What is U.S. electricity generation by energy source?" Last updated February 2023.
<https://www.eia.gov/tools/faqs/faq.php?id=427&t=1>

U.S. Environmental Protection Agency (EPA). 2021. Public Health Benefits-per-kWh of Energy Efficiency and Renewable Energy in the United States: A Technical Report.
https://www.epa.gov/sites/default/files/2021-05/documents/bpk_report_second_edition.pdf

U.S. Environmental Protection Agency (EPA). 2022. EPA External Review Draft of Report on the Social Cost of Greenhouse Gases.
https://www.epa.gov/system/files/documents/2022-11/epa_scghg_report_draft_0.pdf

Potential for Introduction of Zinc into the Soil and Water Environment from Hot-Dip Galvanized Supports Used in Solar Panel Arrays

Introduction

Approximately 50 percent of the zinc produced worldwide is used as a coating to resist corrosion on other metals, in particular steel and iron (Jones and Burgess, 1984). Zinc coating is a sacrificial protection for metals as the zinc coating is preferentially corroded delaying corrosion of the metal beneath. This white paper presents a summary of findings from available peer reviewed literature regarding the potential for introduction of zinc into the environment from hot-dip galvanized steel structures like the support piers used in solar panel arrays or other common usages such as light poles, transmission poles, guide rails and sign structures. This white paper has been prepared in response to an August 9, 2023 request from the Douglas County Planning Department and in response to a landowner's request to consider initiating Text Amendment TA-23-00240 to the Zoning and Land Use Regulations for the Unincorporated Territory of Douglas County, Kansas. The text amendment requests inclusion of additional standards to monitor for and remediate groundwater pollution resulting from the proposed solar development.

Executive Summary

Steel and iron are commonly coated with zinc to prevent rust and corrosion through the process of galvanization. Corrosion is the deterioration of a metal through exposure to a reactive environment (Dosing, 1995). According to multiple sources in the available literature, highly corrosive environments are typically a result of acid rain, acidic soils, marine environments, and/or exposure to marine splash. Some of the H-pile piers that are planned for the West Gardner Solar Project, LLC (West Gardner) may be installed below the top of the water table while others will not be exposed to groundwater or will only come into contact with groundwater periodically during periods when the water table is elevated. The soil and groundwater in Douglas County are not likely to meet the criteria for a corrosive environment, thus reducing the potential that zinc will leach from the galvanized steel used in the proposed project.

Point sources of zinc to soils resulting from the corrosion of hot-dip galvanized steel (bridges, guiderails, light poles, and sign structures) have been the focus of several studies described in the literature reviewed when preparing this white paper. Neutral soil pH, such as the soil pH at the West Gardner site, limits the mobilization of zinc in soil. Under these conditions, the majority of the zinc released to the environment is bound to the soil and therefore does not dissolve in water and is not bioavailable (Smolders and Degryse, 2002). As presented in the following studies, the presence of these structures did not result in the presence of zinc at concentrations above the Kansas Department of Health and Environment (KDHE) Risk-Based Standard for Kansas (RSK) residential soil pathway scenario value for zinc of 23,500 micrograms per gram ($\mu\text{g/g}$) or the U.S. Environmental Protection Agency (USEPA)'s Regional Screening Level (RSL) for residential soil of 23,000 $\mu\text{g/g}$.

A study in the American Galvanizers Association publication Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Soil Environment discusses zinc concentrations in soil as a result of weathering corrosion of zinc coatings on exposed transmission towers (American Galvanizers Association, 2023). The towers investigated in this study provided a larger surface area of galvanized steel exposed to the elements than is typical of a solar panel array where smaller H-piles are used. Conclusions from this study indicate the highest zinc concentrations in soil are located at the base of each tower and zinc concentrations decrease with distance from the base of each tower, and generally decreased to near background concentrations within 6 to 9 meters (m) from the base of each tower. This study indicates minimal vertical movement of zinc in the soil. All zinc concentrations from soil samples summarized in this study are well below the KDHE RSK residential soil pathway scenario value for zinc of 23,500 $\mu\text{g/g}$ and the USEPA's RSL for residential soil of 23,000 $\mu\text{g/g}$. This suggests that these towers and similar galvanized steel structures, such as solar power piling are unlikely to result in soil contamination of zinc at concentrations above regulatory criteria established by USEPA and KDHE.

In a similar study including an electrical transmission tower on a drumlin in a highly industrialized area in Canada, atmospheric pollution results in increased corrosion of protective zinc coating from transmission towers in the area in only five to ten years (Jones and Burgess, 1984). The study attributed increased zinc corrosion of the transmission tower to the acidity of precipitation resulting from the area being highly industrialized. Therefore, this study likely represents this a more corrosive environment than is typical of Douglas County. Additionally, transmission towers from this study are larger and have more surface area exposed to direct precipitation compared to partially shielded, smaller solar panel array support piers. Although, this study identified higher concentrations of zinc than the Jones and Burgess study, none of the zinc concentrations exceeded the KDHE RSK value for zinc in residential soil of 23,500 $\mu\text{g/g}$ or the USEPA RSL of 23,000 $\mu\text{g/g}$.

The Al-Hiyaly et al. study evaluated zinc concentrations in soil near transmission pylons in North Wales. Once again, none of the zinc concentrations identified in this study exceeded the KDHE RSK value for zinc in soil of 23,500 $\mu\text{g/g}$ or the USEPA RSL of 23,000 $\mu\text{g/g}$. Furthermore, the size of the structure investigated in this study is again larger than the H-pile supports that are planned for the solar farm.

Most of the zinc in surface water remains sorbed to sediments or suspended solids and settles to the bottom of the water body resulting in the enrichment of zinc in suspended and bed sediments. In aerobic waters, zinc is separated into sediments through sorption onto hydrous iron and manganese oxides, clay minerals, and organic material. Zinc tends to be adsorbed and transported by suspended solids in unpolluted waters. A review of available literature identified a number of studies that evaluated the potential for zinc to enter surface water as a result of galvanized steel structures such as bridge structures. The presence of these structures did not result in the presence of zinc at concentrations above the KDHE RSK residential groundwater scenario value for zinc of 4,670 micrograms per liter ($\mu\text{g/L}$).

Six studies in the American Galvanizers Association publication Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Water Environment discuss contributions of zinc to surface water due to the weathering of galvanized steel used to construct five bridges and one dock (American Galvanizers Association, 2023).

One study on roofing materials contributions to storm water runoff consisted of a laboratory leaching study simulating the exposure of materials to acidic environmental conditions and a pilot-scale field study collecting runoff water samples during storm events. Even though the metals' results in the leaching study indicated significant potential exists for metals to be leached from these materials as they degrade, the zinc concentration from degradation of the galvanized metal roof material was below the KDHE RSK value for zinc of 23,500 milligrams per kilogram (mg/kg) and the USEPA RSL of 23,000 mg/kg. Zinc concentrations in runoff water samples collected during this study ranged from 5 to 30 milligrams per liter (mg/L) (Clark et al., 2008), exceeding the KDHE RSK value for zinc of 4.67 mg/L and the USEPA secondary maximum contaminant level (SMCL) of 5 mg/L. However, these concentrations are a result from direct runoff from a large surface area of galvanized metal roofing during a storm event and may not be representative of the solar array project.

While the results of this study are not directly transferable to the project given the size of the structures evaluated and the site-specific hydrological dynamics of the receiving water bodies, this study does present a line of evidence that galvanized steel structures, even when very large, are unlikely to result in surface water contamination of zinc at concentrations above the KDHE RSK residential groundwater scenario value for zinc in groundwater of 4,670 parts per billion (ppb).

Review of the available literature did not return any studies that specifically evaluated the effects of galvanized steel structures on groundwater concentrations of zinc. However, the studies discussed above indicate minimal vertical movement of zinc in the soil. Once released from the structures, zinc is expected to be relatively immobile in non-corrosive soil environments as the zinc tends to remain sorbed to the soil matrix and therefore does not dissolve in water (Smolders and Degryse, 2002). Therefore, regional impacts to groundwater as a result of galvanized steel structures is unlikely.

Zinc in the Environment

According to the U. S. Department of Health and Human Services' Toxicological Profile for Zinc (August 2005), zinc is one of the most common elements/metals in the earth's surface. It can be found in the air, soil, and water and is present in all foods. Zinc is ubiquitous in the environment, constituting 20-200 ppm (by weight) of the earth's crust. Zinc can be found naturally in soils across the United States at concentrations ranging from less than (<)5 to 2,900 mg/kg with a mean concentration of 60 mg/kg. Background concentrations in surface waters are typically <0.05 mg/L; however, can be as high as 50 mg/L (U. S. Department of Health and Human

Services, 2005). Zinc is released into the environment in a variety of ways, both naturally by the weathering zinc-containing minerals, and anthropogenically from practices including steel production, coal burning, burning of wastes, mining, and smelting of zinc, lead, and cadmium ores.

Natural releases of zinc from the earth's crust to the environment from weathering processes can be significant (U. S. Department of Health and Human Services, 2005). Approximately six million tons of zinc naturally circulates throughout the environment each year, and anthropogenic emissions of zinc to the atmosphere resulting from industry, urban waste streams, agriculture, corrosion, and tire wear are estimated to be approximately 62,000 tons worldwide (American Galvanizers Association, 2023).

Galvanization Process

Steel and iron are commonly coated with zinc to prevent rust and corrosion through the process of galvanization. Hot-dip galvanizing is the factory-controlled process of immersing steel or iron into a bath of molten zinc, where the zinc reacts with the iron in steel to form a series of zinc iron intermetallic alloy layers (American Galvanizers Association, 2023). This zinc coating resists steel corrosion and provides protection to the steel for many decades in most environments. During galvanization, a metallurgical reaction takes place as the coating grows perpendicular to all surfaces, creating a coating that is uniform and tightly bonded to the steel. The tightly bonded layers have a bond strength of approximately 3,600 pounds per square inch (psi), making the layers of the coating abrasion resistant and difficult to damage and wear (American Galvanizers Association, 2023).

Corrosive Environments

Corrosion is the deterioration of a metal through exposure to a reactive environment (Dovsig, 1995) and is the primary mechanism which causes metal structures to weather and release elemental metals to the environment. Zinc lost by sacrificial protection when exposed to a corrosive environment enters the environment creating a source for zinc to soil and/or surface water (Jones and Burgess, 1984). According to multiple sources in the available literature, highly corrosive environments are typically a result of acid rain, acidic soils, marine environments, and/or exposure to marine splash. The California Department of Transportation (DOT) Corrosion Branch defines a corrosive soil and/or water environment as one that includes:

- chloride concentration of 500 part per million (ppm) or greater;
- sulfate concentration of 1,500 ppm or greater; and/or
- pH is 5.5 or less.

The California DOT Corrosion Branch considers a soil, surface water, and or aquatic water environment to be non-corrosive if they do not meet the above requirements. The landowner's request to consider initiating Text Amendment TA-23-00240 to the Zoning and Land Use Regulations for the Unincorporated Territory of Douglas County, Kansas included excerpts from

California DOT Corrosion Branch's Corrosion Guidelines. Kansas DOT does not contain a Corrosion Branch or a Corrosion Guidelines document.

The modern design of buried steel structures is typically based on key parameters of the soil that influence corrosivity; however, direct connection between any one soil parameter and a quantitative corrosion relationship has not been proven to exist (Dosvig, 1995). Parameters most commonly used to evaluate corrosion potential are resistivity, pH, presence of aggressive soluble salt (chlorides and sulfates), moisture content, aeration, and temperature (Dosvig, 1995). A typical design life for a galvanized structure in the United States ranges from 50 to 75 years (California DOT, 2021).

The H-pile piers that are planned for the West Gardner will be installed to depths ranging from approximately 5-10 feet below the ground surface (bgs). The depth to groundwater at the project site varies from approximately 5 to 19.5 feet bgs. Therefore, some of the piers may be installed below the top of the water table while others will not be exposed to groundwater or will only come into contact with groundwater periodically during periods when the water table is elevated. The soil and groundwater in Douglas County are not likely to meet the criteria listed above for a corrosive environment. Soil in Douglas County in the potential solar panel array area are not likely acidic with pH in the soil ranging from 6.4 to 7.7 (Natural Resources Conservation Service, 2023) whereas the pH of groundwater is expected to range from approximately 7.0 to 7.3 (Terracon, 2019). The available surface water pH data from the Kansas River at Topeka and Desoto, Kansas stations (stations most closely located to Douglas County) is 8.8 and 8.4, respectively (U.S. Geological Survey [USGS], 2023). Because these values are outside of the ranges established by the California DOT, it is unlikely that a corrosive environment exists, reducing the potential that zinc will leach from the galvanized steel used in the proposed project.

The Acid Rain Program was established under Title IV of the Clean Air Act, first enacted in 1970 (USEPA, 2023). The Acid Rain Program requires major emission reductions of sulfur dioxide and nitrogen oxides, primary precursors of acid rain. Since its inception, the Acid Rain Program has achieved significant emission reductions and has been instrumental in reducing acid rain levels in the United States (USEPA, 2023). The National Atmospheric Deposition Program's National Trends Network provides long term records of precipitation chemistry across the United States. According to the annual gradient maps, the precipitation-weighted mean concentrations for the project area for chloride, sulfate, and pH are:

- chloride concentration of 0.1 mg/L (mg/L is equivalent to ppm);
- sulfate concentration of 0.7 mg/L; and
- pH concentration of 6.2.

Therefore, precipitation events in the project area are unlikely to produce rain that would produce a corrosive environment.

Zinc in the Soil Environment

Point sources of zinc to soils resulting from the corrosion of hot-dip galvanized steel (bridges, guidrails, light poles, and sign structures) have been the focus of several studies described in the literature reviewed when preparing this white paper. Exposure of galvanized steel to air and the natural wet and dry cycles of weather events oxidizes the coating and slowly over time (often 75 years or more), the zinc can make its way into the soil (American Galvanizers Association, 2023). Neutral and elevated soil pH limits the mobilization of zinc in soil. Under these conditions, the majority of the zinc released to the environment is bound to the soil and therefore does not dissolve in water and is not bioavailable (Smolders and Degryse, 2002). Lower pH values and higher hydrolytic acidity values of soils have been associated with increased mobility of Zinc in groundwater (Niesiobedzka, 2023). Due to processes such as atmospheric deposition, zinc is often present in soils and grasses and in the United States. It has also been documented that approximately 22,000 tons of zinc is used in fertilizers each year soil resulting in additional sources of zinc to the environment (U. S. Department of Health and Human Services, 2005).

A review of available literature identified a number of studies that evaluated the potential for zinc to accumulate in soil near large, galvanized steel structures such as transmission line support structures. While a study was not identified which evaluated the potential for zinc to leach from solar panel array supports, the results of the following studies are considered relevant and if anything, give a more conservative evaluation of the potential for zinc to be released to the environment from galvanized steel due to the size of the structures evaluated and/or the environment that the structures were exposed to. As presented in the following studies, the presence of these structures did not result in the presence of zinc at concentrations above the KDHE RSK residential soil pathway scenario value for zinc of 23,500 µg/g or the USEPA's RSL for residential soil of 23,000 µg/g.

Study: Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Soil Environment (American Galvanizers Association, 2023)

A study in the American Galvanizers Association publication Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Soil Environment discusses zinc concentrations in soil as a result of weathering corrosion of zinc coatings on exposed transmission towers (American Galvanizers Association, 2023). In this study soil samples were collected in the vicinity of eight towers of variable ages (see table below) to evaluate the potential for Zinc to accumulate in soil near the towers. Two or three towers were evaluated in each of three environments 1. Arid (<25 centimeters [cm] annual rainfall), 2. Moist (25-100 cm rainfall), and 3. Marine splash (salt spray). Soil samples were collected at depths of 0-5 and 5-30 cm bgs at a control point; the base of each tower; and locations 3 m, 6 m, and 9 m away from each tower. The soil sampling results are summarized in the following table from the referenced article:

	Age of Towers (years)	Sample Depth (cm)	Location				
			Base (µg/g)	3m (µg/g)	6m (µg/g)	9m (µg/g)	Control (µg/g)
Z O N E 1	1	0-5	56	42	44	45	41
		5-30	52	37	36	38	42
	19	0-5	452	66	62	59	45
		5-30	90	35	37	35	31
	28	0-5	115	107	81	72	46
		5-30	75	46	47	45	37
Z O N E 2	1	0-5	12	13	9	10	9
		5-30	21	22	16	19	21
	14	0-5	559	71	53	62	51
		5-30	786	33	37	30	32
	24	0-5	903	114	92	81	73
		5-30	256	76	113	55	95
Z O N E 3	2	0-5	135	104	69	63	68
		5-30	80	45	27	30	31
	26	0-5	481	288	124	123	99
		5-30	460	86	74	93	45

Note. Table summarizes concentration of zinc in soil samples near electrical transmission towers. Table from American Galvanizers Association publication *Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Soil Environment*.

Conclusions from this study indicate the highest zinc concentrations in soil are located at the base of each tower and zinc concentrations decrease with distance from the base of each tower. With the exception of the 19-year-old tower in Zone 1, the older towers in each zone have higher concentrations of zinc in the soil samples collected at the base of each tower. Zinc concentrations generally decreased to near background concentrations within 6 to 9 m from the base of each tower and this study indicates minimal vertical movement of zinc in the soil. All zinc concentrations from soil samples summarized in the above table are well below the KDHE RSK residential soil pathway scenario value for zinc of 23,500 µg/g and the USEPA's RSL for residential soil of 23,000 µg/g. This suggests that these towers and similar galvanized steel structures, such as solar power piling are unlikely to result in soil contamination of zinc at concentrations above regulatory criteria established by USEPA and KDHE.

Zinc concentrations in soil samples collected near transmission towers in Zone 3 are likely elevated due to the corrosive environments that are typical of marine splash. Therefore, the results for Zone 3 represent a worse-case scenario than what is typical of Douglas County, Kansas. Furthermore, the towers investigated in this study provided a larger surface area of galvanized steel exposed to the elements than is typical of a solar panel array where smaller H-piles are used. While the samples from Zone 3 included elevated levels of zinc in soil as compared to the other zones investigated, even these concentrations were well below KDHE RSK value for zinc in soil of 23,500 µg/g and the USEPA RSL of 23,000 µg/g.

Study: Zinc and Cadmium in Soils and Plants Near Electrical Transmission (Hydro) Towers (Jones and Burgess, 1984)

In a similar study including an electrical transmission tower on a drumlin in a highly industrialized area in Canada, atmospheric pollution results in increased corrosion of protective zinc coating from transmission towers in the area in only five to ten years (Jones and Burgess, 1984). Soil samples were collected from the base of the tower and locations 1, 2, 5, 10, 25, and 50 m from the tower from a depth of 0-10 cm bgs. Corrosion of the galvanized transmission tower led to increases in concentrations of zinc in soils beneath and adjacent to the tower. As seen in the previous study, zinc concentrations in soil decrease with distance from the tower and most of the zinc lost by corrosion from the drumlin tower appears to be concentrated in the upper 10 cm of the soil profile. The following data summarizes the zinc concentrations in soil samples collected from locations starting at the base of the tower and increasing distance from the tower:

- Zinc = $11,480 \pm 2,966$ $\mu\text{g/g}$ for soil touching the tower concrete base
- Zinc = $10,431 \pm 7,511$ $\mu\text{g/g}$ for soil 1 m from the tower concrete base
- Zinc = 869 ± 339 $\mu\text{g/g}$ for soil 2 m from the tower concrete base
- Zinc = 362 ± 240 $\mu\text{g/g}$ for soil 5 m from the tower concrete base
- Zinc = 160 ± 38 $\mu\text{g/g}$ for soil 10 m from the tower concrete base
- Zinc = 70 ± 4 $\mu\text{g/g}$ for soil 25 m from the tower concrete base
- Zinc = 54 ± 16 $\mu\text{g/g}$ for soil 50 m from the tower concrete base

The study attributed increased zinc corrosion of the transmission tower to the acidity of precipitation resulting from the area being highly industrialized. Therefore, this study likely represents this a more corrosive environment than is typical of Douglas County. Additionally, transmission towers from this study are larger and have more surface area exposed to direct precipitation compared to partially shielded, smaller solar panel array support piers. Although, this study identified higher concentrations of zinc than the Jones and Burgess study, none of the zinc concentrations exceeded the KDHE RSK value for zinc in residential soil of 23,500 $\mu\text{g/g}$ or the USEPA RSL of 23,000 $\mu\text{g/g}$.

Study: The Effects of Zinc Contamination From Electricity Pylons – Evolution in a Replicated Situation (Al-Hiyaly et al., 1988)

The Al-Hiyaly et al. study evaluated zinc concentrations in soil near transmission pylons in North Wales. A total of 399 soil samples were collected from a depth of 0-5 cm bgs in a 20 by 20 m grid containing the four legs supporting the pylon. Total zinc concentrations in soil samples collected during this study ranged from $1,250 \pm 200$ to $6,500 \pm 4,000$ $\mu\text{g/g}$ beneath the pylons and generally decreased with distance from the pylons. This study concluded that the pattern of zinc distribution under the pylons is dependent upon the pattern of precipitation drips and runoff from the structures and affected by prevailing wind direction and ground surface slope (Al-Hiyaly et al., 1988).

Once again, none of the zinc concentrations identified in this study exceeded the KDHE RSK value for zinc in soil of 23,500 $\mu\text{g/g}$ or the USEPA RSL of 23,000 $\mu\text{g/g}$. Furthermore, the size of

the structure investigated in this study is again larger than the H-pile supports that are planned for the solar farm.

Zinc in Surface Water

Zinc enters the surface water as a result of both natural and anthropogenic activities. Zinc is emitted to the air both naturally due to windborne soil particles, volcanic emissions, and forest fires and anthropogenically from dust and fumes from mining, zinc production facilities, processing of zinc-bearing raw materials, brass works, coal and fuel combustion, refuse incineration, and iron and steel production. Fine zinc dust particles settle over land and surface water with rain and snow aiding in the removal of zinc from the air. Most of the zinc in lakes or rivers remains sorbed to sediments or suspended solids and settles to the bottom of the water body resulting in the enrichment of zinc in suspended and bed sediments. In aerobic waters, zinc is separated into sediments through sorption onto hydrous iron and manganese oxides, clay minerals, and organic material. The efficiency of these materials in removing zinc from solution depends on factors including the concentration of these materials, pH, redox potential (Eh), salinity, nature and concentration of complexing ligands, cation exchange capacity, and concentration of zinc (U. S. Department of Health and Human Services, 2005). Zinc tends to be adsorbed and transported by suspended solids in unpolluted waters; however, increases in the acidity of water may increase the level of dissolved zinc in water (U. S. Department of Health and Human Services, 2005).

As presented in Toxicological Profile for Zinc (U. S. Department of Health and Human Services, 2005), the weathering of naturally occurring minerals releases zinc to water while the erosion of soil particles containing natural traces of zinc results in the largest input of zinc to surface water (45,400 metric tons/year). This source of low levels of zinc is widely dispersed and unlikely to increase aquatic concentrations significantly.

Smaller but more concentrated sources of zinc in water include urban runoff, mine drainage, and municipal and industrial effluents. The total releases to surface water from urban runoff and inactive mines account for approximately 5,250 and 4,060 metric tons/year, respectively (U. S. Department of Health and Human Services, 2005).

A review of available literature identified a number of studies that evaluated the potential for zinc to enter surface water as a result of galvanized steel structures such as bridge structures. As presented in the following studies, the presence of these structures did not result in the presence of zinc at concentrations above the KDHE RSK residential groundwater scenario value for zinc of 4,670 µg/L.

Study: Roofing Materials' Contributions to Storm-Water Runoff Pollution (Clark et al., 2008)

Another study on roofing materials contributions to storm water runoff consisted of a laboratory leaching study simulating the exposure of materials to acidic environmental conditions and a

pilot-scale field study collecting runoff water samples during storm events. The results from the laboratory leaching study were used to identify if zinc exists in the material and if over time zinc might be released to the environment. The laboratory leaching results indicated that galvanized metal roofing contributed to the greatest concentrations of zinc with a concentration of 16,500 mg/kg (Clark et al., 2008). Even though the metals' results in this study indicated significant potential exists for metals to be leached from these materials as they degrade, the zinc concentration from degradation of the galvanized metal roof material was below the KDHE RSK value for zinc of 23,500 mg/kg and the USEPA RSL of 23,000 mg/kg.

Zinc concentrations in runoff water samples collected during the pilot-scale runoff test ranged from 5 to 30 mg/L (Clark et al., 2008), exceeding the KDHE RSK value for zinc of 4.67 mg/L and the USEPA SMCL of 5 mg/L. Again, these concentrations are a result from direct runoff from a large surface area of galvanized metal roofing during a storm event and may not be representative of the solar array project (Clark et al., 2008).

Study: Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Water Environment (American Galvanizers Association, 2023)

Six studies in the American Galvanizers Association publication Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Water Environment discuss contributions of zinc to surface water due to the weathering of galvanized steel used to construct five bridges and one dock (American Galvanizers Association, 2023). In these studies, the addition of zinc to surface water was modeled using a conservative assumption that all of the zinc on each structure is transmitted to the water over 40 storm events resulting in increases to surface water concentrations. Flow rates during these storm events are often 5-10 times the average flow rate of the surface water environments; however, for these studies, flow rates were conservatively estimated to be two times the average flow rate. These assumptions were used to model changes in zinc concentrations in the receiving water body to evaluate the potential effects of these structures on the environment. The data pertaining to each study is summarized below:

- Study #1: Grey Road Bridge (84 feet long by 40 feet wide) – surface water concentrations of zinc increased by approximately 12 ppb during each storm event.
- Study #2: Warmington Bridge (126 feet long by 40 feet wide) – surface water concentrations of zinc increased by approximately 14 ppb of zinc is added to the river during each storm event.
- Study #3: Blough Avenue Bridge (237 feet long by 40 feet wide) – surface water concentrations of zinc increased by approximately 5 ppb of zinc is added to the canal during each storm event.
- Study #4: SR3023 Bridge (300 feet long by 40 feet wide) – surface water concentrations of zinc increased by approximately 41 ppb of zinc is added to the river during each storm event.
- Study #5: Commercial Dock – surface water concentrations of zinc increased by approximately 0.0001 ppb of zinc is added to the river during each storm event.

- Study #6: Wes Smith Bridge (220 feet long by 40 feet wide) – surface water concentrations of zinc increased by approximately 5.4 ppb of zinc is added to the river during each storm event.

While the results of this study are not directly transferable to the project given the size of the structures evaluated and the site-specific hydrological dynamics of the receiving water bodies, this study does present a line of evidence that galvanized steel structures, even when very large, are unlikely to result in surface water contamination of zinc at concentrations above the KDHE RSK residential groundwater scenario value for zinc in groundwater of 4,670 ppb.

Review of the available literature did not return any studies that specifically evaluated the effects of galvanized steel structures on groundwater concentrations of zinc. However, the studies discussed above indicate minimal vertical movement of zinc in the soil. Once released from the structures, zinc is expected to be relatively immobile in non-corrosive soil environments as the zinc tends to remain sorbed to the soil matrix and therefore does not dissolve in water (Smolders and Degryse, 2002). Therefore, regional impacts to groundwater as a result of galvanized steel structures is unlikely.

Conclusions and Limitations

This white paper presents the results of a literature review performed to evaluate the potential for galvanized steel structures to result in the addition of zinc to the environment at concentrations above KDHE and USEPA standards. The conclusions and opinions drawn from the available literature are not based on site-specific information or data and may require additional assessment or evaluation to be confirmed. Reuse of this deliverable for purposes other than those identified herein are at the sole risk of those reusing this deliverable unless approved in writing by Burns & McDonnell.

The studies and evaluations summarized in this white paper demonstrated a limited potential for galvanized steel structures to result in environmental contamination of zinc. Once released from the structures, zinc is expected to be relatively immobile in non-corrosive soil environments as the zinc tends to remain sorbed to the soil matrix and therefore does not dissolve in water. While one study observed elevated concentrations of zinc in surface water runoff from a galvanized steel roof, these concentrations are a result from direct runoff from a large surface area of galvanized metal roofing during a storm event and may not be representative of the solar array project. Therefore, they do not represent the average concentration of runoff throughout the rain event. These results are also not likely to be representative of conditions at the proposed solar project given the size of the structure.

The literature reviewed suggests evidence that zinc that is introduced to the environment is fairly immobile under non-corrosive conditions. Data available for the project sites indicates non-corrosive environments are present which will limit the mobility of zinc that may leach from galvanized steel. If released to the environment, available literature suggests that zinc is unlikely

to accumulate at concentrations above risk-based standards developed by KDHE and USEPA to be protective of human health and the environment. Furthermore, literature suggests that it is unlikely that the zinc will become dissolved and enter groundwater at concentrations that would drive regional groundwater contamination.

References

American Galvanizers Association. 2023. Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Soil Environment. [Publications | American Galvanizers Association \(galvanizeit.org\)](https://galvanizeit.org/publications).

American Galvanizers Association. 2023. Hot-Dip Galvanized Steel's Contribution to Zinc Levels in the Water Environment. [Publications | American Galvanizers Association \(galvanizeit.org\)](https://galvanizeit.org/publications).

Natural Resources Conservation Service. 2023. Web Soil Survey. <https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey>.

USEPA. 2023. Acid Rain Program. <https://www.epa.gov/acidrain/acid-rain-program>.

USGS. 2023. Current Conditions for the Nation – Water Quality. <https://waterdata.usgs.gov/nwis/current>.

National Atmospheric Deposition Program. 2023. National Network Trends. <https://nadp.slh.wisc.edu/networks/national-trends-network>.

Niesiobedzka, K. 2023. Mobility indexes of Cu, Pb, and Zn in soil ecosystems with various levels of metal contamination (in Poland). Environmental Monitoring and Assessment.

California Department of Transportation. 2021. Corrosive Guidelines Version 3.2. <https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/mets/corrosion-guidelines-a11y.pdf>.

Terracon. 2019. Voluntary Cleanup Investigation, Quarterly Groundwater Monitoring Report, Quarter 4, CVS Pharmacy #10862, 110 West Main Street, Gardner, Kansas. https://keap.kdhe.ks.gov/BER_ISL/.

Clark, S. E., Steele, K. A., Spicher, J., Siu, C. Y., Lalor, M. M., Pitt, R., & Kirby, J. T. 2008. Roofing materials' contributions to storm-water runoff pollution. Journal of irrigation and drainage engineering, 134(5), 638-645.

U.S. Department of Health and Human Services. 2005. Toxicological Profile for Zinc. <https://www.atsdr.cdc.gov/toxprofiles/tp60.pdf>.

Smolders, E., Degryse, F.,. 2002. Fate and Effect of Zinc from Tire Debris in Soil. Environmental Science Technology 36:3706-3710.

Hiyaly, S.A., McNeilly, T., Bradshaw, A.D. 1988. The Effects of Zinc Contamination from Electricity Pylons – Evolution in a Replicated Situation. New Phytol 110:571-580.

Jones, R., Burgess, M.S.E. 1984. Zinc and cadmium in soils and plants near electrical transmission (hydro) towers. Environ Sci Technol 18(10):731-734.

Don't Ban Commercial Solar Farms in Reno County -*Petition*

- Please complete this form only if you live in Reno County, Kansas! -

By submitting, you are asking our Reno County Planning & County Commissioners to:

-NOT ban commercial solar farms in the zoned area of Reno County

-TO implement responsible, effective, and fair regulations for commercial solar farms in Reno County.

* Indicates required question

* Privacy Notice

We will share your information with the Reno County Planning Commission and the Reno County Commission and it will become a part of County records. From time to time we will furnish you with progress updates through email.

WE WILL NOT share your information with 3rd parties for marketing purposes.

- Questions to show residency and prove you are not a robot! -



1. Verification Question: In what City was this photo taken? *



2. Verification Question 2: In what County do you live in Kansas? *

- Your Information -



3. First Name *

4. Last Name *

5. **Street Address ***

6. **City ***

7. **State ***

8. **Zip ***

9. **Email ***

10. **Please submit this form only if you live in Reno County, Kansas!**

By checking, you are asking our Reno County Planning & County Commissioners to:

-NOT ban commercial solar farms in the zoned area of Reno County

-TO implement responsible, effective, and fair regulations for commercial solar farms in Reno County.

Check all that apply.

Check here to acknowledge



C1 📄 Verification Question 2: In what County do you live in Kansas?

	A	B	C	D	E	F	G	H	I	J	K	L
1	Timestamp	Verification Question 1: In what City was this photo taken?	Verification Question 2: In what County do you live in Kansas?	First Name	Last Name	Street Address	City	State	Zip	Email		
49	7/12/2024 17:09:20	Hutchinson	Reno	Jarret	Davis	610 Farming Dunes Rd	Hutchinson	KS	67502	davisjayou@	Check here to acknowledge	
50	7/12/2024 18:29:12	Hutchinson	Reno	Kathie	Moore	415 W Arlington Rd	Hutchinson	KS	67501	active62@	Check here to acknowledge	
51	7/12/2024 19:08:17	Hutchinson	Reno	Mary	Nowlan	507 East 73rd	Hutchinson	Kansas	67502	marynowla@	Check here to acknowledge	
52	7/12/2024 20:30:20	Hutchinson, KS	Reno	Sherry	Cooper	919 E 3rd Ave	Hutchinson	KS	67501	s-cooper@	Check here to acknowledge	
53	7/12/2024 20:34:34	Hutchinson, Kansas	Reno	Melford	Holmes	3117 S Avery Rd	Plevna	Kansas	67568	melfordhol@	Check here to acknowledge	
54	7/13/2024 6:03:33	Hutchinson, Kansas	Reno County	Rochelle	Sylvester	702 E 9th Ave	Hutchinson	Kansas	67501	poet.rochel@	Check here to acknowledge	
55	7/13/2024 6:42:50	Hutchinson, KS	Reno	Mary	Wade	103 West 18th Ave	Hutchinson	KS	67502	mawade@	Check here to acknowledge	
56	7/13/2024 11:25:06	Hutchinson, KS	Reno	Sue	Miller	12101 E. Fountain Green Rd	Haven	Kansas	67543	msmiller62@	Check here to acknowledge	
57	7/13/2024 19:22:05	Hutchinson	Reno	Toml Ann	Foust	3401 N Severance	Hutchinson	KS	67502	baifoust@	Check here to acknowledge	
58	7/14/2024 6:42:28	Hutchinson	Reno	Brooklyn	Walker	402 W 27th	Hutchinson	KS	67502	brooklyn.ev@	Check here to acknowledge	
59	7/15/2024 15:38:01	Hutchinson	Reno	Jeanne	ritter	1308 e 26	hutchinson	ks	67502	robeyjeanr@	Check here to acknowledge	
60	7/15/2024 19:40:05	Hutchinson	Reno	Stephanie	Tucker	10090 Paganica Pass	Hutchinson	Kansas	67502	Stephsstuff@	Check here to acknowledge	
61	7/15/2024 20:27:17	Hutchinson	Reno	Tim	Harper	43 random rd	Hutchinson	Kansas	67502	boomcat58@	Check here to acknowledge	
62	7/15/2024 21:31:07	Hutchinson, KS	Reno	Cynthia	Landon	1403 Cochran	Hutchinson	Kansas	67501	cyndyland@	Check here to acknowledge	
63	7/16/2024 2:37:02	Hutchinson, KS	Reno	Cynthia	Landon	1403 Cochran	Hutchinson	Kansas	67501	cyndyland@	Check here to acknowledge	
64	7/16/2024 13:04:14	Hutchinson	Reno	Babette	Beach	39 Random Rd	Hutchinson	Kansas	67502	babsb6555@	Check here to acknowledge	
65	7/16/2024 16:12:10	Hutchinson	Reno	Chloe	Gehring	713 W. Ave	Hutchinson	Kansas	67501	chloe.bwils@	Check here to acknowledge	
66	7/17/2024 13:46:32	Hutchinson	Reno	Tammy	Smith	805 Bannock Burn KS	Hutchinson	KS	67502	tammys071@	Check here to acknowledge	
67	7/17/2024 15:03:37	Hutchinson Kansas	Reno	David	Gitchell	610 W 25th Ave	Hutchinson	Kansas	67502	davegitchel@	Check here to acknowledge	
68	7/18/2024 12:18:36	Hutchinson	Reno	Morgan	Dorris	2704 N Monroe	Hutchinson	KS	67502	mdorris7@	Check here to acknowledge	
69	7/19/2024 12:01:04	Hutchinson	Reno	Tonya	Wenger	605 Adair Cir	Hutchinson	KS	67502	tonya@ram@	Check here to acknowledge	
70	7/19/2024 13:33:43	Hutchinson	Reno	Molly	Foster	1923 Ash Street	Hutchinson	KS	67502	fostern199@	Check here to acknowledge	
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73	7/23/2024 18:44:16	Hutchinson, KS	Reno County	Dana	Van Goltten	2514 East 45th Avenue	Hutchinson	KS	67502	dbcvangott@	Check here to acknowledge	
74	7/23/2024 20:35:33	Hutchinson	Reno	Monica	Placek	1002 BRAMBLE BUSH DR	HUTCHINSON	KS	67502	Mkpmomaf@	Check here to acknowledge	
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76	7/23/2024 22:35:23	Hutchinson	Reno	Susan	Alexander	6 Pawnee DR	Hutchinson	KS	67502	alexsus@e@	Check here to acknowledge	
77	7/24/2024 6:37:59	Hutchinson	Reno	Barbara	Alexander	207 E 15th Ave	Hutchinson	KS	67501	barb48afex@	Check here to acknowledge	
78	7/24/2024 6:53:08	Hutchinson	Reno	Kelly	Hutchinson	219 Countryside Dr	Hutchinson	Kansas	67502	pupskhutch@	Check here to acknowledge	
79	7/24/2024 11:01:49	Hutchinson	Reno	Sharon	Harris	15 Carlton Rd	Hutchinson	Kansas	67502	google.harr@	Check here to acknowledge	
80	7/24/2024 11:05:12	Hutchinson	Reno	Lorrie	Kraft	15 Carlton Rd	Hutchinson	Kansas	67502	google.harr@	Check here to acknowledge	
81	7/24/2024 18:17:10	Hutchinson State fair	Reno	Sandra	Smith	219 Countryside	Hutchinson	Kansas	67502	klarenz46@	Check here to acknowledge	
82	7/25/2024 20:16:56	Hutchinson	Reno	Nancy	Lestishen	41 Meadowlark Lane	Hutchinson	KS	67502	nlestishen@	Check here to acknowledge	
83	7/26/2024 14:01:33	Hutchinson, KS	Reno	Timothy	Davies	7304 N Lorraine	Hutchinson	Kansas	67502	davies0924@	Check here to acknowledge	
84	7/26/2024 15:13:09	Hutchinson, Kansas	Reno	Betty	Taylor	52 Eastwood Dr.	Hutchinson	KS	67502	taylorinhut@	Check here to acknowledge	
85	7/28/2024 13:08:23	Hutchinson	Reno	Jonathan	Wenger	605 Adair circle	Hutchinson	ks	67592	jonathan@	Check here to acknowledge	
86	7/28/2024 13:59:39	Hutchinson	Reno	Reuben	Wenger	605 Adair circle	Hutchinson	Kansas	67502	reuben@ra@	Check here to acknowledge	
87	7/28/2024 14:16:56	Hutchinson	Reno County	Hannah	Nisly	120 S Algona St	Arlington	KS	67514	hannahmn@	Check here to acknowledge	
88	7/28/2024 14:19:39	Hutchinson	Reno	Lily	Nisly	120 South Algona street	Arlington	Kansas	67514	Lilynisly@g@	Check here to acknowledge	
89	7/28/2024 15:06:49	Hutchinson, KS	Reno	Autumn	Evans	203 west 28th Ave	Hutchinson	Kansas	67502	autumneva@	Check here to acknowledge	
90	7/28/2024 15:23:33	Hutchinson	Reno	Danny	Popp	817 N SEVERANCE ST	HUTCHINSON	KS	67501	danpoppfh@	Check here to acknowledge	
91	7/28/2024 15:30:32	Hutchinson	Reno	Pamela	Popp	817 N SEVERANCE ST	HUTCHINSON	KS	67501	danpoppfh@	Check here to acknowledge	
92	7/28/2024 16:27:34	Hutchinson	Reno County	Grace	Sylvester	702 East 9th Ave	Hutch	KS	67501	grace.e.syl@	Check here to acknowledge	
93	7/28/2024 19:22:32	Hutchinson	Reno	Jeanne	Meyer	903 E 31st Ave	Hutchinson	Kansas	67502	jeannemey@	Check here to acknowledge	
94	7/28/2024 21:44:09	Hutchinson	Reno	Magdalena	Wenger	605 Adair Circle	Hutchinson	Kansas	67502	magdalena@	Check here to acknowledge	
95	7/29/2024 13:11:41	Hutchinson	Reno	lilly	arellano	918 north plum street	Hutchinson	kansas	67501	llarellano7@	Check here to acknowledge	
96												

Please submit this form only if you live in Reno County, Kansas!
 By checking, you are asking our Reno County Planning & County Commissioners to:
 -NOT ban commercial solar farms in the zoned area of Reno County
 -TO implement responsible, effective, and fair regulations for commercial solar farms in Reno County.



RESOLUTION 2024-

**A RESOLUTION REVISING AND UPDATING THE APRIL 2016
EDITION OF THE RENO COUNTY ZONING REGULATIONS BY
AMENDING ARTICLE 15-109(2)(A) AND CREATING ARTICLE 15-105(58a),
ARTICLE 15-109(1)(L), AND ARTICLE 15-109(2)(H), AND INCORPORATING BY
REFERENCE NEW REGULATIONS**

WHEREAS, K.S.A. 12-757 authorizes the Board of County Commissioners to provide for the adoption or amendment of zoning regulations, and;

WHEREAS, pursuant to K.S.A. 12-757 the Reno County Planning Commission has recommended to the Board of County Commissioners that the Zoning Regulations of Reno County, 2016 Edition as amended be amended further, and;

WHEREAS, all public notice and public hearing requirements have been satisfied and all other statutory requirements prerequisite to the adoption of an amendment to the Zoning Regulations have been met, and;

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Reno County to create Article 15-109(1)(L) and Article 15-109(2)(H) pertaining to private solar energy systems, create Article 15-105(58a) by adding the term limited scale commercial solar energy system, and remove the term “solar collectors” from Article 15-109(2)(A) of the Zoning Regulations and to adopt and incorporate by reference said amended regulations based upon the recommendation of the Planning Commission.

WHEREAS, upon conclusion of the Board’s deliberations, Commissioner _____ moved to approve the Planning Commission’s recommendation to amend Article 15-109(2)(A) and create Article 15-105(58a), Article 15-109(1)(L), and Article 15-109(2)(H) of the Reno County Zoning Regulations and to adopt and incorporate by reference the text amendments pertaining thereto found in the Reno County Planner’s oral report on September 25, 2024. Commissioner _____ seconded the motion. The motion was approved by a _____ vote.

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

1. The April, 2016 Edition of the Reno County Zoning Regulations, as reflected on the official zoning district boundary map, and the proposed amendments thereto at Article 15-109(2)(A), Article 15-105(58a), Article 15-109(1)(L), and Article 15-109(2)(H), are hereby adopted, and the same are incorporated herein by reference.
2. At least one copy of the Reno County Zoning Regulations shall be filed with the County Clerk marked "Official Copy" as Incorporated by Resolution No. 2024-_____ and to which there shall be attached a published copy of this Resolution, said copies to be open for inspection and available to the public at all reasonable hours.

3. Any provision of this Resolution which shall be declared invalid shall not affect the validity and authority of any other sections.
4. All applications duly submitted prior to the effective date of this Resolution, with appropriate payment of all fees, and in the process of being considered by Reno County officials under the provisions of the Reno County Zoning Regulations in effect prior to the effective date of this resolution, shall be considered and acted upon under the provisions of prior editions of said Zoning Regulations. Similarly, all orders issued by the District Court of Reno County, Kansas, enforcing provisions of the Reno County Zoning Regulations in effect prior to the effective date of this Resolution, which said orders remain within the continuing jurisdiction of the Court, shall be considered and acted upon under the provisions of said previous Reno County Zoning Regulations.
5. This Resolution shall be in full force and effect from and after its publication once in the official county newspaper.

APPROVED AND ADOPTED in regular session this 25th day of September 2024.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Randy Parks – Chairman

Don Bogner – Member

Ron Hirst – Member

Daniel Friesen – Member

John Whitesel - Member

Attest:

Donna Patton – County Clerk

RESOLUTION 2024-

**A RESOLUTION REVISING AND UPDATING THE APRIL 2016
EDITION OF THE RENO COUNTY ZONING REGULATIONS BY
CREATING ARTICLE 15-111(8), AND INCORPORATING BY REFERENCE NEW
REGULATIONS**

WHEREAS, K.S.A. 12-757 authorizes the Board of County Commissioners to provide for the adoption or amendment of zoning regulations, and;

WHEREAS, pursuant to K.S.A. 12-757 the Reno County Planning Commission has recommended to the Board of County Commissioners that the Zoning Regulations of Reno County, 2016 Edition as amended, be amended further, and;

WHEREAS, all public notice and public hearing requirements have been satisfied and all other statutory requirements prerequisite to the adoption of an amendment to the Zoning Regulations have been met, and;

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of Reno County to create Article 15-111(8) pertaining to commercial solar energy systems of the Zoning Regulations and to adopt and incorporate by reference said amended regulations based upon the written public record and the discussions of the Board of County Commissioners and not the recommendation of the Planning Commission.

WHEREAS, upon conclusion of the Board’s deliberations, Commissioner _____ moved to reverse the Planning Commission’s recommendation to deny the creation of Article 15-111(8) of the Reno County Zoning Regulations and to adopt and incorporate by reference the text amendment pertaining thereto found in the Reno County Planner’s oral report on September 25, 2024. Commissioner _____ seconded the motion. The motion was approved by a _____ vote.

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

1. The April, 2016 Edition of the Reno County Zoning Regulations, as reflected on the official zoning district boundary map, and the proposed amendment thereto at Article 15-111(8) is hereby adopted, and the same is incorporated herein by reference.
2. At least one copy of the Reno County Zoning Regulations shall be filed with the County Clerk marked "Official Copy" as Incorporated by Resolution No. 2024-_____ and to which there shall be attached a published copy of this Resolution, said copies to be open for inspection and available to the public at all reasonable hours.
3. Any provision of this Resolution which shall be declared invalid shall not affect the validity and authority of any other sections.

4. All applications duly submitted prior to the effective date of this Resolution, with appropriate payment of all fees, and in the process of being considered by Reno County officials under the provisions of the Reno County Zoning Regulations in effect prior to the effective date of this resolution, shall be considered and acted upon under the provisions of prior editions of said Zoning Regulations. Similarly, all orders issued by the District Court of Reno County, Kansas, enforcing provisions of the Reno County Zoning Regulations in effect prior to the effective date of this Resolution, which said orders remain within the continuing jurisdiction of the Court, shall be considered and acted upon under the provisions of said previous Reno County Zoning Regulations.
5. This Resolution shall be in full force and effect from and after its publication once in the official county newspaper.

APPROVED AND ADOPTED in regular session this 25th day of September 2024.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Randy Parks – Chairman

Don Bogner – Member

Ron Hirst – Member

Daniel Friesen – Member

John Whitesel - Member

Attest:

Donna Patton – County Clerk

RESOLUTION 2024-

**A RESOLUTION PERTAINING TO AN APPLICATION BY THE RENO COUNTY
PLANNING COMMISSION TO UPDATE THE APRIL 2016
EDITION OF THE RENO COUNTY ZONING REGULATIONS BY
CREATING ARTICLE 15-111(8), AND INCORPORATING BY REFERENCE NEW
REGULATIONS**

WHEREAS, K.S.A. 12-757 authorizes the Board of County Commissioners to provide for the adoption or amendment of zoning regulations, and;

WHEREAS, pursuant to K.S.A. 12-757 the Reno County Planning Commission has recommended to the Board of County Commissioners that the Zoning Regulations of Reno County, 2016 Edition as amended not be amended further, and;

WHEREAS, all public notice and public hearing requirements have been satisfied and all other statutory requirements prerequisite to the adoption of an amendment to the Zoning Regulations have been met, and;

WHEREAS, the Board of County Commissioners has determined that it is not in the best interest of Reno County to create Article 15-111(8) pertaining to commercial solar energy systems of the Zoning Regulations and to not adopt and incorporate by reference said amended regulations based upon the recommendation of the Planning Commission.

WHEREAS, upon conclusion of the Board's deliberations, Commissioner _____ moved to approve the Planning Commission's recommendation to deny the creation of Article 15-111(8) of the Reno County Zoning Regulations based on the written record of the Planning Commission public hearing and the Reno County Planner's oral report on September 25, 2024. Commissioner _____ seconded the motion. The motion was approved by a _____ vote.

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

1. The April, 2016 Edition of the Reno County Zoning Regulations, as reflected on the official zoning district boundary map, and the proposed amendment thereto at Article 15-111(8) is hereby not adopted.

APPROVED AND ADOPTED in regular session this 25th day of September 2024.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Randy Parks – Chairman

Don Bogner – Member

Ron Hirst – Member

Daniel Friesen – Member

John Whitesel - Member

Attest:

Donna Patton – County Clerk



AGENDA ITEM

AGENDA ITEM #7.F

AGENDA DATE: October 9, 2024

PRESENTED BY: Patrick Hoffman, County Counselor

AGENDA TOPIC:

Resolution Establishing the Use of Consent Agenda for the County Commission of Reno County Kansas

SUMMARY & BACKGROUND OF TOPIC:

The commission uses a ‘consent agenda’ to increase efficiency of meetings. However, the County has never formally adopted a written policy on how it utilizes the consent agenda.

This Resolution creates a written procedure for how and when the consent agenda shall be used in Commission meetings.

ALL OPTIONS:

1. Adopt Presented Resolution
2. Send Resolution back to staff for revisions
3. Decline to adopt the Resolution

RECOMMENDATION / REQUEST:

Adopt Proposed Resolution Defining Consent Agenda

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING THE USE OF
CONSENT AGENDA**

FOR THE COUNTY COMMISSION OF RENO COUNTY KANSAS

WHEREAS, the Board of County Commissioners of Reno County, Kansas, meets regularly in open session so that the business of the County may be transacted in the most expeditious and transparent manner; and

WHEREAS, to increase the efficiency of meetings while providing for transparency many organizations utilize a ‘consent agenda’ to approve business which is considered by the board to be routine, non-controversial, and unanimously approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RENO COUNTY, KANSAS, that pursuant to KSA 19-101a, and amendments thereto:

1. The County Administrator of Reno County, Kansas, with the approval of the Chair of the Board of Commissioners, shall prepare an agenda for each meeting and designate which items shall be on the consent agenda and which shall be on the business agenda. Only business items which are considered routine, non-controversial and likely to have the unanimous support of the entire Board shall be placed on the consent agenda.
2. Any individual Commissioner may, unilaterally with no motion, by oral request remove any item or items from the consent agenda and place it on the business agenda. This shall be done during the approval of agenda portion of the meeting.

ADOPTED in regular session this _____ day of October, 2024.

(Signature Page to Follow)

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

Randy Parks, Chairman

Don Bogner, Vice-Chairman

Ron Hirst, Member

Daniel Friesen, Member

John Whitesel, Member

ATTEST:

Donna Patton, Reno County Clerk



AGENDA ITEM

AGENDA ITEM #7.G

AGENDA DATE: October 9, 2024

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:
Bids on Tax Credit for Courthouse

SUMMARY & BACKGROUND OF TOPIC:

Reno County sent out a Request for Bids on August 20th with due dates of September 27th for the tax credits on the courthouse roof in the amount of \$88,112. Bids were opened on Monday, September 30th. Below is a summary of the bids received.

Reno County Courthouse Tax Credits (August 2023) - \$88,112

Company	Amount of Tax Credits	Amount (\$)	Amount (%)
Commerce Bank	\$88,112.00	\$79,300.80	90.00%
Clocktower Tax Credits	\$88,112.00	\$79,397.72	90.11%
Union State Bank	\$88,112.00	\$80,622.00	91.50%
Fallbrook Tax Credits	\$88,112.00	\$80,684.16	91.57%

The bids above show two bids that are within \$62 of each other. The lowest bid is with Fallbrook Tax Credits who are an in-between agency that will have a third party technically buy the credits through Fallbrook. The Union State Bank bid would sell the amounts directly to Union State Bank. For ease of transaction, the Union State Bank may be a simpler contract, while the Fallbrook Tax Credits is the actual lowest bid.

ALL OPTIONS:

1. Authorize the County Administrator to sign all necessary agreements with Fallbrook Tax Credits for the sale of tax credits totaling \$80,684.16.
2. Authorize the County Administrator to sign all necessary agreements with Union State Bank for the sale of tax credits totaling \$80,622.00.
3. Deny all bids

RECOMMENDATION / REQUEST:

Authorize the County Administrator to sign all necessary agreements for the sale of the courthouse tax credits.

POLICY / FISCAL IMPACT:

The sale of the tax credits will be extra revenue for the County's General Fund that was not budgeted.

Request for Bids
By
The Reno County Board County Commissioners
206 W First Ave.
Hutchinson, Ks. 67501
For
Kansas Rehabilitation Tax Credits

INTENT

The purpose of this document is to solicit bids from interested parties in purchasing Kansas Rehabilitation Tax Credits that were issued for the exterior renovation of the Reno County Courthouse.

BACKGROUND INFORMATION

Reno County Board of County Commissioners is offering for sale \$88,112 in Kansas Rehabilitation Tax Credits that were issued as a result of a renovation project in the Reno County Courthouse which is listed on the Register of Historic Places. The renovation project was completed in August 2023, and tax credits were issued through the Kansas State Rehabilitation Tax Credit Program.

INSTRUCTIONS TO OFFERORS

1. GENERAL

Tax Credit Owner: Reno County Board of County Commissioners

Contact: Randy Partington, County Administrator
206 W. First Ave.
Hutchinson, KS 67501
(620) 694-2929
(620) 694-2928 (Fax)

2. SUBMISSION

Sealed bids for the entire amount (\$88,112) of tax credits must be received by September 27, 2024, at 5:00 pm. Bids must be submitted in an envelope marked “Reno County Tax Credits”. The bid may be delivered via commercial carrier, hand delivered to the Reno County Commission Office, 206 West 1st, Hutchinson, KS 67501, or emailed to bids@renogov.org.

Emailed bids will not be accessible or opened until after 5:00 pm on September 27, 2024.

3. INQUIRIES

All inquiries concerning the tax credits must be made no later than September 20, 2024, at 5:00 pm and should be directed to the County Administrator. Questions must be submitted in writing, e-mail randy.partington@renogov.org, or by mailing to 206 W. First Ave., Hutchinson, KS 67501. All questions will receive a response.

4. EVALUATION

The County Administrator will evaluate the bids that are received and make a recommendation to the Board of County Commissioners. The Board of County Commissioners will award the offeror the highest qualified bid as determined by the Board. The Reno County Board of County Commissioners reserves the right to clarify information submitted.

5. REJECTION RIGHTS

Reno County Board of County Commissioners reserves the right to reject any and all bids for business reasons and reserves the right to re-solicit bids or change the closing date for any such business reason.

6. COST OF BID PREPARATION

No reimbursement will be made for any costs incurred for the preparation and submission of any bid.

Kansas Rehabilitation Tax Credit Application
Qualified Historic Structure Certification
Part 3

STC Project Number: 2083

Upon completion of the rehabilitation project, fill out and submit this form with photographs of the finished work, along with KDOR Schedules 1 and 2. All materials must be submitted to the Kansas State Historic Preservation Office. Type or print clearly. If there are additional property owners, please use the Additional Ownership form to submit that information. Please refer to the application instructions and photo policy for submission requirements.

Property Name: Reno County Courthouse

Street: 206 W 1st St

City: Hutchinson County: Reno Zip Code: 67501

Completed Project Data:

Project Starting Date (mm/dd/yy): 4/28/2023 Square footage before project: no change

Project Completion Date (mm/dd/yy): 8/15/2023 Square footage after project: no change

Total Qualified Expenses: \$ 293,705.86 Total Non-qualifying expenses: \$ 9,661.00

Owner Information

Legal Property Owner(s): Board of Reno County Commissioners

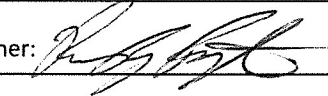
Type of Ownership Entity (check one):

- Individual
- Corporation
- LLC/LP*
- Bank
- Insurance
- Non-Profit
- Government
- School Dist.
- University
- Fiduciary
- Other

Owner's Tax ID Number: [REDACTED] SSN or FEIN (circle one)

Street Address: 206 W 1st St City: Hutchinson State: KS Zip: 67501

Daytime Phone: (620) 727-2450 Email: harlen.depew@renogov.org

Signature of Owner:  Date: 7/6/24

*All Pass-Through entities must fill out the Additional Ownership form providing ownership information for each shareholder within the entity.

State Office Use Only:

The State Historic Preservation Office has reviewed the Part 2 Application for the above-named property and determines that the rehabilitation:

- The completed rehabilitation meets the Secretary of the Interior's "Standards for Rehabilitation"
- The rehabilitation described does not meet the Secretary of the Interior's Standards for Rehabilitation.

Date:	#	SHPO/Deputy SHPO Signature:	
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6425 SW 6th Avenue
Topeka, KS 66615



phone: 785-272-8681
fax: 785-272-8682
Kshs.culturalresources@ks.gov

Kansas Historical Society

Laura Kelly, Governor
Patrick Zollner, Executive Director

Board of Reno County Commissioners
Attn: Harlen Depew
206 W 1st Street
Hutchinson, KS 67501

RE: Rehabilitation Completion Certification for the rehabilitation of Reno County Courthouse in Hutchinson, KS
(Project
2083)

Dear: Board of Reno County Commissioners

Please find enclosed a tax credit certificate, issued by the Kansas State Historical Society, acknowledging completion of a qualified rehabilitation project on a qualified historic structure. All completed work submitted for this project appears to meet the Secretary of the Interior's *Standards for Rehabilitation* and has followed the scope of work set out in the Description of Rehabilitation approved by this office. This certificate verifies that this work was completed in tax year 2023 and, therefore, the property owner(s) is/are eligible to receive a state income tax credit equal to 30% of qualifying expenses.

As the entity holding ownership of this property is a not-for-profit entity that does not have a state income tax liability, the tax credits presented here may be transferred or sold to other taxpayers. Please contact me with any questions or if you need any assistance.

A copy of this certificate will be provided to the KDOR. Taxpayers may claim their credits by submitting a K-35 with their Kansas state tax return. The taxpayer(s) claiming the credits are required to keep this certificate and the enclosed KDOR letter on file with their tax records.

Please contact me at 785-272-8681 or Kshs.culturalresources@ks.gov with any questions or concerns.

Sincerely,

State Historic Preservation Office
Cultural Resources Division



TAX CREDIT CERTIFICATE
KANSAS STATE REHABILITATION TAX CREDIT PROGRAM

<u>APPROVED PROJECT</u> PROJECT NUMBER: 2083 Building Name: Reno County Courthouse Address: 206 W 1st Avenue City: Hutchinson State: KS Zip: 67501	<u>OWNER OF PROPERTY</u> NAME: Board of Reno County Commissioners EIN: ██████████
PROJECT START DATE: April 28, 2023	DATE PROJECT PLACED IN SERVICE (COMPLETION DATE): August 15, 2023
TOTAL QUALIFYING EXPENSES ALLOWED FOR CREDIT: \$293,706.00	TOTAL STATE REHABILITATION TAX CREDIT REMAINING FOR THIS PROJECT: \$88,112.00
TAX CREDIT CERTIFICATE NUMBER: SH0675955008	

This certificate acknowledges completion of a qualified rehabilitation project on a qualified historic structure pursuant to K.S.A. 2001 Supp. 79-32,211, as amended, and regulations set forth by the Kansas State Historical Society.

Kansas State Rehabilitation Tax Credits may be used to offset income, privilege, or premium tax liability for the year in which the qualified rehabilitation plan was placed in service. Excess amounts may be carried over for deduction from such taxpayer's income, privilege, or premium tax liability in the next succeeding year or years until the total amount of the credit has been deducted from the tax liability, except that no such credit shall be carried over for deduction after the 10th taxable year succeeding the taxable year in which the qualified rehabilitation plan was placed in service.

A copy of this certificate will be provided to the Kansas Department of Revenue. You are required to keep this Tax Credit Certificate on file with your tax records. You may claim your credits by submitting Schedule K-35 with your income or privilege tax return. We encourage you to file your income tax return electronically. Electronic filing information can be found at webtax.org. Please contact the Cultural Resources Division of the Kansas State Historical Society with any questions about this certificate or requests to transfer these tax credits.

Katrina Ringler, Deputy State Historic Preservation Officer
Cultural Resources Division
Kansas State Historical Society

Date Issued: July 26, 2024

Randy Partington

From: Jesse L. Morris <JesseM@myunionstate.bank>
Sent: Thursday, August 22, 2024 3:30 PM
To: Sealed Bids
Cc: LeRoy M. Heizelman
Subject: [EXT_SENDER] Reno County Tax Credits

Caution: This email originated from an external source and could be malicious. Please use extreme caution when clicking links, opening attachments, or providing any information. When in doubt, please report the email or contact IT.

Good afternoon,

Thank you for the opportunity to bid on the below described Kansas State Rehabilitation Tax Credit:

Certificate Number: SH0675955008
Tax Credit Amount: \$88,112.00
Owner of Property: Board of Reno County Commissioners

Union State Bank would be pleased to offer \$80,622.00 for the entire tax credit amount of \$88,112.00, or \$0.915 per dollar. At this bid price, we would request that the seller pay any applicable transfer fees to the Kansas State Historical Society, and that the transaction settle prior to 12/31/2024. If the seller wishes that we pay the transfer fees, the bid amount could be adjusted lower accordingly.

Again, thank you for the opportunity and we look forward to hearing back from you. Should you have any questions or require any additional information, please do not hesitate to reach out.

Best regards,



Jesse L. Morris
SVP/Assistant CFO
Chief Investment Officer
104 1/2 W 9th Ave #403
Winfield, KS 67156
(620) 705-0281 (office)
(620) 222-5862 (mobile)

JesseM@MyUnionState.Bank

[MyUnionState](#) | [Join Our Team](#) | [Instagram](#) | [LinkedIn](#) | [Facebook](#)

IMPORTANT/CONFIDENTIAL: This transmission was sent from Union State Bank and is intended only for the use of the addressee(s) shown. It contains information that may be privileged, confidential and/or exempt from disclosure under applicable law. If you are the intended recipient, please use discretion in any e-mail reply to ensure that you do not send confidential information as we cannot secure it through this medium. To send sensitive information securely to Union State Bank, please use our secure email site at <https://web1.zixmail.net/s/login?b=myunionstate>. Sending email within this site will encrypt and send the information securely. If you are not the intended recipient of this transmission, you are hereby notified that the copying, use, or distribution of any information or materials transmitted herewith is

strictly prohibited. If you have received this transmission by mistake, please destroy the original message and call us at (620)442-5200.

September 26, 2024

Mr. Randy Partington, County Administrator
Reno County Board of County Commissioners
206 West First Avenue
Hutchinson, KS 67501
Email: Bids@RenoGov.org

**RE: Letter of Commitment to Purchase Kansas Historic Rehabilitation Tax Credits
Reno County Courthouse – Hutchinson, KS**

Dear Mr. Partington,

Thank you for sharing the information about your historic rehabilitation in Hutchinson, KS. The project entails the historic rehabilitation of the Reno County Courthouse located at 206 West First Avenue. The project was placed into service in August 2023, and the Kansas Historic Rehabilitation Tax Credits (KS HTCs) have been generated and are ready for transfer.

Clocktower Tax Credits is committed to facilitating the sale of your award of KS HTCs to a Kansas taxpayer. The purchase price of such sale would be based on a total price-per-credit rate of \$0.9011 per dollar of available tax credit. Based on the state KS HTC issuance of \$88,112, the purchase price would equal \$79,397.72 for these credits. The sale proceeds will be paid upon issuance and transfer of the KS HTC certificate. These proceeds are net of any fee due to Clocktower by the Kansas taxpayer that we identify. Such purchase would be subject to all appropriate due diligence on the project, the tax credits, and the transfer, and the execution of a purchase agreement documenting all the terms of the transfer.

Please know that we have completed over fifty state tax credit transactions, and have the experience and capacity to complete the sale for the Reno County Courthouse project.

Respectfully,



Jeff Jacobson, President

Randy Partington

From: Mendez, Haley <Haley.Mendez@CommerceBank.com>
Sent: Tuesday, August 20, 2024 3:32 PM
To: Sealed Bids
Cc: McMichael, Nadia; Stepp, Peggy
Subject: [EXT_SENDER] Reno County, KS Tax Credits - Request for Bids

Caution: This email originated from an external source and could be malicious. Please use extreme caution when clicking links, opening attachments, or providing any information. When in doubt, please report the email or contact IT.

Good afternoon,

Commerce Bank is offering \$.90 on the dollar which would make our payment to you \$79,300.80.

The State of Kansas has implemented a fee schedule that applies to tax credit transfers based on qualified expenditures. There is a nonrefundable transfer fee of \$300 for each certificate transfer. Commerce passes this fee along to our tax credit clients.

Please let us know if you'd like to accept our offer. Thank you!

Kindly,



Haley Mendez
Senior Real Estate Associate
STL CRE Admin + Processing
8001 Forsyth Blvd, 7th FL CBT-7
St. Louis Missouri 63105
314.746.3653

[Our culture defines us. Learn more.](#)



If you wish to communicate securely with Commerce Bank and its affiliates, you must log into your account under Online Services at <http://www.commercebank.com> or use the Commerce Bank Secure Email Message Center at <https://securemail.commercebank.com>

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FALLBROOK TAX CREDITS

August 21, 2024

Randy Partington
County Administrator
Reno County Board of County Commissioners
206 W. First Avenue
Hutchinson, Kansas 67501

Re: Kansas Historic Rehabilitation Tax Credits

Dear Mr. Partington:

This agreement (“Agreement”) shall serve as our mutual agreement and understanding with regard to Fallbrook Tax Credits LLC (“Fallbrook”), a Delaware limited liability company, acting as placement agent for Reno County Board of County Commissioners (“Seller”) in the sale of Kansas Historic Rehabilitation Tax Credits.

Project Information: Reno County Courthouse
206 W. 1st Street
Hutchinson, Kansas 67501
Project Number 2083

Tax Credits: Kansas Historic Rehabilitation Tax Credits in the amount of Eighty Eight Thousand One Hundred Twelve Dollars (\$88,112.00) (the “Tax Credits”)

Seller: Reno County Board of County Commissioners

Investor/Services: Fallbrook has several contacts (each, a “Prospect”) that are potential qualified purchasers of the Tax Credits. Fallbrook shall introduce one or more Prospects who will purchase the Tax Credits subject to such terms and conditions agreed on by Seller and Prospect. Fallbrook agrees to assist Seller in reaching acceptable terms with Prospect.

Tax Credit Pricing: Net Price to Seller: \$0.9157 per \$1.00 of Tax Credits
Gross Purchase Price: No less than \$0.9157 per \$1.00 of Tax Credits

Placement Fee: Any amount in excess of the Net Price to Seller. Seller shall pay the Placement Fee to Fallbrook within five (5) business days of receipt the Gross Purchase Price from the Prospect.

Non-Circumvention: Seller understands and agrees that the identity of any Prospect, together with its relationship to Fallbrook, is confidential, valuable,

and proprietary information solely held by Fallbrook. Seller shall be liable to Fallbrook for damages if it sells, or causes the sale of, any state or federal tax credits, except the Tax Credits covered by this Agreement, without Fallbrook's written consent, to any Prospect during the term of this Agreement and for a period of three (3) years thereafter.

Confidentiality:

The terms of this Agreement including, but not limited to, the identity of any Prospect, the Tax Credit Pricing, and the existence and amount of any Placement Fee (the "Confidential Information"), are strictly confidential and no party shall disclose the Confidential Information to any third party without the prior written consent of the other party, except that the parties may disclose the Confidential Information to (i) their officers, directors, employees, attorneys, and other professional advisors, provided that such persons agree to or are bound by the confidentiality restrictions contained herein, and (ii) as required by applicable law, regulation, or legal or regulatory process. Each party will provide the other party with prompt notice of disclosure of Confidential Information so the other party may seek a protective order or other remedy if appropriate.

Governing Law; Disputes:

This Agreement will be governed by and interpreted in accordance with the laws of the State of California and any dispute, litigation, arbitration or other proceeding shall take place in Los Angeles County, State of California. In any dispute, litigation, or arbitration between the parties arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to have its reasonable and actual attorneys' fees, reasonable expenses, related litigation costs and costs of suit (if any) paid by the non-prevailing party.

Miscellaneous:

This Agreement shall be in force for an initial period of one (1) year from the date above unless (a) the Agreement is terminated by thirty (30) days written notice or (b) Seller sells all the Tax Credits. Seller's obligation to pay the Placement Fee and the non-circumvention and indemnification provisions of this Agreement will survive the term of this Agreement.

Seller and Fallbrook each hereby agree to indemnify and hold harmless the other party, including that party's affiliates, directors, officers and shareholders against any and all damage, loss, cost or liability arising out of or resulting from any of the indemnifying party's misrepresentations, acts or omissions or those of its employees, agents, directors, officers, and representatives in connection with the undertakings or services performed under this Agreement.

Each party represents and warrants that in performing its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations, and that it is free of any contractual obligations that would prevent it from entering into this Agreement.

This Agreement is the entire agreement of the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof, and may not be amended, supplemented, or modified except by written instrument executed by all parties hereto.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. This Agreement may be executed by electronically, and each such electronic signature shall have the efficacy of a signed original and may be used in lieu of the original for any purpose. The parties each represent that the person executing this agreement on behalf of such party has been and is duly authorized to execute this Agreement.

[Signature Page Follows]

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to us a copy of this Agreement.

Sincerely,

Agreed To And Accepted As Of The
Date First Written Above

Fallbrook Tax Credits LLC

Reno County Board of
County Commissioners

By: _____
Name: Josh Lederer
Its: Vice President

By: _____
Name:
Its:



AGENDA ITEM

AGENDA ITEM #7.H

AGENDA DATE: October 9, 2024

PRESENTED BY: Don Brittain, Public Works Director

AGENDA TOPIC:

Proposed contract renewal terms between Reno County Water District No. 8, and IdeaTek Telcom, LLC to be effective December 1, 2024.

SUMMARY & BACKGROUND OF TOPIC:

For the upcoming lease agreement beginning December 1, 2024, IdeaTek has asked for a five-year lease term with a one-year notice of termination, in lieu of a one-year lease term with a 30-day notice of termination. We have also recommended additional changes, including removal of Item 9. UTILITIES from the original contract. With a 4% inflation increase each year to the annual rent, we feel this is an efficient and economical way of recovering any cost of utilities used by IdeaTek, rather than spending administrative resources on the process of billing IdeaTek each month for their minimal electrical usage. Finally, as IdeaTek has been making annual rent payments, rather than monthly payments, we have removed item 1.,a.,2. on Exhibit A, outlining the \$1/per month rent payment. Other minor changes have been made to update the contract to be accurate based on present day usage of the tower, as shown in the attachments.

ALL OPTIONS:

1. Approve the proposed five-year contract between Reno County Water District No. 8 and IdeaTek Telcom, LLC beginning December 1, 2024.
2. Deny the proposed contract for the upcoming lease term beginning December 1, 2024.

RECOMMENDATION / REQUEST:

Approve or deny a proposed five-year contract renewal term with a one-year notice of termination, in lieu of the current one-year contract with a 30-day notice of termination. The additional proposed changes to the contract include removal of Item 9. "UTILITIES", and other changes to reflect the current usage of the tower by IdeaTek.

TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT ("the Lease") is entered into as of the 1st day of December, ~~2020~~, 2024 by and between Reno County Rural Water District No. 8 ("Lessor") and IdeaTek Telcom, LLC, a Kansas limited liability company ("Lessee").

WHEREAS:

Lessor owns and controls the facility, tower, building, land and/or structure(s) described in Exhibit A (hereinafter referred to as "Tower").

Lessee is an Internet service provider and offers telecommunications and high-speed wireless Internet services to the surrounding area. Toward this end, Lessee desires to locate internet and telecommunications equipment (hereafter referred to as the "Equipment" on and/or adjacent, within, or at other described locations in Exhibit A (hereafter referred to as the "Leased Premises").

Providing access to the Tower will assist in addressing the COVID-19 public health and economic crisis, specifically addressing the increased need for internet connectivity in Kansas as related to the performance of the Kansas Department of Commerce Coronavirus Relief Fund Grant Agreement.

WITNESSETH:

1. DESCRIPTION OF PROPERTY AND USE. Lessor hereby leases to Lessee its successors or assigns, and Lessee hereby leases from Lessor, the Tower and Leased Premises described in Exhibit A.
2. TERM. The Lease Term is defined in Exhibit A attached hereto unless otherwise terminated earlier in the manner herein set forth. The Term start date shall be upon the initial completion of the installation of the Equipment. The Lease may be extended as permitted by Exhibit A.
3. RENT. The Rent is further defined in Exhibit A. Unless otherwise stated in this Lease, Rent shall be due monthly on the 1st and considered late after the 15th of each month, ~~or a one-time payment due on or before the 1st day of December.~~
4. LESSEE'S EQUIPMENT. All equipment placed within or on the Leased Premises and/or Tower by Lessee including antenna's, radios, cabling, electrical systems, racks, cabinets, and the like are Lessee's trade equipment (herein referred to as the "Equipment"), which shall be installed solely at Lessee's expense, and shall be and remain the Lessee's property, subject to the provisions of Section 12 hereof. However, Lessor shall have the right at all times to inspect any of the Equipment and its installation.
5. QUIET ENJOYMENT. Lessor warrants that as long as Lessee is not in breach of the lease, Lessee shall have quiet enjoyment of the Leased Premises and Tower. Likewise, except as otherwise stated herein, Lessee warrants Lessee shall give full cooperation in placing and securing equipment so as not to be hazard or nuisance to Lessor or other lessees and shall not otherwise interfere with Lessor's use and enjoyment of Lessor's property.
6. ACCESS TO LEASED PREMISES. Lessor covenants and warrants that Lessee, Lessee's employees, contractors, agents and vehicles shall have reasonable means of access to the Leased Premises and Tower. Lessor reserves the right to require supervised access to the site and shall be reimbursed by

Lessee for any time or expenses associated with said supervision. Other than in the event of an emergency, Lessee shall contact the County at least twenty-four (24) hours prior to needing access.

7. COMPLIANCE WITH REGULATIONS. Lessee shall, at Lessee's sole cost and expense comply with all governmental laws, rules, and regulations in the operation and use of the Leased Premises and Tower.
8. MAINTENANCE AND REPAIR. Lessee shall maintain the Equipment in a neat, clean, and attractive appearance and shall not allow the Equipment to fall into disrepair. Any maintenance and repair necessary for the functional use of the equipment, upgrades to utilities including power, conduits and telecommunication/broadband lines, will be performed by Lessee's qualified contractor(s) as permitted by Lessor, at the Lessee's sole cost.
9. ~~UTILITIES. Except as otherwise provided in Exhibit A, Lessee shall pay all electricity and utility costs in connection with Lessee's use of the Leased Premise and Tower. Lessor shall permit Lessee or Lessee's qualified contractor(s) to install the power facilities, conduits and telecommunication/broadband lines required by Lessee at Lessee's sole cost to the Equipment.~~

9. ~~10.~~ TAXES. The Tower and associated real estate is currently exempt from ad valorem real estate tax assessment. Should any portion of the Leased Premises be determined to be taxable as a result of the Lessee's intended use pursuant to the Lease, Lessee shall be responsible for any tax attributable to that use. The Lessor retains the right to protest any tax assessment, including taking an appeal to the Kansas Board of Tax Appeals. Lessee shall be responsible for the payment of any property taxes associated with utilizing the water tower so long as they are the sole entity attaching non-exempt equipment to the Tower. Upon other attachments being put on the Tower for non-exempt purposes, any taxes that are due and payable shall be prorated accordingly.

10. ~~11.~~ LEASE TERMINATION.

- a. If Lessee is prevented from constructing and completing the installation of the Equipment for reason of any final governmental law, regulation, order, or other action, the Lease will terminate immediately without penalty and with no rent or payment due.
- b. In addition to other termination terms of this Lease, Lessee may terminate this Lease upon ~~thirty (30) days~~ ^{one (1) year} written notice if (i) the Equipment is substantially damaged, or (ii) federal, state or local statute, ordinance, regulation or other governmental action shall preclude or limit the use of the Equipment, or (iii) the Lease becomes economically or otherwise undesirable to the Lessee, or (iv) a violation of Section 6 of this Lease occurs.
- ~~c. Prior to the start of installation of physical Equipment and upon notice to Lessor, Lessee may terminate this Lease immediately without penalty or further obligation.~~
- c. ~~d.~~ If either party breaches any material term of this Lease, and after 30 days notice the violating party fails to cure such breach, the other party may terminate this Lease without penalty and seek any and all appropriate damage upon the violating party.

11. ~~12.~~ REMOVAL OF EQUIPMENT. Upon expiration of the term or earlier termination of this Lease, Lessee shall, at Lessee's sole cost and expense, forthwith remove the Equipment and all appurtenances thereto, and restore the property of Lessor to substantially the same condition that existed prior to installation of the Equipment. In the event that Lessee has not removed the Equipment within sixty

(60) days after termination hereof, Lessor may remove the Equipment. Thereafter, Lessee shall reimburse Lessor on demand for all costs and expenses of such removal

12. ~~13.~~ INSURANCE AND INDEMNIFICATION.

- a. Lessee, at its sole cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single combined liability limit of at least One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) aggregate insuring against all, actual or alleged liability of Lessee and its agents, employees and representatives arising out of and in connection with Lessee's use or occupancy of the Leased Premises. Lessor shall be named as an additional insured.
- b. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actual or alleged arising from Lessee's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Lessee in or about the Leased Premises, including all damage, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Lessor's grossly negligent conduct and where permitted under the Kansas Tort Claims Act, Lessee hereby assumes all risk of damage to property or injury to person in or about the Leased Premises from any cause, and Lessee hereby waives all claims, including subrogation, in respect thereof against Lessor.

13. ~~14.~~ AUTHORIZATION TO FILE PERMITS. If required, Lessor shall provide authorization to Lessee to file the appropriate permits required for the construction, maintenance, or upgrade of the Equipment when such permit would otherwise require the signature of the Lessor.

14. ~~15.~~ DEFAULT. If Lessee defaults in the performance of any of its obligations under this Lease and fails to cure such default within thirty (30) days after written notice of default has been delivered to Lessee by Lessor, Lessor shall have the right to terminate this Lease and/or pursue any other legal or equitable rights or remedies that Lessor may have against Lessee.

15. ~~16.~~ ASSUMPTION OF OBLIGATION. Should Lessor sell the property, a copy of this lease must be provided to the purchaser, and the purchaser must assume the obligations of the Lessor under this lease.

16. ~~17.~~ NOTICES. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, if sent by a recognized overnight express carrier, or by electronic mail with a copy sent by overnight express carrier. If such notice or demand is served personally or electronically, notice shall be deemed constructively made at the time of such personal or electronic service. If such notice, demand or other communication is given by overnight express carrier, such notice shall be conclusively deemed given one (1) business day after delivery to the party to whom such notice, demand or other communication is to be given as listed under the signatory line of this Lease.

17. ~~18.~~ CHOICE OF LAW. The laws of the state of Kansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Venue shall be proper in Reno County District Court in Reno County, Kansas and federal court in Wichita, Kansas.

18. ~~19.~~ **WAIVER.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
19. ~~20.~~ **MODIFICATION OR AMENDMENT.** No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
20. ~~21.~~ **UNENFORCEABILITY OF PROVISIONS.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
21. ~~22.~~ **MISCELLANEOUS PROVISIONS:** Except as otherwise expressly provided in this Agreement, any additional provisions listed in Exhibit A are hereby incorporated into this Agreement by reference with the same force and effect as if set forth herein.
22. ~~23.~~ **ENTIRE AGREEMENT; BINDING TERMS.** This Lease constitutes the entire agreement of the parties. Neither Lessor nor Lessee shall be bound by any agreement, representation or warranty, expressed or implied, not contained herein and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns (except as expressly limited herein). Time is of the essence of this Lease.

[signature page to follow]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

LESSOR:


THE BOARD OF COUNTY COMMISSIONERS AS THE
GOVERNING BODY OF RENO COUNTY WATER
DISTRICT NO. 8

By: 
~~Ron Sellers, Chairman~~
Randy Parks

Notice Address:
Reno County Commission
206 W 1st Ave
Hutchinson, Kansas 67501

LESSEE:

IDEATEK TELCOM, LLC

By: 
Jerrod Reimer, CEO

Notice Address:
IdeaTek Telcom, LLC
111 Old Mill ~~In~~ Lane
Buhler, Ks. 67522

Exhibit A

Term Sheet

1. Rent

a. In consideration of the mutual covenants contained herein, and other good and valuable consideration, Lessee shall pay or contribute to Lessor the following:

~~1. A one-time installation payment of \$3,600 payable upon completion of the installation of Lessor's equipment, but at no time later than December 30, 2020.~~

~~2. \$1 per month beginning January 1, 2021 payable before the 15th of each month.~~

~~2. In lieu of an annual payment, 12 equal payments may be made payable by the 1st of each month.~~

b. This Lease is required to address the COVID-19 public health and economic crisis, specifically addressing the increased need for internet connectivity in Kansas as related to the performance of the Kansas Department of Commerce Coronavirus Relief Fund Grant Agreement.

2. Term This Lease shall continue for an initial term of ~~one (1) year~~ ^{five (5) years} and may be extended upon agreement by the Parties. The Parties agree to reconvene to discuss and negotiate any extension of the Lease prior to ninety (90) days before the term expires.

3. Tower Description

- a. Name: ~~Ren~~o County Rural Water District No. 8 Water Tower
- b. Tower Description: Highlands Water Tower and portions of the real estate taxing parcel upon which the water tower sets
- c. GPS Coordinates: 38°10'05.3"N 97°57'09.1"W

4. Leased Premises Description

- a. General Description: tower base and sides and portions of the real estate taxing parcel upon which the water tower sets

5. Equipment:

- ~~1. Antenna mounting bracket attached to lip at top of water tower or rail clamps if a rail is accessible (brackets powder-coated to prevent rust)~~
- ~~2. 6-8 small transmitting antennas~~
- ~~3. 1 backhaul dish antenna~~
- ~~4. Network switch~~

a. 9 Small Transmitting Antennas

b. 2 Backhuls on the site (2nd Backhaul was to provide redundancy)

TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT (“the Lease”) is entered into as of the 1 st day of December, 2024, by and between Reno County Rural Water District No. 8 (“Lessor”) and IdeaTek Telcom, LLC, a Kansas limited liability company (“Lessee”).

WHEREAS:

Lessor owns and controls the facility, tower, building, land and/or structure(s) described in Exhibit A (hereinafter referred to as “Tower”).

Lessee is an internet service provider and offers telecommunications and high-speed wireless internet services to the surrounding area. Toward this end, Lessee desires to locate internet and telecommunications equipment (hereafter referred to as the “Equipment on and/adjacent, within, or at other described locations in Exhibit A (hereafter referred to as the “Leased Premises”).

Providing access to the Tower will assist in addressing the Covid-19 public health and economic crisis, specifically addressing the increased need for internet connectivity in Kansas as related to the performance of the Kansas Department of Commerce Coronavirus Relief Fund Grant Agreement.

WITNESSETH:

1. DESCRIPTION OF PROPERTY AND USE. Lessor hereby leases to Lessee, its successors or assigns, and Lessee hereby leases from Lessor, the Tower and Leased Premises described in Exhibit A.
2. TERM. The Lease Term is defined in Exhibit A attached hereto unless otherwise terminated earlier in the manner herein set forth. The Term start date shall be upon the initial completion of the installation of the Equipment. The Lease may be extended as permitted in Exhibit A.
3. RENT. The Rent is further defined in Exhibit A. Unless otherwise stated in this Lease, Rent shall be due monthly on the first and is considered late after the 15th of each month or a one-time payment due on or before the 1st day of December.
4. LESSEE’S EQUIPMENT. All equipment placed within or on the Leased Premises and/or Tower by Lessee including antennas, radios, cabling, electrical systems, racks, cabinets, and the like are Lessee’s trade equipment (herein referred to as the “Equipment”), which shall be installed solely at the Lessee’s expense, and shall be and remain the Lessee’s property, subject to the provisions of Section 12 hereof. However, Lessor shall have the right at all times to inspect any of the Equipment and its installation.
5. QUIET ENJOYMENT. Lessor warrants that as long as Lessee is not in breach of the lease, Lessee shall have quiet enjoyment of the Lease Premises and Tower. Likewise, except as otherwise stated herein, Lessee warrants Lessee shall give full cooperation in placing and securing equipment so as not to be hazard or nuisance to Lessor or other lessees and shall not otherwise interfere with Lessor’s use and enjoyment of Lessor’s property.
6. ACCESS TO LEASED PREMISES. Lessor covenants and warrants that Lessee, Lessee’s employees, contractors, agents and vehicles shall have reasonable means of access to the Leased Premises and

Tower. Lessor reserves the right to require supervised access to the site and shall be reimbursed by Lessee for any time or expenses associated with said supervision. Other than in the event of an emergency, Lessee shall contact the County at least twenty-four (24) hours prior to needing access.

7. COMPLIANCE WITH REGULATIONS. Lessee shall, at Lessee's sole cost and expense comply with all governmental laws, rules, and regulations in the operation and use of the Leased Premises and Tower.
8. MAINTENANCE AND REPAIR. Lessee shall maintain the Equipment in a neat, clean, and attractive appearance and shall not allow the Equipment to fall into disrepair. Any maintenance and repair necessary for the functional use of the equipment, upgrades to utilities including power, conduits and telecommunication/broadband lines, will be performed by Lessee's qualified contractor(s) as permitted by Lessor, at the Lessee's sole cost.
9. TAXES. The Tower and associated real estate is currently exempt from ad valorem real estate tax assessment. Should any portion of the Leased Premises be determined to be taxable as a result of the Lessee's intended use pursuant to the Lease, Lessee shall be responsible for any tax attributable to that use. The Lessor retains the right to protest any tax assessment, including taking an appeal to the Kansas Board of Tax Appeals. Lessee shall be responsible for the payment of any property taxes associated with utilizing the water tower so long as they are the sole entity attaching non-exempt equipment to the Tower. Upon other attachments being put on the Tower for non-exempt purposes, any taxes that are due and payable shall be prorated accordingly.
10. LEASE TERMINATION.
 - a. If Lessee is prevented from constructing and completing the installation of the Equipment for reason of any final governmental law, regulation, order or other action, the Lease will terminate immediately without penalty and with no further rent or payment due.
 - b. In addition to other termination terms of this Lease, Lessee may terminate this Lease upon one (1) year written notice if (i) the Equipment is substantially damaged, or (ii) federal, state, or local statute, ordinance, regulation, or other governmental action shall preclude or limit the use of the Equipment, or (iii) the Lease becomes economically or otherwise undesirable to the Lessee, or (iv) a violation of Section 6 of this Lease occurs.
 - c. If either party breaches any material term of this Lease, and after 30 days' notice the violating party fails to cure such breach, the other party may terminate this Lease without penalty and seek any and all appropriate damage upon the violating party.
11. REMOVAL OF EQUIPMENT. Upon expiration of the term or earlier termination of this Lease, Lessee shall, at Lessee's sole cost and expense, forthwith remove the Equipment and all appurtenances thereto, and restore the property of Lessor to substantially the same condition that existed prior to installation of the Equipment. In the event that Lessee has not removed the Equipment within sixty (60) days after termination hereof, Lessor may remove the Equipment. Thereafter, Lessee shall reimburse Lessor on demand for all costs and expenses of such removal.

12. INSURANCE AND INDEMNIFICATION.

- a. Lessee, at its sole cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single combined liability limit of at least One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) aggregate insuring against all, actual or alleged liability of Lessee and its agents, employees and representatives arising out of and in connection with Lessee's use or occupancy of the Leased Premises. Lessor shall be named as an Additional Insured.
- b. Lessee shall indemnify and hold Lessor harmless from any and all claims, actual or alleged arising from Lessee's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Lessee in or about the Leased Premises, including all damage, costs, attorneys' fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Lessor's gross negligent conduct and where permitted under the Kansas Tort Claims Act, Lessee hereby assumes all risk of damage to property or injury to person in or about the Leased Premises from any cause, and Lessee hereby waives all claims, including subrogation, in respect thereof against Lessor.

13. AUTHORIZATION TO FILE PERMITS. If required, Lessor shall provide authorization to Lessee to file the appropriate permits required for the construction, maintenance or upgrade of the Equipment when such permit would otherwise require the signature of the Lessor.

14. DEFAULT. If Lessee defaults in the performance of any of its obligations under this Lease and fails to cure such default within thirty (30) days after written notice of default has been delivered to Lessee by Lessor, Lessor shall have the right to terminate this Lease and/or pursue any other legal or equitable rights or remedies that Lessor may have against Lessee.

15. ASSUMPTION OF OBLIGATION. Should Lessor sell the property, a copy of this lease must be provided to the purchaser, and the purchaser must assume the obligation of the Lessor under this lease.

16. NOTICES. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, if sent by a recognized overnight express carrier, or by electronic mail with a copy sent by overnight express carrier. If such notice or demand is served personally or electronically, notice shall be deemed constructively made at the time of such personal or electronic service. If such notice, demand or other communication is given by overnight express carrier, such notice shall be conclusively deemed given one (1) business day after delivery to the party to whom such notice, demand or other communication is to be given as listed under the signatory line of this Lease.

17. CHOICE OF LAW. The laws of the state of Kansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Venue shall be proper in Reno County District Court in Reno County, Kansas and federal court in Wichita Kansas.

18. WAIVER. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

19. MODIFICATION OR AMENDMENT. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
20. UNENFORCEABILITY OF PROVISIONS. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
21. MISCELLANEOUS PROVISIONS. Except as otherwise expressly provided in this Agreement, any additional provisions listed in Exhibit A are hereby incorporated into this Agreement by reference with the same force and effect as if set forth herein.
22. ENTIRE AGREEMENT; BINDING TERMS. This Lease constitutes the entire agreement of the parties. Neither Lessor nor Lessee shall be bound by any agreement, representation or warranty, expressed or implied, not contained herein and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns (except as expressly limited herein).

[signature page to follow]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

LESSOR:

LESSEE:

THE BOARD OF COUNTY COMMISSIONERS AS
THE GOVERNING BODY OF RENO COUNTY
WATER DISTRICT NO. 7

IDEATEK TELCOM, LLC

By: _____
Randy Parks, Chairman

By: _____
Jerrod Reimer, CEO

Notice Address:
Reno County Commission
206 W. 1st Avenue
Hutchinson, Kansas 67501

Notice Address:
IdeaTek Telcom, LLC
111 Old Mill Lane
Buhler, Kansas 67522

Exhibit A

Term Sheet

1. Rent

- a. In consideration of the mutual covenants contained herein, and other good and valuable consideration, Lessee shall pay or contribute to the Lessor the following:
 - 1. An annual rent payment payable on or before each first of December, with a 4% increase each year. The rent schedule for this five (5) year term is as follows:

December 1, 2024-December 1, 2025 - \$4,211.49

December 1, 2025-December 1, 2026 - \$4,379.95

December 1, 2026-December 1, 2027 - \$4,555.15

December 1, 2027-December 1, 2028 - \$4,737.36

December 1, 2028-December 1, 2029 - \$4,926.85

- 2. In lieu of an annual payment, 12 equal payments may be made payable by the 1st of each month.

- b. This Lease is required to address the COVID-19 public health and economic crisis, specifically addressing the increased need for internet connectivity in Kansas as related to the performance of the Kansas Department of Commerce Coronavirus Relief Fund Grant Agreement.

- 2. Term. This Lease shall continue for a term of five (5) years and may be extended upon agreement by the Parties. The Parties agree to reconvene to discuss and negotiate any extension of the Lease prior to 90 days before the term expires.

3. Tower Description

- a. Name: Reno Couty Rural Water District No. 8 Water Tower
- b. Tower Description: Highlands Water Tower and portions of the real estate taxing parcel upon which the tower sits
- c. GPS Coordinates: 38°10'05.3"N 97°57'09.1W

4. Leased Premises Description

- a. General Description: tower base and sides and portions of the real estate taxing parcel upon which the water tower sits

5. Equipment:

- a. 9 Small Transmitting Antennas
- b. 2 Backhauls on the site (2nd Backhaul was to provide redundancy)



AGENDA ITEM

AGENDA ITEM #8.A

AGENDA DATE: October 9, 2024

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:
Monthly Department Reports

SUMMARY & BACKGROUND OF TOPIC:

Every month, departments have been asked to provide an update on the previous month's major activities. The reports are intended to keep the county commission informed about the appointed and elected departments. Attached are reports for Aging-Public Transit, Appraiser, Automotive, Clerk, Community Corrections, Communications, District Attorney, and Emergency Management.

Report – September 2024

Staffing

Transportation remains fully staffed. An Aging position is being updated before moving forward with a vacancy hiring post.

Budget

Aging's expenditures at the end of September were at 67% allocation and 86% allocated out of the Transportation budget. The overall 002 departments allocated expenditures totaled 79%.

Aging Projects/Updates/Announcements

- The Information and Outreach Program Coordinator attended the State of Kansas Dept. of Aging and Disabilities Services (KDADS) Listening Tour held the first day at the State Fair. This was an opportunity for older Kansans to inform on the 2026-2029 State Plan on Aging by sharing their suggestions, needs, comments and feedback regarding Older Americans Act (OAA) services. Older Kansans that couldn't participate at one of the listening tour sessions can still share their thoughts by email to KDADSOAASCA@ks.gov. Written comments will be accepted until Nov. 15, 2024. Reno County's Dept. of Aging is partially funded by the OAA.
- Aging staff have been planning and preparing for the upcoming Medicare Part D (Prescription Coverage) enrollment period that begins October 15th. Aging staff and RSVP volunteers obtained State training and updates that will affect the 2025 enrollment process and coverage options. Enrollment for prescription benefits is free and provides an additional layer of coverage for older adults on the ever-changing costs of medications. The enrollment for Medicare Part D is an annual occurrence.

Transportation Projects/Updates/Announcements

- All routes ran at optimum capacity. Being fully staffed, we were available to support drivers' trainings and personal time off with no disruption to routes - allowing Rcat to achieve continued increased ridership during September and minimize overtime.
- Three (3) drivers attended the HPO leadership training.



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

Re: Monthly report for end of September 2024

To: Randy Partington, County Administrator

Staffing changes or issues

The County Appraiser's office is fully staffed.

Financial Summary

As of 9/27/24, the Appraiser's Office has spent approximately 70% of the year-to-date budget, with approximately 80% of expenses being staff payroll. The remaining expenses were primarily regular and seasonal/monthly expenses.

Projects/Issues/Challenges/Concerns

Residential & Commercial Departments

- Staff is fully focused on data collection and annual review for the 2025 valuation cycle. Data collection will continue through the end of October, however, staff is beginning to transition from data collection to analysis and modeling in preparation for setting values for the statutory 1/1/2025 valuation date.
- Reno County was found to be in Substantial Compliance per PVD review for the 2024 valuation cycle. This is the ninth year in a row that Reno County has earned this designation from the state.

Personal Property

- Staff has been entering cost values in preparation for valuation for the 2025 tax year.
- Staff is beginning mobile home and mobile home park review for the 2025 tax year.

Support Staff

- Staff continues to process deeds and update records accordingly.
- Staff continues to work with IT to determine best practices for workflow efficiency.
- Staff continues to work parcel splits and combinations as they are received.
- Staff recommends the county continue to review options and work toward converting away from CIC, preferably to a solution with Tyler Technologies since they provide the state-mandated CAMA system.



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

Budget YTD Summary

As of September 23, 2024, we are at 71% of our overall budget of \$209,972. The internal services fund (fuel and parts) stands at 53% out of our budget of \$345,846. We have encumbered 94.4% of the total of \$268,213 for replacement patrol and jail vehicles.

Projects/Issues

It has been routine maintenance and repair so far this month. We did get 3 of our old RCAT buses that were transferred to another transit agency ready to go and they have been picked up. We will be getting 3 more of the old buses ready to auction on Purple Wave along with a jail transport vehicle. We have numerous recalls to be performed on software on patrol vehicles as soon as the software is available from the manufacturer.

July fuel expenses came in at \$18,190.



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 September

In the Election's Office we have officially begun voting in the General Presidential Election. 44 Overseas/Military ballots went out on 9/20/24. We've ordered our official ballots and are working on getting 193 election board workers scheduled for training and election day.

In the Clerk's Office we've received all the budgets in from the various Taxing Entities and have started the process to get the tax statements ready.

By the end of September, 80% of the year-to-date budget has been used in the Clerk's Office with the majority of that for payroll and 44% in the Election's Office has been used, with the majority of that for payroll and software maintenance.

Donna Patton



COMMUNITY CORRECTIONS

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

County Commission Report

September 2024

Staffing

Community Corrections has one open position for a stand-by female transporter.

Projects/Concerns

One of the topics officers have been trained on is the stages of change, which are precontemplation, contemplation, preparation, action, maintenance, and relapse. Officers are taught characteristics of each stage and techniques they can use to move a person in a positive direction. It is important for officers to understand these so they are using the right interventions at the right times with clients. If officers try to rush a person to commit to a change when the person is still in the precontemplation stage it often increases the person's resistance. Likewise, if the officer focuses too much on raising awareness of the problem behavior when the person is already in the action phase it could be time wasted. Or, worse yet, it could be detrimental to the relationship between the officer and client.

It is also important to understand how people can be at different stages on different issues within their lives. For example, a person may see the problems drug use has caused in their life and be taking steps towards change. They could be in the action phase and managing urges and temptations well. However, when it comes to their relationships and friends they may still be in the precontemplation phase and not recognizing a need for change. While these may be very related the officer has to be cognizant of how they help the client make progress. Each comment an officer makes can move the person closer to positive change or can build resistance to change.

Stages of change posters were designed and put up in one of the main hallways of the office this month. There is a poster for each stage with its associated characteristics and techniques to use. Adding the posters is a way to continue to reinforce what is being trained and remind officers of the importance of being aware of what stage a client is in on an issue.

Financial

The Community Corrections Advisory Board to the Department of Corrections asked Secretary Zmuda to include an increase of \$3 million in grant funding for FY 2026. This would include \$1.5 million for phase two of increasing the number of supervision officers across the State. The other \$1.5 million would be for the Behavioral Health Grant. This grant focuses specifically on interventions for probationers. The Substance Abuse and Mental Health Services Administration reports that an estimated 18% of the general population has a mental illness compared to 44% of people in jails. Additionally, 6% of people over 25 years of age have a substance use disorder compared to 63% of people in jail. The Behavioral Health grant assists in paying for substance abuse treatment services, mental health treatment and



COMMUNITY CORRECTIONS

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

medications, and other behavior change interventions. The Behavioral Health grant has been at \$3 million since its start in FY2014. The Community Corrections Association is planning to advocate for this additional funding from the State in the upcoming legislative session.

Communications Monthly Report – September 2024

Press Releases: Opioid Settlement Funds Awarded and Successful Updates Shared and Request for Proposals: Reno County/Hutchinson Fights Addiction Fund press release.

Graphic Design: Graphics for National Preparedness month: Preparing as a Community, Preparing as a Business, Safety Skills to Total Preparedness, Find Your Exit Routes, Create a Preparedness Plan for the Week.

Website: Opioid Settlement Funds Awarded and Successful Updates Shared and Request for Proposals: Reno County/Hutchinson Fights Addiction Fund, September is National Preparedness Month, voting results for the Third Thursday Fair-Themed Youth Ballot, Dillon Lecture Series speaker Steve Ford, Kaleidoscope Childcare Conference coming to Reno County, Nov. 1st is new childcare regulation deadline.

Videos/Photos: Videos: Former St. Elizabeth hospital being torn down, Goat Yoga videos at the Kansas State Fair, WSU cheerleaders and band during rally at the Kansas State Fair, Chiefs Kingdom Day with Super Bowl trophies at the Kansas State Fair, local Reno County Cookie Jar winner Deb Hagen talks about creating 10 different cookie recipes at the Kansas State Fair, Unveiling of the new Sons of the American Revolution (SAR) bench near the recently moved Reno County Rose Garden Memorial at the Kansas State Fair, Kansas Preparedness Day video at the Kansas State Fair, Clint Nelson talking about the former St. Elizabeth hospital being torn down, Reno County Sheriff sponsoring Weekend Warrior event in honor of 9/11.

Photos: Former St. Elizabeth hospital being torn down, Reno County Commission meeting on September 25th, Kansas State Fair photos from multiple days including Emergency Preparedness Day on Monday, Sept. 9th and Celebrity Goat Milking Contest with the Reno County Commissioners on Friday, Sept. 14th, Reno County Commission meeting on Sept. 11 & 25, HPO leadership group photo on Sept. 10th, Reno County Sheriff sponsoring Weekend Warrior event in honor of 9/11, and Dillon Lecture Series speaker Steve Ford.

Social Media: Sept. 1 – 27, 2024

- **Facebook Reno County:** 4,749 followers (+90), 41 posts
 - Top Post: new 1861 Club building at the Kansas State Fair (09.15.24)
 - 45,099 reach, 9,380 engagements, 25 shares, 565 reactions, 87 comments
- **Twitter:** 932 followers (+35), 39 tweets
 - Top Tweet: Rose Garden Memorial Monument at Kansas State Fair (09.07.24)
 - 70 impressions, 0 media engagements
- **YouTube:** 401 subscribers (+2)
 - Top video: Demolition begins at St. Elizabeth's Mercy Hospital (09.11.24)
 - 115 views
- **LinkedIn:** 138 followers (+3), 0 posts.
- **Instagram:** 55 followers (+2), 12 posts.

Meetings: Hutchinson Community Foundation Strategic Impact Committee meeting, Employee Engagement Committee meeting, Administrative team meeting and Virtual KAPIO quarterly meeting.

DISTRICT ATTORNEY
Thomas R. Stanton

DEPUTY DISTRICT ATTORNEY
Andrew R. Davidson

SENIOR ASSISTANT DISTRICT
ATTORNEY
Kimberly Rodebaugh

ASSISTANT DISTRICT ATTORNEYS
Brian Koch
Jamie Karasek
Sierra Logan
Robert Almanza



The 27th Judicial District of Kansas
206 West First Avenue, 5th Floor
Hutchinson, KS 67501-5204

Telephone: (620) 694-2715
Fax: (620) 694-2711

Victim-Witness Service
Sarah McReynolds
(620) 694-2773

Investigator
Daniel Nowlan
Telephone: (620) 694-2765
Fax: (620) 694-2762

September 2024 BOCC Update

Staffing Changes or Issues: As of September 30, 2024, the Reno County District Attorney's Office currently employs 21 people when fully staffed: seven attorney/prosecutors; one investigator/coroner assistant; two part-time assistant coroners; one office manager; one victim/witness coordinator; one diversion coordinator; and eight office legal support staff. The office is one position down as of September 30, 2024. We are in the process of seeking a replacement for April Searfoss, who died unexpectedly on August 24.

There were two graduations from Drug Court in the month of September 2024. Graduation ceremonies are held when Drug Court participants complete the requirements of the program.

Budget Summary: FY2024 expenditures are at 64% of budget as of September 30, 2024.

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

The County Commission has approved two new staff attorney positions to begin in January 2025. I have already secured the services of an experienced attorney to start January 2, 2025, and I am discussing the second position with a third-year law school student who will graduate in May 2025. The District Attorney's First-Time Felony Drug Offense Diversion Program has been operating since January 2. The most current statistics I have indicate we have had 23 official applications and 22 admissions or applications in the process of approval into the program since the inception of the program, and it appears to be going well. The participants appear eager to make use of the program to address their substance abuse issues and to successfully complete the program. At this point, only one participant has been revoked, and that was because the participant has absconded from all supervision. One person was denied admission into the program because the applicant did not meet the statutory admissions guidelines. I did an interview with KSN News regarding the program, which can be viewed at <https://www.ksn.com/news/reno-county-drug-diversion-offers-some-another-chance/>.

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



Emergency Management

Reno County
206 W 1st Ave
Hutchinson, KS 67501
620-694-2974

9/25/2024

Staffing changes or issues (if any)

There are no staffing changes to report.

Budget YTD summary

Emergency Management has used 71% of the 2024 year-to-date budget.

Projects/Issues/Challenges/Concerns

Activities:

- Attended Daily meetings with the State Fair
 - Reno County CERT had a booth at preparedness day
- Attended and presented at the Kansas Emergency Management Association conference
- Continue to attend webinars/training sessions.
- Continue to have monthly Fire Chief and CERT meetings.
- The communications trailer was utilized by the HAM radio group for a communications exercise again this month.
- Taught a communications class in Pratt with the surrounding counties
- Pretty Prairie Fire Chief, Rick Graber retired after 43 years of service to the community
- Organized drip torch and wet line training with approximately 30 fire fighters near Sylvia
- Organized live burn and ventilation training with approximately 54 fire fighters at the Hutchinson Command and Training Center