



RENO COUNTY
206 West First Avenue
Hutchinson, Kansas 67501-5245
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TO: ALL INTERESTED PARTIES
FROM: BOARD OF COMMISSIONERS
RE: NOTICE OF MEETINGS
DATE June 24, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, June 28, 2016, in Commission Chambers to hold their Agenda Session.

The Reno County Public Building Commission will meet at 10:00 a.m. on Wednesday, June 29, 2016 in Commission Chambers for the presentation of their 2015 Audit Report.

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AGENDA SESSION
RENO COUNTY COMMISSION
COMMISSION CHAMBERS OF COURTHOUSE
Tuesday, June 28, 2016
9:00 A.M.

1. Roll Call

Deming _____ Dillon _____ Schlickau _____

2. Pledge of Allegiance to the American Flag and Prayer

3. Determine Additions to the Agenda (Restricted to subject matters that were not known at the time of the agenda publication and to subject matters that require immediate Board discussion and/or action and which cannot be deferred to a later date.)

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. Consent Agenda (items considered routine for approval. If any commissioner or person in the audience would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.

a. Vouchers (bills or payments owed by the county or related taxing units) totaling _____.

Motion for consent agenda items: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

6. Consider for approval an amended and restated access agreement and easement with Morton Salt, Inc., for monitoring wells or well heads. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

7. Consider for approval a proposal from SCS Engineers for 2016 Engineering and Planning Scope of Services at the Landfill for \$21,400. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

8. Consider Planning & Zoning Case #2016-01 – A request by IdeaTek Equity Group, LLC for a conditional use permit to establish an indoor storage facility, CrossFit gym, and event center on land zoned R-1 – Rural Residential District. The property is located at 4601 N. Plum St. approximately 1,000 feet north of the intersection of N. Plum and East 43rd Avenue and known as the old Prosperity School. DI

9. Discussion of items added to the agenda

10. Department update from Brad Wright, County Appraiser

11. Adjournment

Items listed on the agenda as “DI” (Discussion Item) will normally be discussed that day and voted on the following week. Items listed as “AI” (Action Item) will normally be voted on that day unless postponed for further discussion or to await additional information. The Commission reserves the right to take a final vote on any agenda item but normally, on items coming up for the first time discussion, will await the following week for a final vote.

**AMENDED AND RESTATED ACCESS AGREEMENT AND EASEMENT
FOR MONITORING WELLS OR WELL HEADS**

THIS AMENDED AND RESTATED ACCESS AGREEMENT AND EASEMENT (this "Amended Agreement") is made and entered into this _____ day of _____, 2016, by and between MORTON SALT, INC., a Delaware corporation, (successor in interest to MORTON INTERNATIONAL, LLC, an Indiana limited liability corporation, and MORTON INTERNATIONAL, INC., an Indiana corporation) ("Morton"), as Grantor, and RENO COUNTY, KANSAS, (the "County"), as Grantee.

WHEREAS, on September 10, 2002, the parties hereto executed an Access Agreement and Easement (the "2002 Agreement") for the Construction, Maintenance and Operation of a Soil Vapor Extraction and Air Sparge System (the "Project") on Morton property for the purpose of groundwater remediation of contamination released from other, non-Morton facilities;

WHEREAS, SCS Engineers (on behalf of the County) on January 18, 2016 submitted to the Kansas Department of Health & Environment ("KDHE") an Off Site Remediation System Decommissioned Report summarizing the activities which were undertaken through the months of July through September, 2015, to decommission the Remediation System;

WHEREAS, the completed decommissioning activities outlined in the SCS Report include the removal of an equipment building and concrete pads, the plugging and abandonment of all air sparge, vapor extraction and vapor monitoring wells, and the restoration of the site to match surrounding grades, except and provided that four performance monitoring wells remain on the premises in accordance with KDHE requirements and need to be maintained indefinitely for continuing groundwater monitoring (See Attachment "A" – Aerial photograph with existing monitoring well locations); WHEREAS, by letter dated March 22, 2016, the KDHE Bureau of Waste Management (KDHE/BWM) approved the SCS Report; and

WHEREAS, the parties hereto desire to amend and replace the 2002 Agreement in its entirety by substituting the provisions of this Amended Agreement in its place to reflect and provide for the limited ongoing nature of the Project, that being the maintenance and operation of performance monitoring wells, said uses to take place on certain designated portions of Morton property under the terms and conditions as hereinafter set out.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises in this Amended Agreement, the parties agree as follows:

1. The County agrees to release by Deed or other instrument deemed acceptable to Morton the two easements conveyed to it by Morton at paragraphs 1 and 3 of the aforesaid 2002 Agreement and to record the same with the Reno County Register of Deeds.
2. Morton acknowledges that except for the four (4) existing monitoring wells, the County has satisfied its obligation at paragraph 5 of the 2002 Agreement to return (restore) the properties legally described therein to the condition which existed prior to the County's entry.
3. Morton hereby grants to Reno County, Kansas, an easement, for the County's remaining monitoring obligations, over, on and under the following described real estate, to wit:

The West 50 feet of the Northwest Quarter (NW/4) of Section 23, Township 23 South, Range 6 West of the 6th P.M., lying South of the Southeasterly right of way of the Union Pacific Railroad, Reno County, Kansas, a tract containing approximately 1.0 acres more or less; and

Commencing at a point on the Southeasterly right of way line of the Union Pacific Railroad that is approximately 900 feet north of the Southeast corner of the Northeast Quarter of Section 22, Township 23 South, Range 6 West of the 6th P.M., Reno County, Kansas; thence Southwesterly along said right of way a distance of approximately 450 feet for a place of beginning; thence continuing Southwesterly along said right of way a distance of 100 feet; thence Southeasterly at right angles a distance of 20 feet; thence Northeasterly parallel with said Railroad right of way line, a distance of 100 feet; thence Northwesterly at right angles a distance of 20 feet to the place of beginning, a tract containing approximately .05 acres, more or less, as outlined in red on the Aerial photograph attached as Attachment "B";

for the purpose of constructing, maintaining, repairing and operating existing monitoring wells and such additional wells as may be required by KDHE on the premises. This grant of easement shall include the right of ingress and

egress over that portion of the Northeast Quarter of Section 22, Township 23 South, Range 6 West of the 6th P.M., lying South of the Union Pacific Railroad right of way for the purpose of accessing the easement. This grant of authority shall extend to the County's agents, employees and contractors and all such persons deemed necessary by the County to carry out the Project, provided, however, that the County agrees that it shall remain responsible for any damage or injury caused by or to said persons, as further described in paragraph 6 below.

4. Each of the above referenced easement grants shall continue for as long as maintaining and operating monitoring wells on the premises is required by KDHE. Upon release by KDHE, the County agrees to promptly prepare and file an appropriate Deed or other document conveying its interest in the subject properties back to Morton upon receipt of notice from KDHE that the monitoring wells may be removed.
5. Upon termination of the easements, the County shall return the property to the condition that existed prior to its entry. Buried piping shall be plugged and removed to KDHE standards. Any fencing shall also be removed. The County shall be responsible for the security of such wells and the abandonment and plugging of such wells when deemed necessary.
6. The County agrees to indemnify, defend and hold harmless Morton for any losses, liabilities, damages, costs, or expenses (including attorneys' fees and expert fees) incurred by Morton in connection with or as a result of any activities conducted by the County, its agents, employees and contractors, while on the property, including but not limited to:
 - A. Damage to Morton's personal property or real property caused by the acts or omissions of the County or its agents, employees, contractors, or consultants;
 - B. Any interruption in business beyond that normally associated with the activities performed pursuant to this Agreement that is caused by the acts or omissions of the County or its agents, employees, contractors or consultants;
 - C. Any liabilities to other persons or entities caused by or arising out of the County's access to the property; and
 - D. Any contamination or increased contamination caused by or arising out of the acts or omissions of the County or its agents, employees, contractors or consultants.
7. The County shall provide to Morton, without cost or expense to Morton, copies of any and all test results and reports generated in connection with the activities conducted on the property pursuant to this Agreement within five (5) business days after receipt by the County of any such documents.

8. The County and its agents, employees, contractors and consultants shall comply with all City, County, State, and Federal laws, statutes, regulations, and ordinances that may affect or pertain to the activities conducted by the County pursuant to this Agreement, including but not limited to the solicitation and receipt of a utility clearance.
9. The County shall not permit or allow any contractor's lien or other encumbrance to be placed upon the subject real estate as a result of the County's use of the premises, and the County agrees to indemnify, defend and hold Morton harmless from the same.
10. Other than the activities described in this Agreement, no further access to or use of the property shall be permitted except upon written consent of Morton, which consent shall not be unreasonably withheld.
11. Morton shall provide the County with written notice of any material breach of this Agreement by County, and the County shall have thirty (30) days in which to remedy the same to Morton's satisfaction. In the event the County fails to remedy any such breach and also fails to abandon the easement, Morton shall be entitled to pursue its legal remedies which shall include, but not be limited to, revocation of this Agreement, including the easement, and damages.
12. This Agreement shall be governed by the laws of the State of Kansas and shall inure to the benefit of and be binding upon each of the parties, their respective heirs, successors and assigns.
13. The parties signing below hereby warrant that they have authority to enter into this Agreement.

[SIGNATURE AND NOTARY PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day
and year first above written.

MORTON SALT, INC.
AS GRANTOR

BOARD OF COUNTY COMMISSIONERS
RENO COUNTY, KANSAS
AS GRANTEE

Chad E. Walker
Vice President, General Counsel & Secretary

Dan Deming, Chairman

Timothy McKean
Treasurer & Chief Financial Officer

STATE OF ILLINOIS, COUNTY OF COOK, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County and State aforesaid came, _____ and _____, Vice President, General Counsel & Secretary and Treasurer and Chief Financial Officer of Morton Salt, Inc. ., a corporation duly organized, incorporated and existing under the laws of the State of Delaware , who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above mentioned.

Notary Public

(S E A L)

My Appointment Expires:

STATE OF KANSAS, COUNTY OF RENO, ss:

BE IT REMEMBERED, that upon this _____ day of _____, 2016, before me, a Notary Public in and for said County and State, personally appeared Dan Deming, known to me to be a duly elected member of the Board of County Commissioners of Reno County, Kansas, and its current Chairman and the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of the Board of County Commissioners of Reno County, Kansas, for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the date and year first above written.

Notary Public

(S E A L)

My Appointment Expires:

Attachment "A"



Google earth



Attachment "A"

Attachment "B"



EASEMENT IN SEC 22 TWP 23 RNG 6

DATE OF MAP 6/22/16

THIS PROPERTY OWNERSHIP MAP IS FOR TAX PURPOSES ONLY IT IS NOT INTENDED FOR CONVEYANCES, NOR IS A LEGAL SURVEY

1 inch = 127 feet
RENO COUNTY KS





AGENDA REQUEST

**AGENDA
ITEM #7**

PROPOSED AGENDA ITEM: 2016 Engineering and Planning Scope of Services

PRESENTED BY: Megan Davidson, Luke Massoth

RECOMMENDED ACTION: Approval

BACKGROUND/DISCUSSION DATE: 06/28/16

PROPOSED AGENDA DATE: 6/28/16

FINANCIAL CONSIDERATIONS:

Cost: \$21,400 Funding Source: Is it budgeted? Yes

Fund/Dept.: Professional Svcs. Effective Date: _____

Revenue: _____

Grant Amount: _____ Local Match: _____

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? _____

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** _____

OTHER: _____

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? _____

SCS ENGINEERS

June 14, 2016

Mr. Justin Bland
Reno County Solid Waste Department
703 S. Mohawk Road
Hutchinson, Kansas 67501

**Re: Engineering and Planning Services Proposal
2016 Scope of Services
Reno County Municipal Solid Waste Landfill Facility
SCS Engineers Proposal No. 270353216**

Dear Mr. Bland,

We appreciate the opportunity to provide this Task Order for the Reno County Municipal Solid Waste Landfill Facility's (Reno County MSWLF) 2016 engineering and planning consulting services. SCS Engineers has appreciated the opportunity to build a solid professional relationship with Reno County, and we look forward to assisting Reno County continue to provide exceptional solid waste disposal services. Our scope of services and cost estimate are summarized below.

Scope of Services and Estimated Fees

The scope of work for this proposal is based on tasks typically performed on an annual basis to evaluate landfill performance metrics and ongoing discussions with Reno County MSWLF staff regarding landfill planning and development. Three individual tasks were identified for this proposal. A detailed scope of work for each task is attached to this letter. The following table provides the cost breakdown per task:

Task No.	Task Description	Task Cost	Payment Terms
Task 1	2016 Volume Calculations	\$10,000	Lump Sum
Task 2	Industrial NOI and SWPPP	\$7,100	Lump Sum
Task 3	Surface Emissions Monitoring Work Plan	\$4,300	Lump Sum
Total for Tasks 1 – 3		\$21,400	

We have provided a lump sum cost for tasks with a well-defined scope of work. For tasks where the scope of work is less defined, an estimated cost is provided. SCS Engineers will submit invoices approximately monthly. Lump sum tasks will be invoiced on a percent completion basis.

Terms and Conditions

SCS Engineers appreciates the opportunity to submit this task order to Reno County. If the proposed scope of work presented herein meets your approval, work may begin immediately by signing the attached Terms and Conditions.

We appreciate our continued working relationship with Reno County and look forward to discussing any questions or comments you may have concerning this proposal. Please feel free to contact us at (316) 315-4501.

Sincerely,



Luke Massoth, P.E.
Project Engineer
SCS ENGINEERS



Monte R. Markley, P.G.
Vice President/Sr. Project Director
SCS ENGINEERS

Attachments: Scope of Work – 2016 Engineering and Planning Services
Terms & Conditions

**Reno County Municipal Solid Waste Landfill Facility
2016 Engineering & Planning Services
Scope of Work**

TASK 1 – 2016 VOLUME CALCULATIONS

SCS Engineers will complete volume calculations for the Reno County Municipal Solid Waste Landfill Facility (Reno County MSWLF) for 2016. The landfill survey technician has provided topography of landfill areas that have been modified from the previous year. Additionally, topographic information will be provided for areas used for soil borrow material. SCS Engineers will utilize AutoCAD® Civil 3D software to create “TIN” surfaces for each year’s survey data which will be compared and used to determine volume changes between the two surveys.

A report will be prepared for submittal to the County that describes the total volume of landfill space used over the past year (or time period in between the two surveys), soil used during the time between the two surveys, remaining airspace in the landfill, remaining soil available for use, and approximate waste density. The County will provide waste acceptance rates between the survey dates for use in the volume calculations. The volume calculation report will utilize new elevation data from the 2016 survey compared to the previous year’s survey data. The volume calculation package, to include a summary letter, calculations, and figures, will be provided to the County no later than June 30, 2016, as the survey data has already been received.

The lump sum cost for Task 1 is \$10,000.

TASK 2 – INDUSTRIAL NOI AND SWPPP PREPARATION

The State of Kansas requires certain industrial facilities with storm water discharges (i.e., runoff) to have a National Pollutant Discharge Elimination System (NPDES) permit. Facilities covered by the NPDES Industrial Storm Water General Permit are required to submit a Notice of Intent (NOI) for permit authorization, and then implement and maintain a Storm Water Pollution Prevention Plan (SWPPP).

SCS Engineers will prepare and submit a NOI to the Kansas Department of Health and Environment Bureau of Water, Industrial Storm Water Program (KDHE-BOW). The NOI will be sent to the KDHE-BOW for authorization and will include the following:

- ◆ A cover letter that provides a description of the project and the best management practices (BMPs) that will be utilized to control pollutants in storm water runoff;
- ◆ Completed and executed NOI application;
- ◆ Associated figures including the following:
 - Area map showing the site and general topographic features of the area at least one mile beyond the project site boundary;



- Site plan showing existing site conditions and locations of storm water management and/or pollution control features, including BMPs;
- Details and notes, as necessary, to describe BMPs and other pollution control features.

SCS Engineers will prepare the Reno County MSWLF's Industrial SWPPP in general accordance with the KDHE Industrial Storm Water General Permit requirements using a format provided by SCS Engineers. The draft SWPPP may identify additional preventive measures or deficiencies that should be addressed by the Reno County MSWLF. Our services include a visit to the Reno County MSWLF to observe and review relevant items necessary for the preparation of the Industrial SWPPP. After the site visit SCS Engineers will develop and submit a draft SWPPP to Reno County for review, and will provide a final SWPPP with Professional Engineer certification to Reno County.

The lump sum cost for Task 2 is \$7,100 and includes the initial KDHE annual permit fee of \$60.00.

TASK 3 – SURFACE EMISSIONS MONITORING WORK PLAN

SCS Engineers currently performs surface emissions monitoring (SEM), as outlined in 40 CFR 60.755(c), on a quarterly basis at the Reno County MSWLF. SCS Engineers will update the Reno County MSWLF's existing SEM Work Plan due to increased regulatory agency scrutiny and enforcement at several landfills located throughout the Midwest regarding SEM performance.

The lump sum cost for Task 3 is \$4,300.

SCS AQUATERRA

TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

- 1. SCOPE OF SERVICES:** SCS AQUATERRA will perform the services set forth in the proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS AQUATERRA will automatically incorporate these terms and conditions into this project.
- 2. PAYMENTS:** SCS AQUATERRA will submit invoices to client monthly and a final bill upon completion of services. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice and is past due 30 days from the date of presentation of the invoice. Client agrees to pay a finance charge of one and one half percent per month, on past due accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS AQUATERRA.
- 3. OWNERSHIP OF DOCUMENTS:** All documents prepared by SCS AQUATERRA are considered instruments of service, and shall remain the property of SCS AQUATERRA. Any reuse by client without written verification or adaptation by SCS AQUATERRA for the specific purpose intended will be at client's sole risk and without legal liability or exposure to SCS AQUATERRA.
- 4. INSURANCE:** SCS AQUATERRA will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverage at all times. An insurance certificate will be provided upon request.
- 5. INDEMNITY:** SCS AQUATERRA will indemnify client for a loss, damage or injury to the extent a loss damage or injury is caused by the negligent errors or omissions of SCS AQUATERRA or any of its employees, agents and subcontractors.
- 6. SAFETY:** SCS AQUATERRA is not responsible or liable for injuries or damages incurred by third parties who are not employees, agents and subcontractors of SCS AQUATERRA. It is agreed that SCS AQUATERRA is not responsible for job or site safety on this project. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
- 7. THIRD PARTY RELIANCE:** All documents produced by SCS AQUATERRA are for clients use only. At client's request, SCS AQUATERRA may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to be bound by the terms and conditions in this Agreement between SCS AQUATERRA and client.
- 8. UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS AQUATERRA will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS AQUATERRA is not responsible for any loss, damage or injury arising from damage to or contact with any utilities or subterranean structures that were not properly called to SCS AQUATERRA's attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.

9. CHANGED CONDITIONS: If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS AQUATERRA will notify client and the parties will renegotiate the scope and price. SCS AQUATERRA and client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to, SCS AQUATERRA will have the right to terminate this Agreement without penalty.

10. DISPUTES: If a dispute arises, SCS AQUATERRA and client agree that they will make a reasonable, good faith effort to resolve the dispute prior to either commencing legal action. The parties agree to meet, on multiple occasions if necessary, with senior management who are authorized to act on their behalf.

11. TESTING AND OBSERVATION SERVICES: This section will apply if SCS AQUATERRA is hired by client to provide a site representative for the purpose of testing or observing specific portions of the work. This work will not include supervision or direction of the actual work of any contractors, their employees or agents. We will observe the portion of the work we have been hired for and perform tests, the results being delivered to client, or others if directed by client. Even with very careful field testing and observation, client understands that field testing and observation is conducted to reduce, not eliminate, the risk of problems arising and that providing these services does not create a warranty or guarantee of any type.

12. SOIL BORING AND TEST LOCATIONS: The accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client must hire a professional surveyor if greater accuracy is required or desired. SCS AQUATERRA reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

13. ON SITE SERVICES: Project site visits by SCS AQUATERRA, or the furnishing of employees to work on the project, will not make SCS AQUATERRA responsible for construction means, methods, techniques or procedures; or for any construction contractors failure to perform its work in accordance with the drawings and specifications.

14. TERMINATION: Services may be terminated by SCS AQUATERRA or client by providing 30 days written notice. Client shall pay SCS AQUATERRA all amounts due for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

15. SEVERABILITY: If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

16. GENERAL RESPONSIBILITIES OF CLIENT: Client will, within a reasonable period of time, so as not to delay the services of SCS AQUATERRA: place at SCS AQUATERRA disposal all available information pertinent to the project; SCS AQUATERRA may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS AQUATERRA whenever client Observes or otherwise becomes aware of any defect in SCS AQUATERRA services; and client will arrange for access to public and private property as required for SCS AQUATERRA to provide its services.

17. ENTIRE AGREEMENT-PRECEDENCE: These terms and conditions and SCS AQUATERRA proposal/report contain the entire agreement between SCS AQUATERRA and client relative to the scope of services. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS AQUATERRA services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS AQUATERRA a purchase order, no preprinted terms thereon will become part of this Agreement. Said purchase order document, whether or not signed by SCS AQUATERRA, shall be considered a document for client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS AQUATERRA

By _____
Signature

By _____
Signature

Typed Name

Typed Name

Title

Title

Date of Signature

Date of Signature



AGENDA REQUEST

**AGENDA
ITEM #8**

Case #2016-01. A request by IdeaTek Equity Group, LLC for a conditional use permit to establish an indoor storage facility, CrossFit gym, and event center on land zoned R-1 - Rural Residential District. The property is located at 4601 N. Plum St. approximately 1,000 feet north of the intersection of N. Plum St. and E. 43rd Avenue and known as the old Prosperity

PROPOSED AGENDA ITEM: School.

PRESENTED BY: Mark Vonachen, County Planner II

RECOMMENDED ACTION: Approval of the Planning Commission recommendation.

BACKGROUND/DISCUSSION DATE: 6/28/16

PROPOSED AGENDA DATE: 7/5/16

FINANCIAL CONSIDERATIONS:

Cost: _____ Funding Source: Is it budgeted? _____

Fund/Dept.: _____ Effective Date: _____

Revenue: _____

Grant Amount: _____ Local Match: _____

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? No

Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain: No

OTHER:

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? No



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

Road & Bridge • Planning & Zoning • Noxious Weed • Utilities

Date: June 21, 2016

To: Reno County Board of County Commissioners

From: Mark Vonachen – County Planner II

Subject: 2016-01 – IdeaTek Storage, LLC (Jerrod Reimer) Legal Description:
Approximately 5.13 acres of land located in the SE ¼ - Section 25 – T22S, R6W
in Reno Township and further described as PIN# 0372504001007000. The
address is 4601 N. Plum St.

Who: Owner: IdeaTek Equity Group, LLC

What: This is a conditional use permit request to establish an indoor storage facility, CrossFit gym, and an event center. This area is outside of the Reno County Future Land Use Map. The floodplain designation for the majority of the property is shaded Zone X which is an area with a reduced flood risk due to protection by a levee. The northeast corner of the existing building and the northern portion of the property has been identified as Zone AE. Zone AE is a special flood hazard area where base flood elevations have been determined.

Why: The owner is requesting a conditional use permit on the above identified land for the purpose of establishing an indoor storage facility, CrossFit gym, and event center. The property is currently zoned R-1 – Rural Residential District. All proposed land use activities other than agricultural and single family residential require a conditional use permit.

BACKGROUND

The applicant requests a conditional use for the old Prosperity School. This school was closed and decommissioned a few years ago when the new Plum Creek School opened up. The Prosperity School building has since been sold to IdeaTek Equity Group, LLC.

This conditional use request is for three different land uses:

- Indoor self-storage units. The individual classrooms within the school will be offered for rent to individuals who wish to store items in a 24 hour/7 day a week monitored and climate controlled facility. Each classroom will be subdivided into small storage units. The applicant estimates the facility to be converted into 100-200 individual storage units.
- CrossFit Gym. One of the larger school rooms will house a CrossFit exercise program. This exercise program is monitored by a trainer and typically lasts one hour per session. A typical class size ranges from four to eight people per hour. This exercise program is

not operated like a typical exercise gym where people come and go as they please. This program is operated by trainers only.

- **Event Center.** The existing gym and attached kitchen will be available for rental. Typical events utilizing this space include, but are not limited to, wedding receptions, parties, civic organization meetings, and basketball games. The overflow parking located to the south of the gym should handle a larger event. This parking area was used in the past to accommodate school plays, band/vocal events, and sporting events.

The applicant states, considering the building's large footprint and previous use, they believe the proposed uses provides a solution to re-purpose an otherwise abandoned and tax exempt property. This plan will increase services and amenities available to the community as well as grow the county tax revenues with no new impact to the surrounding property owners.

**SUMMARY OF APPLICABLE REQUIREMENTS FOR:
AN INDOOR STORAGE FACILITY, EXERCISE FACILITY, AND EVENT CENTER 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. Before adoption of the April, 2016 zoning regulations, this parcel did not receive a conditional use permit because no active legal land use was occurring on the parcel at the time the regulations were adopted.

2. **Yard Requirements – Article 13**

The parcel currently contains a decommissioned elementary school and related accessory buildings. The modular classrooms have been removed from the property. Any new or relocated structures shall meet the following minimum setbacks:

Front Yard: 30' from the property line

Side Yard: 10' from the property line

Rear Yard: 20' from the property line

The submitted site plan indicates no new structures will be constructed at this time and no structures will be relocated. Any structures not in compliance with the setback requirements will be considered legal non-conforming.

3. **Performance Standards – Article 9**

The following performance standards apply to the proposed land uses:

A. 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.

B. 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.

- C. No activity shall be permitted that creates any off-site electrical disturbance.
- D. Light sources shall be controlled or hooded so that light is directed away from any adjoining residentially zoned property or public streets.

4. **Parking and Paving Requirements – Article 10**

The submitted site plan indicates 21 paved parking stalls, including two handicapped stalls, will be provided for the three proposed activities on the property. A portion of the main access drive to the building along with the parking stalls will be paved. Four parking stalls on the south side of the building will also be paved. A large gravel area on the south side of the building will be utilized as an auxiliary parking area for customers visiting the building. This parking area and related access drives is not proposed to be paved at this time.

In reviewing the number of parking stalls the applicant is required to provide for this development, staff finds there is not a land use category that defines the specific number of parking stalls required of this development. Therefore, under the conditional use permit review process, the Planning Commission must determine the number of parking stalls that should adequately serve this development.

The following design standards are required under Article 10:

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.
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 along-side yards shall not extend nearer to the street than the front yard setback line. The installation and maintenance of required screening shall be the responsibility of the landowner whose land use necessitates the screening.

The following performance standards are required under Article 10:

1. All off-street parking spaces and their access drives required for all commercial and industrial uses shall be paved with an asphalt or concrete surface if the adjoining road is also paved with asphalt or concrete. All required off-street parking spaces and their access drives shall be maintained in good condition and free of all weeds, dust, trash and other debris. Said paving shall be completed before the activity or use can commence.

The County Commissioners may waive this requirement at the applicant's request,

provided that the applicant can provide sufficient reasons and can show that such action would be in the community's best interest and would be keeping with the spirit and intent of these Regulations.

2. All off-street parking spaces, and their access drives, shall be planned and engineered to assure proper drainage of surface water. If a storm sewer is not available, positive drainage shall be provided on such lot or parcel and discharge of the same shall be through defined drainage courses. No drainage shall be directed over adjoining lands unless approved by the County Engineer.

3. The Planning Commission or the Governing Body may require plans to be prepared and presented to assure proper design and construction of any off-street parking spaces and their access drives, if conditions of the site are such that compliance with these requirements may be difficult or may pose a potential problem with adjacent properties, or if the proposed use will include parking needs for buses, tractor-trailer semis, or other such large vehicles. Additional spaces may be required or reserved to accommodate such vehicles and the Planning Commission or Governing Body may require that the site plan show the location of such spaces.

4. When located in a residential district, parking shall not be permitted within a front yard setback except in permitted driveways.

5. If lighting facilities are provided, they shall be so arranged as to deflect or direct light away from any adjacent single-family residence, two-family residence or multi-family residence.

6. Paved parking areas shall be adequately marked with at least two (2) inch wide stripes of traffic paint, for channelization and movement of vehicles.

The applicant has requested the County Commissioners waive some of these requirements. Staff does not have the authority to waive any zoning regulation requirement.

Staff has developed three options for the County Commissioners' consideration based on the flexibility of the zoning regulations.

- Deny the applicant's request and require the owner to pave all parking stalls and access drives as required by the regulations.
- Approve of the applicant's request for a waiver from the paving requirements because the applicant has provided the County Commissioners with sufficient evidence that it would be in the community's best interest to not pave the entire parking lot and access drives. Evidence must also be presented this would be in keeping with the spirit and intent of the regulations. The County Commissioners may approve the site plan as presented or you may modify the plan as presented.
- Develop a timeline whereby the applicant may pave all or a portion of the parking stalls and access drives over a set period of time.

Staff recommends a reasonable timeline be approved whereby all off-street parking spaces and their access drives are paved with asphalt or concrete and clearly marked and a drainage plan be submitted and approved by the county engineer.

5. Off-Street Loading Requirements – Article 11

This Article is not applicable since the floor area is not increasing by more than 50% and the building isn't being converted to a place of public assembly. Since the previous use was a school, it has always been a place of public assembly.

6. Sign Requirements – Article 12

According to the site plan submitted, one 4'5" x 8'3" double-faced LED sign is proposed to be located in front of the main entrance to the building. The height of the sign is 20 feet.

No sign permit is required. However the sign shall meet all applicable requirements of Article 12. The owner should review the specific requirements for an LED sign.

The sign appears to be located right on the edge of the road right of way of N. Plum St. The owner should review the extent of the right of way and re-locate the sign if needed. Any sign found to be located in the right of way will be required to be removed at the owner's expense.

7. **Landscaping**

The county has no requirements in the zoning regulations regarding landscaping. However, under the conditional use permit review process, the County Commissioners can require landscaping, buffering, and screening be installed to lessen the impact on a neighborhood.

The submitted site plan show four trees being planted in front of the building and additional landscaping near the sign. The owner should review the extent of the right of way. No trees shall be planted in the right of way of N. Plum St.

As mentioned previously, the parking regulations require screening along any property line adjacent to a single family dwelling in order to shield car lights from shining into a house or on the property. No screening of the side yard can encroach upon the 30 foot front yard setback requirement. Staff recommends a waiver be granted for screening along the south property line as there is an established tree row present to help shield car lights and noise.

8. **Lighting**

According to the site plan, one new light fixture will be added to the property in addition to what is already there.

The one fixture will be a 30' free-standing pole installed near the front of the building.

Any existing or new lighting shall be shielded away from N. Plum St. and all other adjacent properties.

9. **Fencing**

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

Under the parking regulations, screening is required to shield car lights from an adjacent residential property.

Due to the floodplain concerns on the north side of the property, any new fencing installed should be approved by staff with the issuance of a floodplain development permit.

Again, staff recommends this requirement be waived as there is already a solid tree row shielding the property from the existing single family dwelling to the south.

10. **Height Limitations – Article 13**

The maximum height for a structure in the R-1 zoning 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 which may not have a significant impact on the neighborhood if certain conditions are met.

Staff concludes approval of the conditional use permit 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.*

To the north, east, and west are lands used for agricultural and pasture purposes.

To the south are lands used for single family residential purposes, a fire station, and a church.

The three proposed land uses should have less of a daily impact on the neighborhood than the previous use as an elementary school. Storage units are not visited everyday by people. The CrossFit gym is designed to handle a maximum of eight people at a time. Lastly, the event center will not hold very large groups and may not be used every day.

A school is open 180 days or more out of the year and has evening and weekend events throughout the year. This activity generates a lot of daily traffic whereas the proposed land uses should generate less overall daily traffic to the area.

Staff concludes the proposed land uses are compatible to other land uses in the surrounding neighborhood based on the above reasons.

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

N. Plum Street is a county-maintained asphalt road. This road is designed to carry large volumes of traffic because of the existence of the previous school building but also because this is a major road that services people entering and leaving the City of Hutchinson.

This parcel is also served by public sewer and water provided by the City of Hutchinson. The proposed land uses should have less of an impact on the sewer and water system than a public school because there will be less people utilizing the building at any one time versus the hundreds of people that utilize a school on a daily basis.

Staff concludes no undue burden will be placed on the existing transportation and service facilities if the conditional use permit is approved. Less traffic should be generated along this road to this building than the previous use of a school.

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

Staff concludes the proposed use is desirable because of changing conditions in the area. This is an old school building that is being repurposed. Without an approved conditional use, this building could continue to deteriorate thus becoming a blight on the neighborhood and in need of being repaired or demolished. With a conditional use permit approval, the building can become an asset to the surrounding community.

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 contains a building that previously housed an elementary school for the Buhler School District. No new structures are proposed for the property.

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

Staff concludes the property is suitable for the proposed use. Surrounding properties should notice less traffic in the area than the previous use as a school. The applicant proposes no outside storage. The north part of the property is located in a floodplain which will limit the potential for additional development of the property. There are not a lot of land uses that could effectively repurpose an old school without significant infrastructure costs. The type of land uses proposed is suitable for this building and the surrounding area.

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

In reviewing the General Land Use policies (GP) and Urban Fringe Policies (UF) found in the Comprehensive Plan, staff concludes the proposed conditional use is in conformance with the goals and objectives of the Comprehensive Plan. Staff found no conflicts with the comprehensive plan. More specifically:

GP 8 which states "Future development shall be located and designed to make efficient use of energy resources, public travelways, facilities, and services."

GP 9 states “Future development shall demonstrate appropriate, reasonable, and efficient use of the land resources of Reno County.”

UF 2 states “All suburban developments are encouraged to utilize the infrastructure of the adjacent city, including potable water, sanitary sewer, and street extensions in accordance with the standards of the City and Reno County.”

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

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

- The building will now generate additional taxes to the county whereas before the building was not on the tax roll since the school district owned the property.
- The current vacant building will be rehabilitated and repurposed thus reducing the potential of the building becoming an eyesore and blight on the community.
- Failure to approve an alternative use for this building has the potential to cause the building to degrade to the point of needing significant repairs or removal. Having to remove this building due to degradation, could cause a significant financial hardship on the owner. It should also be noted, the county does not have a current policy or procedure to remove dilapidated buildings.

If the conditional use permit request is denied, the owner would have to submit another conditional use permit to establish a different land use. The same land use proposal cannot be applied for again for one year unless significant changes have been made since the initial petition.

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

Staff concludes if certain conditions are approved, this proposed development will not adversely affect surrounding properties or the neighborhood.

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

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of this request for a conditional use permit to establish an event center, CrossFit gym, and indoor storage facility on land zoned R-1 based on the following factors and conditions:

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

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

Staff recommends the following conditions of approval:

1. All proposed and existing lighting shall be shielded so as not to go beyond the property boundary.
2. No outside storage of RV's, boats, cars, utility trailers, industrial equipment, or other items is permitted on site.
3. No general sales or auctions are permitted on the property.
4. All cars shall be parked in the marked identified parking spaces and auxiliary area as identified on the approved site plan.
5. All parking stalls and access lanes dedicated to the indoor storage facility and CrossFit Gym shall be paved with asphalt or concrete by November 1, 2016.
6. All parking stalls and access lanes to the event center shall be paved with asphalt or concrete by July 1, 2017.
7. A drainage plan for the entire parking lot and access drives shall be submitted for review and approval of the county engineer by November 1, 2016.
8. Any changes to character, intensity, or use of the site not capable of being discerned by the Planning Division as consistent with this approval shall be brought before the Planning Commission for an additional conditional use permit review.
9. Reno County reserves the right to rescind this conditional use upon any violation of County Regulations or conditions governing this approval.

Staff sent letters to 16 different property owners. Nobody from the public responded with any written comments.

On June 16, 2016 the Reno County Planning Commission conducted a public hearing on this petition.

Daniel Friesen, 10400 E. 69th Avenue, Buhler, KS 67522 stated he is proposing to convert the old Prosperity School into an indoor storage facility, CrossFit gym, and event center. They are not expanding the footprint of the building at all. They will make some outside improvements to the building and convert the inside classrooms into storage lockers.

Civic groups, like the Girl Scouts, are interested in renting the gym and kitchen facility to hold meetings and events. The CrossFit gym will host 4-8 people during a session. It will not be a come as you please facility like Planet Fitness.

As far as he knows, there has never been a complaint regarding the dust generated by the gravel parking lot when it was used as a school. He believes the gravel parking lot is compatible with the area. He requests the Planning Commission approve the site plan as submitted and grant a waiver of the paving requirement.

Commissioner French confirmed there is no paving around the building.

Mr. Friesen said that is correct.

Commissioner French asked about landscaping.

Mr. Friesen stated there is some landscaping up next to the building but it needs to be trimmed or removed. They are proposing some landscaping out near the road as shown on the 3-D drawing.

Commissioner Price asked if the plan is to leave the two south entrances to the property.

Mr. Friesen said we can close them if it is required.

Commissioner Price suggested they bring the paving down to cover the second southern entrance. Close the southern entrance and make people come into the property off of the paved surface.

Mr. Friesen expects the event center to be used similar to after school events. He does not anticipate it being rented for late night events.

Chairman Etzler asked if the storage facility will have 24 hour access.

Mr. Friesen said yes. There will be a key punch to let you in to the facility. The facility will not have an employee 24 hours a day.

Vonachen presented the staff report to the Planning Commission.

During the staff presentation, Chairman Etzler questioned if the facility is on public sewer.

Vonachen stated the facility is served by public sewer and water from the City of Hutchinson.

Vice-Chairman Richardson questioned condition number three regarding sales and auctions.

Vonachen stated the facility should not be used as a public auction ground because that is a different land use and there may be concerns with additional parking needs.

Vice-Chairman Richardson believes we should modify that condition to clarify that the owner can auction items off from a storage locker on the property.

Commissioner French questioned what happens if the owner decides paving that parking lot is not feasible to do by July of 2017, do they come back before the Planning Commission?

Vonachen said they would go before the County Commissioners since the Commissioners are the Government Body who determines the actual conditions of approval.

Commissioner French also asked about the letter from the City of Hutchinson. Is that going to create any problems for the owner.

Vonachen said no. He is permitted operate the land uses he is approved for at the time of annexation. If different land uses are proposed then he would have to come into compliance with the city regulations.

During the public comment period of the public hearing, the following person addressed the Planning Commission:

Darren Moran, 4411 N. Plum St., Hutchinson, KS 67502 stated he believes what is proposed looks very nice cosmetically. He questioned if there is another proposed use for the rest of the property.

Mr. Friesen said there is no proposed use currently for the rest of the property. He asked Mr. Moran if there is something he would not want to see on the property.

Mr. Moran would not want to see trailer houses or boxes used for storage.

Vonachen stated there is no outdoor storage proposed. Any proposal for outdoor storage would require another conditional use permit.

Mr. Moran is also concerned about asbestos abatement.

Mr. Friesen is aware of some limited asbestos. They have also had some suspicious ceiling tiles tested by a laboratory and it came back as being fiberglass, not asbestos.

The applicant and staff were permitted an opportunity to rebut any statements.

Mr. Friesen discussed the floodplain on the property. He mentioned his surveyor advised him the building and some other land could be removed from the floodplain restrictions by FEMA because the elevation is higher than the base flood elevation.

Mr. Friesen then discussed the proposed drainage plan. Mr. Friesen stated paving the entire parking lot and access drives is a substantial expense. The development of a drainage plan is also expensive. He does not want to create additional water issues in the area by paving the entire parking lot.

Mr. Friesen requested condition number three be modified to permit him to auction items left in a storage locker due to abandonment or lack of payment. These auctions happen very infrequently. Most people agree to permit him to dispose of the items left in the storage locker.

Vonachen advised the Planning Commission that if they choose to modify any conditions they have that right. However, any conditions that are modified need to be stated in such a way that the condition is easy to understand and enforceable. Do not place conditions on the property that are nearly impossible to enforce. Items such as hours of operation, the number of people who can utilize the gym or event center, or basing the paving requirement on how often the facility is utilized are difficult to enforce.

Chairman Etzler closed the public hearing.

The Planning Commission discussed at length possible solutions to the parking/paving issue. The Planning Commission expressed concern about granting a waiver of the paving requirement

yet was sympathetic to the cost involved in paving a parking lot for a facility which may not generate as much traffic as a school.

The Planning Commission discussed at length several options that would not cause a burden on the owner but would also not cause the Planning Commission to issue a full or partial waiver of the paving requirement.

Such options included:

- Closing southernmost driveway and paving from the second southernmost entrance up to the building.
- Closing or moving the northernmost entrance so it will line up with the large storage lockers on the north side of the building.
- Paving the entire parking lot over an extended period of time.
- Closing both the northern and southern most driveways and re-locating the northern driveway further to the south to line up with the north side of the building.

All of these options were an attempt to reduce the areas of the property designated as a parking lot, driveway, or access road. Under the current zoning regulations, these three designations require the owner to pave.

Motion by Vice-Chairman Richardson to recommend to the County Commissioners APPROVAL of the conditional use permit to establish an indoor storage facility, CrossFit gym, and event center on land zoned R-1 based on the factors listed above by staff and with the following additions/modifications to the listed conditions of approval:

1. Waive the paving requirement.
2. Close the southernmost entrance to the property.
3. Approve as per plan submitted.
4. Modify condition number three by adding the phrase “except as required by law.”
5. Eliminate condition numbers six and seven.

The motion was seconded by Commissioner French. The motion failed by a 2-2 vote (Yes: French, Richardson; No: Price, Etzler)

After further discussion amongst the Planning Commission members, the following was moved:

Motion by Commissioner French to recommend to the County Commissioners APPROVAL of the conditional use permit to establish an indoor storage facility, CrossFit gym, and event center on land zoned R-1 based on the factors listed above by staff and with the following additions/modifications to the listed conditions of approval:

1. Waive the paving requirement.
2. Close the southernmost entrance to the property.
3. Pave from the next southern entrance back to the edge of the gravel as shown on the site plan by July of 2017; and approve the rest of the site plan as submitted.
4. Modify condition number three by adding the phrase “only as required by law.”
5. Eliminate condition numbers six and seven.

The motion was seconded by Vice-Chairman Richardson. The motion passed by a 4-0 vote (Yes: Price, French, Richardson, and Etzler).

The official conditions of approval as modified by the Planning Commission are:

1. All proposed and existing lighting shall be shielded so as not to go beyond the property boundary.
2. No outside storage of RV's, boats, cars, utility trailers, industrial equipment, or other items is permitted on site.
3. No general sales or auctions are permitted on the property except as required by law.
4. All cars shall be parked in the marked identified parking spaces and auxiliary area as identified on the approved site plan.
5. All parking stalls and access lanes dedicated to the indoor storage facility and CrossFit Gym shall be paved with asphalt or concrete by November 1, 2016.
6. The southernmost entrance to the property shall be closed.
7. Pave from the next southern entrance back to the edge of the gravel as shown on the site plan by July of 2017; and approve the rest of the site plan as submitted.
8. The owner is granted a waiver of the paving requirement as modified by the conditions of approval.
9. Any changes to character, intensity, or use of the site not capable of being discerned by the Planning Division as consistent with this approval shall be brought before the Planning Commission for an additional conditional use permit review.
10. Reno County reserves the right to rescind this conditional use upon any violation of County Regulations or conditions governing this approval.

ACTION REQUIRED:

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

ATTACHMENTS

Application
Comments
Zoning and property ownership map
Site plan
Boundary Survey
Letter from IdeaTek

Comments
IdeaTek Equity Group, LLC
2016-01

RENO COUNTY DEPARTMENTS

Nick Baldetti/Darcy Basye - Reno County Health Department

No comment. Facility is served by public water and public sewer.

Adam Weishaar, Director of Reno County Emergency Management Dept.

After review of this application, I find nothing in my area that would preclude this application from being approved.

OTHER AGENCIES

Jana McCarron - City of Hutchinson Planning & Development Director

See separate letter.

PROPERTY OWNERS

None

Comments on Case Number 2016-01

Reno County, Kansas Conditional Use Permit



May 26, 2016

Reno County Planning Commission
c/o Mark Vonachen
600 Scott Blvd
S Hutchinson KS 67505

Dear Mr. Vonachen:

The conditional use permit notice for Reno County Case Number 2016-01 was distributed to the City of Hutchinson's Development Review Committee on May 17, 2016 for review and comment. No objections were received. Comments made by the Planning & Development Department concerning the project and potential future annexation are included below.

1. The property is zoned R-1, rural residential district. Event centers and indoor storage facilities are considered commercial uses and not permitted uses in residential zones in the City of Hutchinson. Should the applicant desire annexation to the City in the future, the proposed uses would be incompatible with the zoning of the property.
2. Current development of the property does not meet City of Hutchinson standards for parking, paving and landscaping. Development of the property as a commercial use without modifications to the site for paving and landscaping could inhibit future annexation of the property to the City.

Should you have any questions or need additional information, do not hesitate to contact me. Thank you for the opportunity to comment.

Best Regards,

A handwritten signature in black ink that reads "Jana L. McCarron". The signature is written in a cursive style with a large, looped initial "J".

Jana McCarron, AICP
Director of Planning & Development

**APPLICATION FOR CHANGE OF ZONING CLASSIFICATION (REZONING)
OR A CONDITIONAL USE PERMIT**

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 IdeaTek Storage, LLC

Address 10400 E 69th Buhler, KS 67522

Phone 620-543-5003

Email daniel@ideatek.com



B. Agent N/A

Address _____

Phone _____

Email _____

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

2. The applicant hereby requests:

_____ A change of zoning from _____ to _____.

A Conditional Use for the following: Indoor self storage, CrossFit gym, and event center

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

RENO TOWNSHIP, S25, T22, R06W, TR COM SE COR OF SE/4 N 999FT FOR POB

W 397.7FT, N 656.2FT, E 397.7FT, S 656.2FT TO POB EXC RD RW

4. This property address is: 4601 N Plum, Hutchinson, KS 67502

The general location is (use appropriate section):

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



B. On the West (N, S, E, W) side of N Plum St (Road) between 43rd and 56th st (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.

This request is for a Conditional Use permit for a decommissioned grade school building otherwise known in the community as the old Prosperity School building. This building and its associated parcel have been zoned agriculture by the County. The building and its property have been used for an extended period of time by a school district for typical school functions which included a large volume of daily vehicular and bus traffic, frequent school events where both gravel parking lots could be found full, modular outbuildings, and other typical school building functions.

Our proposed new use of this property includes the following:

1. Indoor self-storage – Our tenants will be able to drive up store property in the safety and security of 24/7 monitored indoor storage facility. The facility operates much like a traditional self-storage complex only all operations occur indoors and are climate controlled.
2. Gym and a Kitchen - We intend to leave the existing gym and attached commercial kitchen intact for event rental. The idea of “Gym and a Kitchen” is just as it says. The space would be available for events that can use such facilities such as wedding receptions, parties, small basketball games, etc. We expect this to be a budget rental space and do not expect higher end events. We also expect the existing overflow parking lot to the South to accommodate such events. This again is commensurate with previous usage I.E. school plays, band / vocal events, athletic events. The space is already utilized from time to time by the local 4-H for indoor archery events. We have also had many other inquiries for rentals of the space for other events.
3. CrossFit Gym – This garage space type Gym needs open space (called a “Box” by CrossFitters) to perform coached programs typically spanning 1 hour in length. This use should not be confused with a typical self-service gym where users come and go and exercise on their own. This space will be utilized for guided classes. Typical class sizes range from 4 to 8 persons per hour.

We feel our proposed use of this existing building and land continue conform well with a long established pattern of use for the property. Additionally, Plum Street continues to grow as a commercial corridor for the Hutchinson area. Considering the building’s large footprint and previous use we believe our proposed use finds a unique solution to repurpose an otherwise abandoned and tax exempt property. This plan will increase services and amenities available to the community as well as grow the county tax revenues with no new impact the surrounding property owners.

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

accompanied by the appropriate fee.

[Signature]
(Owner)

(Owner)

By Jerrold Reimer CEO
Authorized Agent (if any)

By _____
Authorized Agent (if any)

VI. OFFICE USE ONLY:

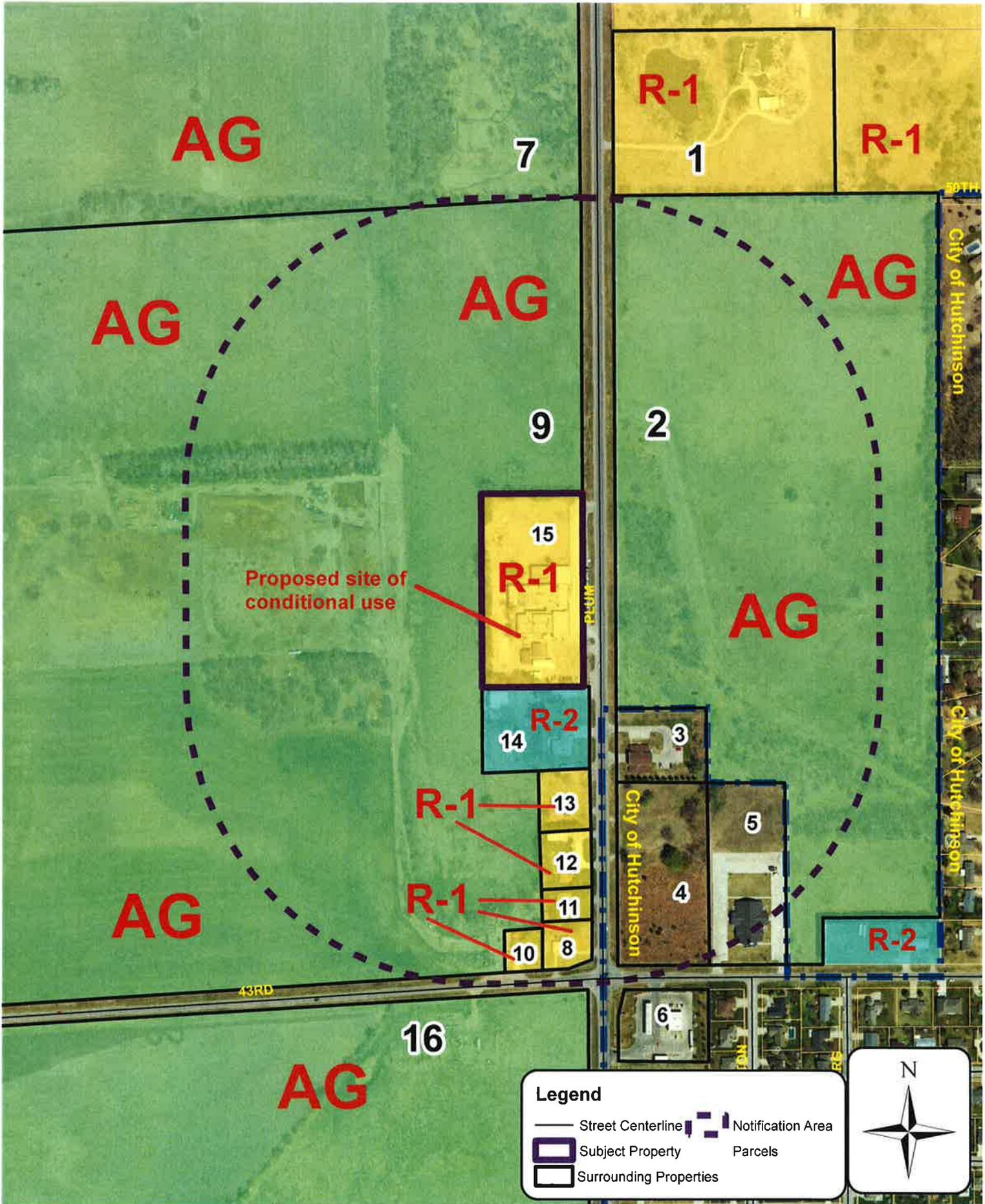
This application was received at the office of the Zoning Administrator at 4:00 (A.M.)
P.M. on 6th day of May, 2016. This application has been checked and found to be complete and accompanied by the required documents and the appropriate fee of \$300.

Mark Vonachen
Name

County Planner II
Title



Property Ownership/Zoning Map Case # 2016-01



IdeaTek Storage, LLC
Property Ownership List
Case #2016-01

A	B	C	D	E
1	PO #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
2	02933002001013000	STOSS, MARVIN C & ESTHER L	5300 N PLUM ST HUTCHINSON, KS 67502-4833	5300 N PLUM ST, Hutchinson, KS 67502
3	02933003004001000	GARBER LEASING, INC	2908 N PLUM ST HUTCHINSON, KS 67502-8429	00000 N PLUM ST, Hutchinson, KS 67502
4	02933003004001010	CITY OF HUTCHINSON	PO BOX 1567 HUTCHINSON, KS 67504-1567	4410 N PLUM ST, Hutchinson, KS 67502
5	02933003004002000	DICK DILLON MEMORIES LLC	1 COMPOUND DR HUTCHINSON, KS 67502-4320	00000 E 43RD AVE, Hutchinson, KS 67502
6	02933003004003000	CHURCH LDS CORP	C/O TAX DIVISION RM 2225 50 E N TEMPLE 523-4948	518 E 43RD AVE, Hutchinson, KS 67502
7	02933102006010010	DILLON REAL ESTATE CO, INC	SALT LAKE CITY, UT 84150-0022 C/O SAVAGE SAVAGE & BROWN	4216 N PLUM ST, Hutchinson, KS 67502
8	0372501001007000	RENO WESTERN CORPORATION	PO BOX 22845 #STE E OKLAHOMA CITY, OK 73123-2845	00000 N PLUM ST, Hutchinson, KS 67502
9	0372504001001000	REGIER, SHARON ROWLAND & ROWLAND, THOMAS	PO BOX 1173 HUTCHINSON, KS 67504-1173	418 E 43RD AVE, Hutchinson, KS 67502
10	0372504001001010	ROWLAND, GARNET H & ERMA I	6108 N WILLISON RD BUHLER, KS 67522	00000 N PLUM ST, Hutchinson, KS 67502
11	0372504001002000	WICHERT, EARL D & SALLY D	680 E 43RD AVE HUTCHINSON, KS 67502-4525	428 E 43RD AVE, Hutchinson, KS 67502
12	0372504001003000	KENNEDY, LUCY I	428 E 43RD AVE HUTCHINSON, KS 67502	4307 N PLUM ST, Hutchinson, KS 67502
13	0372504001004000	CLARK, DONALD D & CAROL A	4307 N PLUM ST HUTCHINSON, KS 67502-4807	4309 N PLUM ST, Hutchinson, KS 67502
14	0372504001005000	MORAN, DARREN A	4309 N PLUM ST HUTCHINSON, KS 67502-4807	4411 N PLUM ST, Hutchinson, KS 67502
15	0372504001006000	ARMBRUSTER, PHILIP MICHAEL	10 KISIWA PKWY HUTCHINSON, KS 67502-4442	4501 N PLUM ST, Hutchinson, KS 67502
16	0372504001007000	IDEATEK EQUITY GROUP LLC	4501 N PLUM ST HUTCHINSON, KS 67502	4601 N PLUM ST, Hutchinson, KS 67502
17	0373601001001000	ROWLAND, KELLEY & THOMAS	10400 E 69TH AVE BUHLER, KS 67522 3510 W 108TH AVE HUTCHINSON, KS 67502	00000 N PLUM ST, Hutchinson, KS 67502



May 25, 2016

RE: IdeaTek Storage, LLC - conditional use permit / parking requirements

Dear Reno County Planning Commission,

We have been working closely with Mr. Vonachen to develop a parking plan which follows the spirit of your new planning regulations related to parking while applying a reasonable level of discernment since it appears our proposed uses do not fall squarely within a specific parking requirement calculation. Below you will find IdeaTek's proposal to address this matter.

First, per our proposed site plan, we will pave sixteen parking stalls on the East side of the building and pave one entrance attached to those stalls. The building has a significant amount of other available gravel parking areas.

As our application details, the primary use of this existing property and building will be for indoor self-storage operations. We believe the parking needs for our facility are extremely small in relation to the square footage of the proposed use. We believe that one space per location employee plus one space per 50 storage units to be a reasonable parking stall requirement. This estimate is based on our experience with owning outdoor storage facilities and some limited research we have performed online. We expect the facility to house anywhere from 100 to 200 indoor storage units. Therefore, our expected parking need for this use is five stalls.

Our application is complicated by our proposal to continue to use the gym, kitchen, and music room (now applied for as a CrossFit gym). This use obviously requires a separate method of calculating parking space, and again, we find no clear calculation method in your current regulations to apply for this use. We do not expect this part of the facility to generate more than 10% of the expected revenue of the property

We do know we expect the CrossFit gym to need 5-10 stalls per hour on a weekday basis as based on current needs. For comparison, the current CrossFit location (established in 2013) located *within* the city limits of Hutchinson has a single paved stall with all additional parking having a gravel / asphalt millings base today.

We expect the gym and kitchen area to be rented on weekends and evenings on a limited basis for budget consensus users, and it may be converted into additional indoor storage space in phase II of our development plan. That limited need of overflow parking would be filled by the use of the existing gravel parking areas to the southeast of the building. The expected use is limited so much, that we find it impossible to justify the expense of paving additional stalls for the gym/kitchen rental at this time. We believe it is in the community's best interest to maintain an available gym space in the area rather than shuttering it over a requirement for extensive paved parking stalls. "Community's best-interest" is a qualifier for a waiver under Article 10-105.1.



We would like to respectfully remind the Commission that our expected use of the gym and kitchen is in a manner nearly the same as it has been used for nearly a half a century or more (estimated). As you likely know, this facility housed over one-hundred school children on a daily basis along with additional evening and weekend uses of the gym and music hall facilities. The school functioned with the current gravel parking lots during its entire history and we know of no complaints from neighboring property owners of this use. In fact, most adjacent residential property owners also have existing gravel/dirt drives today.

Our proposed usage and paving of some parking stalls, if anything will certainly be less impacting than the previous usage.

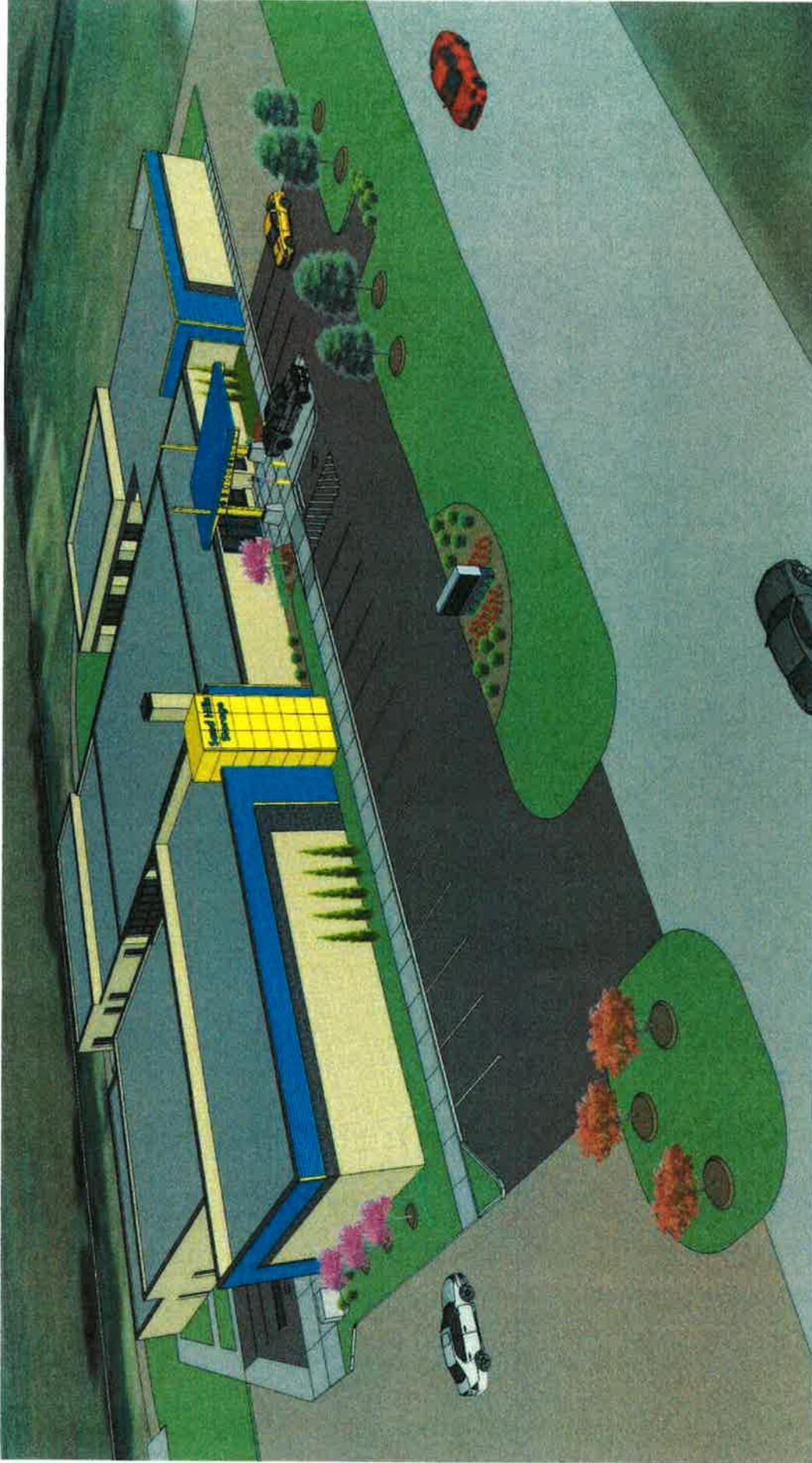
In summary, we ask that our site plan be approved as submitted and that further parking stall requirements of Article 10 be waived in lieu of the pre-existing gravel parking areas.

In the event that the commission is unwilling to approve our plan as presented, we would propose that the Commission provide a 2-year time horizon whereby we may collect building usage and parking data to (1) determine if the use makes economic sense for the company to continue renting the gym if facing further paving requirements and (2) provide the Commission at that time with usage details to help make a reasonable determination if further paved parking needs actually exist.

Yours,

A handwritten signature in blue ink, appearing to read 'D. P. Friesen', written over a light blue circular stamp.

Daniel P. Friesen
Managing Member
IdeaTek Storage, LLC



CONCEPT SITE PLAN - OPTION 2

RECEIVED

JUN 6 2016

RENO COUNTY
PUBLIC WORKS DEPT



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 RENO COUNTY
 PUBLIC WORKS DEPT

ZONING NOTES

1. NO NEW ADDITIONS TO THE EXISTING BUILDING ARE PLANNED.
2. EXISTING BUILDING FINISHED FLOOR ELEVATION = 1547.75
3. FACILITY IS SERVED BY PUBLIC SEWER AND WATER.
4. REVISION #2 (6/1/2015)

