

**A. CALL TO ORDER/ROLL CALL**

\_\_Brislin \_\_Cokeley \_\_Nisly \_\_Scofield \_\_Griffin \_\_Elliott

**B. PLEDGE OF ALLEGIANCE****C. APPROVAL OF AGENDA (ADDITIONS/DELETIONS)****D. CITIZEN COMMENTS****E. HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**

1. Reno County Chamber of Commerce Strategic Plan

**F. CONSENT AGENDA**

1. Approval of Minutes – Regular Council Meeting, September 22, 2025
2. Approval of Invoices

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**G. ACTION ITEMS**

1. Accept the recommendation of the Planning Commission to approve the conditional use permit 2025-8 to allow I-3 Heavy Industrial district to be used as an Electrical Power Plant

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

2. Accept the recommendation of the Planning Commission to approve the conditional use permit 2025-9 to allow I-3 Heavy Industrial district to be used as an Electrical Power Plant

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

3. Accept the recommendation of the Planning Commission to approve the conditional use permit 2025-10 to allow I-3 Heavy Industrial district to be used as an Electrical Power Plant

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

4. Approve Resolution 25-05 Approving the recommendations of the planning commission to rezone certain properties from agricultural and residential to heavy industrial

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

H. DISCUSSION ITEMS

1. Semi Parking on side streets
2. Electric Bikes and Scooters on Main Streets
3. Attorney contract

I. CITY ADMINISTRATOR'S REPORT

J. GOVERNING BODY COMMENTS

K. ADJOURNMENT

---

## A. CALL TO ORDER/ROLL CALL 6:00 pm

\_X\_Brislin \_X\_Cokeley \_X\_Nisly \_X\_Scofield \_X\_Griffin \_X\_Elliott

## B. PLEDGE OF ALLEGIANCE

## C. APPROVAL OF AGENDA (ADDITIONS/DELETIONS) N/A

## D. CITIZEN COMMENTS

**Jordan Covert** 525 S Adams– Concerned that the Code Enforcement officer had a non-employee riding in the car with her. Jeff Schenk clarified that our Administrative Assistant was riding along to learn the position. Jordan was also concerned as to why the city was not allowing comments on certain posts on the city’s Facebook page. It was explained to him that we had already done the rebranding and the citizens had time to have their input. We are now putting out informational posts for the citizens that don’t require any comment. Councilmember Griffin stated that we are trying to unite the community and give information and that is why the comments are sometimes turned off.

**Russell Rinehart** with Hutchinson Community Foundation - Spoke regarding the Love Where You Live survey and why it is important. They are due in by October 17<sup>th</sup> and were hoping that they would receive 50 from the residents of South Hutchinson. He is urging all residents to log on to [www.renosurvey.com](http://www.renosurvey.com) to complete the survey as soon as possible.

## E. CONSENT AGENDA

1. Approval of Minutes – Regular Council Meeting, September 8, 2025
2. Approval of Invoices

Motion **SCOFIELD**Second **ELLIOTT**Vote **5-0**

## F. ACTION ITEMS

1. Open Public Hearing for the Neighborhood Revitalization Plan

Motion **NISLY**Second **ELLIOTT**Vote **5-0**

2. Close Public Hearing for the Neighborhood Revitalization Plan

Motion **NISLY**Second **COKELEY**Vote **5-0**

3. Adopt Neighborhood Revitalization Plan as presented in Resolution 25-04.

Motion **COKELEY**Second **ELLIOTT**Vote **5-0**

4. Open Public Meeting to discuss the State Revolving Fund Loan

Motion **NISLY**Second **ELLIOTT**Vote **5-0**

5. Close Public Meeting to discuss the State Revolving Fund Loan

Motion **NISLY** Second **ELLIOTT** Vote **5-0**

6. Open Public Hearing to discuss the State Revolving Fund Loan

Motion **NISLY** Second **ELLIOTT** Vote **5-0**

7. Close Public Hearing to discuss the State Revolving Fund Loan

Motion **COKELEY** Second **NISLY** Vote **5-0**

8. Adopt resolution 25-03 authorizing South Hutchinson to participate and execute the loan application with the Kansas Department of Health and Environment for the SFR loan.

Motion **NISLY** Second **ELLIOTT** Vote **5-0**

9. Accept the recommendation of the Planning Commission to approve the rezoning case 2025-5 rezoning from Agricultural to I-3 Heavy Industrial

Motion **NISLY** Second **ELLIOTT** Vote **5-0**

10. Accept the recommendation of the Planning Commission to approve the rezoning case 2025-6 rezoning from Agricultural to I-3 Heavy Industrial

Motion **NISLY** Second **ELLIOTT** Vote **5-0**

11. Accept the recommendation of the Planning Commission to approve the rezoning case 2025-7 rezoning from Agricultural to I-3 Heavy Industrial

Motion **NISLY** Second **ELLIOTT** Vote **5-0**

12. Approve agreement supplement to modify the scope of work with the digesters to include upgrading the belt press.  
(Approval of options 1, 6, 9, 13)

Motion **COKELEY** Second **GRIFFIN** Vote **5-0**

G. DISCUSSION ITEMS

1. Codification – City Administrator stated he wanted to give the Council plenty of time to review the City Code and have time to discuss any changes they would like to see. He will

put it on one council agenda for discussion and recommendations and then have another council agenda where the council will vote on the codification.

2. Water Tower Design – City Council was given three paint designs for the small water tower; they chose to go with option 3.

#### H. EXECUTIVE SESSION

##### 1. Attorney Client Privilege

I, Paul Scofield, move the City Council recess into executive session with the City Administrator and City Attorney for consultation regarding a matter which would be deemed privileged in the attorney-client relationship pursuant to the attorney-client privilege exception in K.S.A. 75-94319(b)(2). The open meeting will resume in the city council chambers in 10 minutes (motion made at 6:56 pm).

Motion **SCOFIELD**

Second **NISLY**

Vote **5-0**

Mayor Brislin resumed meeting in council chambers at 7:06 p.m. with no action taken.

#### I. CITY ADMINISTRATOR'S REPORT      N/A

#### J. GOVERNING BODY COMMENTS

Elliott – Asked where we were with a Vactor Truck. City Administrator stated that we are waiting for one to become available that is in good condition to purchase.

Cokeley – asked about the sandpit and if the City of Hutchinson is not maintaining the levy. City Administrator stated that they are supposed to be. Matt Mock stated that his understanding is that one of their mowers broke down on the levy. Cokeley stated that the weeds are very tall and there are trees growing out of the levy.

#### K. ADJOURNMENT

Nisly made a motion to adjourn the meeting at 7:09 pm.

Motion **NISLY**

Second **ELLIOTT**

Vote **5-0**

---

## INVOICE APPROVAL LIST

10/14/2025

**Gen Gov**

	Description	Vendor	Inv. Amt
101-101-5000	Insurance Premium	Vision Care Direct	\$17.86
101-101-6000	Electric	Evergy	\$311.78
101-101-6000	Phone Service	Ideatek Communications	\$254.02
101-101-6002	Cougar Software Assurance	Advantage Computers	\$699.33
101-101-6002	Printer Maintenance	Better Image	\$159.50
101-101-6002	FoxIt PDF	Leading Edge Technology Partners	\$320.00
101-101-6002	IT Services	Leading Edge Technology Partners	\$344.33
101-101-6003	Window Cleaning	Refresh By the Rock Group	\$190.00
101-101-6004	Mats	UniFirst	\$42.00
101-101-6005	Cell Service	Verizon Wireless	\$41.54
101-101-6016	Attorney Service	Cody Smith	\$2,000.00
101-101-7000	AC Adapter - Jeff Laptop	Leading Edge Technology Partners	\$87.49
101-101-7000	City Seal Stamp, Ink	Office Plus	\$30.99
101-101-7000	Postage	Pitney Bowes Reserve Account	\$100.00
101-101-7004	Flags	Carrot-Top Industries	\$306.04
101-101-7005	Reimbursement	Paige Harman	\$25.00
101-101-7005	Reimbursement	Jeff Schenk	\$225.00
			<b>\$5,154.88</b>

**Police**

	Description	Vendor	Inv. Amt
101-102-5000	Insurance Premium	Vision Care Direct	\$131.19
101-102-6000	Electric	Evergy	\$513.86
101-102-6000	Phone Service	Ideatek Communications	\$308.09
101-102-6002	Cleaning Services	Tamra Yost	\$150.00
101-102-6002	Water	Culligan Water	\$43.00
101-102-6002	Paper Towels, Trash Can Liners	Office Plus	\$141.95
101-102-6002	IT Services	Leading Edge Technology Partners	\$384.62
101-102-6005	Cell service, Jetpacks	Verizon Wireless	\$444.70
101-102-6007	Engine Performace Diagnosis	Allen Samuels	\$99.00
101-102-6007	Engine Mounts, Oil, Diff Gasket Set	Carquest	\$321.91
101-102-6007	Install Door Hinges	Quality Body Shop	\$459.30
101-102-6007	Truck Rear End Differential, Wiper Blades, Tensioner Pulley	Rose Motor Supply	\$83.80
101-102-6008	Fuel, Lube, Oil, Battery	Carquest	\$166.00
101-102-6008	Install Lock Controller	Dynamic Electronics	\$516.50
101-102-6008	Carpet Cleaning	Refresh By the Rock Group	\$426.95
101-102-6012	Somatic Workshop	City of Hutchinson	\$25.00
101-102-7003	Fuel	Bridgman Oil	\$957.09
101-102-7004	Flags	Carrot-Top Industries	\$306.04
			<b>\$5,479.00</b>

**Street**

	Description	Vendor	Inv. Amt
101-000-6002	IT Services	Leading Edge Technology Partners	\$323.12
101-103-5000	Insurance Premium	Vision Care Direct	\$40.11
101-103-6000	Electric	Evergy	\$476.71
101-103-6002	OSHA Compliance Journal	PV Business Solutions	\$99.50
101-103-6004	Supplies, Fees	UniFirst	\$49.88
101-103-7000	Postage	Pitney Bowes Reserve Account	\$100.00
101-103-7002	Oxygen Sensor	Rose Motor Supply	\$106.48
101-103-7002	Oxygen Sensor - Returned	Rose Motor Supply	<b>\$106.48</b>
101-103-7002	Water	Culligan Water	\$23.83
101-103-7002	Oil Filter	Fairview Service	\$21.73
101-103-7003	Fuel	Bridgman Oil	\$870.19
101-103-7004	Vapor Can Pur Sol	Carquest	\$31.53

101-103-7009	Uniforms	UniFirst	\$26.84
			<b>\$2,063.44</b>
<b>Fire</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-104-6000	Electric	Evergy	\$451.28
101-104-6000	Phone Service	Ideatek Communications	\$26.16
101-104-6002	IT Services	Leading Edge Technology Partners	\$334.37
101-104-6005	Cell Service	Verizon Wireless	\$144.39
101-104-6007	Oil, Oil Filter	Carquest	\$318.48
101-104-6007	Bearing, Belt Tensioner Pulley, Oil	Rose Motor Supply	\$173.73
101-104-6007	Aerial Maintenance, Oil Change, Inspections, Spark Plug	Daniel Soto	\$1,600.00
101-104-6008	Fuel, Lube, Oil, Battery	Carquest	\$166.01
101-104-7000	Postage	Pitney Bowes Reserve Account	\$100.00
101-104-7003	Fuel	Bridgman Oil	\$114.98
101-104-7009	Tshirts	Flying Colors Print Shop	\$720.00
			<b>\$4,149.40</b>
<b>Parks</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-105-6000	Electric	Evergy	\$159.04
101-105-7004	Flags	Carrot-Top Industries	\$306.04
			<b>\$465.08</b>
<b>Court</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-106-6002	Drug Screen	Hutchinson Clinic	\$50.00
101-106-6002	IT Services	Leading Edge Technology Partners	\$7.50
101-106-6004	Inmate Medical	Hutchinson Regional Medical Center	\$40.48
101-106-6004	Inmate Medical	Wellpath	\$18.00
101-106-6015	Court Fees	Office of the State Treasurer	\$470.00
101-106-6016	Judge Service	Ethan Kaplan	\$1,100.00
101-106-6016	Prosecutor Service	Cody Smith	\$1,100.00
101-106-6018	Court Appointed Attorney Service	Stephenson Law Office	\$1,150.00
101-106-7000	Postage	Pitney Bowes Reserve Account	\$100.00
			<b>\$4,035.98</b>
<b>Non-Departmental</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
101-109-6000	Electric	Evergy	\$5,874.87
101-109-6026	Trash Service	Nisly Brothers Trash Services	\$10,043.86
101-109-7004	Flags	Carrot-Top Industries	\$1,617.44
101-109-7005	IT Services	Leading Edge Technology Partners	\$26.25
			<b>\$17,562.42</b>
		<b>GENERAL TOTAL</b>	<b>\$38,910.20</b>
<b>Water</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
201-000-5000	Insurance Premium	Vision Care Direct	\$3.10
201-000-6000	Electric	Evergy	\$3,656.36
201-000-6002	Cougar Software Assurance	Advantage Computers	\$699.33
201-000-6002	JUS Annual Software Lease	Advantage Computers	\$950.00
201-000-6002	Locates	Kansas One Call	\$39.90
201-000-6002	Water Samples	KDHE Laboratories	\$530.00
201-000-6002	FoxIt PDF, IT Services	Leading Edge Technology Partners	\$486.86
201-000-6002	OSHA Compliance Journal	PV Business Solutions	\$99.50
201-000-6004	Supplies, Fees	UniFirst	\$49.88
201-000-6005	Cell Service	Verizon Wireless	\$130.27
201-000-7000	Postage	Pitney Bowes Reserve Account	\$100.00
201-000-7002	6" Grippings	Core & Main	\$1,320.83

201-000-7002	Water	Culligan Water	\$23.83
201-000-7003	Fuel	Bridgman Oil	\$721.02
201-000-7009	Uniforms	UniFirst	\$26.84
			<b>\$8,837.72</b>

<b>Sewer</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
301-000-5000	Insurance Premium	Vision Care Direct	\$6.00
301-000-6000	Electric	Evergy	\$11,122.27
301-000-6000	Phone Service	Ideatek Communications	\$32.84
301-000-6002	Cougar Software Assurance	Advantage Computers	\$699.34
301-000-6002	JUS Annual Software Lease	Advantage Computers	\$950.00
301-000-6002	AC Service	Decker & Mattison	\$165.00
301-000-6002	Suppressor Fuse	Inman Irrigation	\$218.19
301-000-6002	Locates	Kansas One Call	\$39.90
301-000-6002	Waterwater Grit	Reno County Solid Waste	\$84.00
301-000-6002	FoxIt PDF, IT Services	Leading Edge Technology Partners	\$490.65
301-000-6002	OSHA Compliance Journal	PV Business Solutions	\$99.50
301-000-6002	Generator Cable	Salt City Electric	\$2,443.60
301-000-6004	Supplies, Fees	UniFirst	\$49.92
301-000-6005	Lift Station Service	Verizon Wireless	\$300.12
301-000-7000	Postage	Pitney Bowes Reserve Account	\$100.00
301-000-7001	Reimbursement	Rhyan Vosburg	\$38.95
301-000-7002	Fuel	Bridgman Oil	\$645.01
301-000-7002	Oil	Carquest	\$52.43
301-000-7002	Water	Culligan Water	\$23.84
301-000-7002	Lift Station Degreaser	Industrial Chem Labs & Services	\$145.35
301-000-7002	Lab Chemicals	USA BlueBook	\$77.46
301-000-7002	Toilet Seats	Lowes	\$55.06
301-000-7009	Boots - Vosburg	A5 Western LLC	\$189.99
301-000-7009	Uniforms	UniFirst	\$33.56
			<b>\$18,062.98</b>

<b>Sewer Emergency Replacement</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
303-000-8000	Generator Rental	Central Power Systems & Services	\$23,434.90
303-000-8000	Generator Repair	Central Power Systems & Services	\$26,525.12
			<b>\$49,960.02</b>

<b>Bonds</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
601-000-8003	GO Bond SR2016 Principal	Kansas State Treasurer	\$155,000.00
601-000-8004	GO Bond SR2016 Interest	Kansas State Treasurer	\$30,550.00
			<b>\$185,550.00</b>

<b>ASAP</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
801-000-6004	Bond Refund	Ana Chacon	\$232.00
801-000-6004	Bond Refund	Miguel Mendez	\$65.00
801-000-6004	Apply Bond	South Hutchinson Municipal Court	\$738.00
801-000-6004	Bond Refund	Ryan Wilson	\$215.00
			<b>\$1,250.00</b>

<b>Special Law Fund</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
806-000-6004	Asset Forfeiture Fee	Reno County District Attorney	\$234.60
			<b>\$234.60</b>

<b>ARPA</b>	<b>Description</b>	<b>Vendor</b>	<b>Inv. Amt</b>
808-000-7004	SH Chip Seal Planning	JEO Consulting Group	\$2,050.00
808-000-7004	SH Pedestrian Connectivity Improvements	JEO Consulting Group	\$3,180.00



**\$5,230.00**

**Community Center**

	Description	Vendor	Inv. Amt
811-000-6000	Electric	Everygy	\$394.76
811-000-6004	Flags	Carrot-Top Industries	\$306.02
811-000-6004	Update Sonicwall Protection Service	Leading Edge Technology Partners	\$1,167.19
811-000-7002	Cleaning Supplies	Janitorial Supply	\$284.21
811-000-8000	Microwaves	Lowe's	\$630.80
			<b>\$2,782.98</b>

**Building Reserver**

	Description	Vendor	Inv. Amt
902-000-8020	Fencing, Paint, Concrete, Cedar Pickets, Potting Mix, Po	Lowe's	\$933.87
902-000-8021	Mini Split Power - PD	Salt City Electric	\$969.99
902-000-8028	SH Digester Improvements	Professional Engineering Consultants	\$400.00
			<b>\$2,303.86</b>

**GRAND TOTAL**

**\$313,122.36**



## **SOUTH HUTCHINSON PLANNING COMMISSION Meeting Minutes**

### **CALL TO ORDER / ROLL CALL**

The South Hutchinson Planning Commission met in regular session. The following members were present:

- Erin Cokeley
- Mark Estes
- Jim Chastain
- Marge Bryant
- Pam Crank
- Kraig Blackwelder
- Chad Duvall
- Mike Blackburn

*All members were present.*

### **SPECIAL PUBLIC HEARINGS**

#### **Case No. 2025-8 – Conditional Use Permit (Evergy, Electrical Power Plant – I-3 District)**

##### **Motion to Open Public Hearing:**

Commissioner Bryant moved, seconded by Commissioner Chastain.

*Vote: 8-0, Motion Carried.*

##### **Applicant Presentation:**

Jason, representing Evergy, presented the proposed development plan and described the layout of the facility. He emphasized that Evergy would comply with all applicable environmental regulations, including KDHE, EPA, state, and federal requirements. He noted that fire protection would be provided by on-site hydrants and suppression systems, the property would be fenced and secured, and law enforcement would be available from city or county police.

##### **Public Comment:**

- Attorney Randy Rathburn spoke in opposition on behalf of the Oatney family. He stated that the family did not believe the Planning Commission would deny Evergy's request but wanted their concerns on record. He argued that the facility would diminish the value of the Oatney property, which is located approximately 3,000 feet from the proposed site. He expressed concern about constant industrial noise, potential contamination of soil and

water, and long-term impacts on the rural character of the area. He asked whether construction noise would occur 24 hours per day for multiple years.

- Response from Evergy (Jason): Jason stated that construction would be limited to 8–10 hours per day, not around-the-clock, and that noise would not exceed normal construction levels. He reaffirmed that water use and discharge would be managed under KDHE permits and oversight, and that Evergy would operate in compliance with environmental standards.

**Commissioner Discussion:**

- Commissioner Bryant stated that she did not believe the anticipated construction noise would be out of character for the area, noting that the Oatney property already contained aircraft, farm equipment, and nearby railroad activity, all of which generate comparable or greater noise. She suggested that, if necessary, additional conditions regarding construction noise could be considered, but she did not believe the issue warranted denial.
- Commissioner Estes asked specifically about water discharge and its regulation. Jason confirmed that Evergy would work directly with KDHE to ensure proper handling and monitoring of any discharge.
- Commissioner Cokeley commented that the facility would be required to meet the same environmental safeguards as any other industrial development in Kansas and that state and federal regulators would oversee compliance.
- Commissioner Chastain questioned Mr. Oatney regarding the proximity of his residence to the proposed facility. Mr. Oatney estimated that the new plant would be located near the middle of his property, roughly 3,000 feet away.
- Commissioner Bryant asked about fire and police protection. Jason explained that Evergy would provide on-site fire hydrants and its own fire suppression measures, while law enforcement services would continue to be provided by local agencies.
- Commissioner Duvall noted that fencing and secured access would help address security concerns, and expressed confidence that the site would be adequately protected.

**Motion to Close Public Hearing:**

Commissioner Blackwelder moved, seconded by Commissioner Bryant.

*Vote: 8-0, Motion Carried.*

**Recommendation to City Council:**

Commissioner Chastain moved, seconded by Commissioner Bryant, to approve the development plan and recommend the City Council approve the Condition Use Permit in Case #2025-8, subject to the submitted development plan.

*Vote: 6-2, Motion Carried.*

**Case No. 2025-9 – Conditional Use Permit (Evergy, Electrical Power Plant – I-3 District)**

**Motion to Open Public Hearing:**

Commissioner Bryant moved, seconded by Commissioner Chastain.

*Vote: 8-0, Motion Carried.*

**Public Hearing Closed:**

Commissioner Blackwelder moved, seconded by Commissioner Chastain.

*Vote: 8-0, Motion Carried.*

**Recommendation to City Council:**

Commissioner Chastain moved, seconded by Commissioner Duvall to approve the development plan and recommend the City Council approve the Condition Use Permit in Case #2025-9, subject to the submitted development plan.

*Vote: 6-2, Motion Carried.*

**Case No. 2025-10 – Conditional Use Permit (Evergy, Electrical Power Plant – I-3 District)**

**Motion to Open Public Hearing:**

Commissioner Bryant moved, seconded by Commissioner Chastain.

*Vote: 8-0, Motion Carried.*

**Public Hearing Closed:**

Commissioner Estes moved, seconded by Commissioner Blackwelder.

*Vote: 8-0, Motion Carried.*

**Recommendation to City Council:**

Commissioner Chastain moved, seconded by Commissioner Bryant, to approve the development plan and recommend the City Council approve the Condition Use Permit in Case #2025-10, subject to the submitted development plan.

*Vote: 6-2, Motion Carried.*

**FINDINGS OF FACT**

**Case Nos. 2025-8; 2025-9; 2025-10**

For each case, the Commission made the following findings in accordance with K.S.A. 12-757 and Article 34 of the South Hutchinson Land Development Code:

1. **Notice:** Notice of each hearing was properly published in the official city newspaper at least 20 days in advance and mailed to property owners within 200 feet.
2. **Development Plan:** A development plan was submitted pursuant to Article 20.
3. **Review Criteria:** The Commission considered:
  - Compatibility with surrounding zoning/land uses.
  - Impact on public health, safety, morals, and welfare.
  - Conformance with the City's Comprehensive Plan.
  - Adequacy of streets, utilities, drainage, police, and fire protection.
  - Impacts on value, use, and enjoyment of neighboring properties.
  - Compliance with requirements for parking, circulation, screening, signage, and lighting.
4. **Conclusion:** The Commission determined that each proposed Conditional Use Permit, as shown on the development plan and subject to conditions, met the required factors and would not adversely affect the community.

**Conditions of Approval (All Cases):**

1. Development shall be carried out in substantial compliance with the approved development plan.

**ADJOURNMENT**

Commissioner Cokeley moved, seconded by Commissioner Bryant, to adjourn.

*Vote: 8-0, Motion Carried.*

**Minutes Prepared By:**

Matt Mock, Public Works Superintendent

Paige Harman, Administrative Assistant

RESOLUTION NO. 25-05

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS, ADOPTING THE RECOMMENDATIONS OF THE PLANNING COMMISSION TO REZONE CERTAIN PROPERTIES FROM AGRICULTURAL (AG) AND RESIDENTIAL (R-2) DISTRICTS TO I-3 HEAVY INDUSTRIAL DISTRICT.

WHEREAS, The South Hutchinson Planning Commission held duly noticed public hearings on September 2, 2025, to consider zoning change requests for properties located along South McNew Road, Hutchinson, Kansas; and

WHEREAS, Notice of said hearings was published at least 20 days in advance in the official city newspaper and mailed to all property owners within 200 feet of the subject properties, in compliance with Article 34 of the Land Development Code and K.S.A. 12-757; and

WHEREAS, The Planning Commission, after hearing staff reports, applicant presentations, and public comment, recommended approval of the rezonings by unanimous vote of the members present; and

WHEREAS, In making its recommendation, the Planning Commission considered the factors required by Section 34-105 of the South Hutchinson Land Development Code, including consistency with the Code, neighborhood character, changed conditions, compatibility with nearby land uses, suitability of property, availability of services, amount of similarly zoned land, staff recommendations, conformance with the Comprehensive Plan, the balance of public welfare and hardship, and other relevant factors presented in the record; and

WHEREAS, The Governing Body has duly considered the Planning Commission's recommendations, the evidence presented, and the applicable factors under the Land Development Code, and finds that the rezonings are consistent with the City's Comprehensive Plan and promote the health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SOUTH HUTCHINSON, KANSAS:

Section 1. Rezoning Approval.

The following properties are hereby rezoned to I-3 Heavy Industrial District, subject to compliance with the Land Development Code:

Parcel 1 (Public Hearing Notice #2025-5): S. McNew Road, Hutchinson, KS 67501.  
From Ag Agricultural District to I-3 Heavy Industrial District.  
Legal: Yoder Township, S31, T23, R05W, Acres 127.5, NW/4 LESS RD & HWY R/W.

Parcel 2 (Public Hearing Notice #2025-6): 3916 S. McNew Road, Hutchinson, KS 67501.  
From R-2 Residential District to I-3 Heavy Industrial District.  
Legal: Yoder Township, S31, T23, R05W, Acres 4.7, TR COM 30 FT W of SW COR  
NW ¼ N 200 FT E 1050 FT S 200 FT W 1050 FT TO POB.

Parcel 3 (Public Hearing Notice #2025-7): S. McNew Road, Hutchinson, KS 67501.  
From Ag Agricultural District to I-3 Heavy Industrial District.  
Legal: Yoder Township, S31, T23, R05W, Acres 153.5, SW/4 EXC TR BEG SE COR  
SW/4 TH W 400FT TH N 400FT TH E 400FT TH S 400FT TO POB LESS RD R/W.

Section 2. Effect.

The official zoning map of the City of South Hutchinson is hereby amended to reflect these rezonings.

Section 3. Effective Date.

This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of South Hutchinson, Kansas, this 14th day of October, 2025.

CITY OF SOUTH HUTCHINSON, KANSAS

By: \_\_\_\_\_  
Dina Brislin, Mayor

ATTEST:

\_\_\_\_\_  
Katie Marcum, City Clerk

## **SOUTH HUTCHINSON CITY ATTORNEY AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of October, 2025, by and between:

CITY OF SOUTH HUTCHINSON, by and through its governing body, sometimes hereinafter referred to as CITY; and

GRAFFMAN & SMITH, LLC, by Cody R. Smith, sometimes hereinafter referred to as ATTORNEY;

WITNESSETH:

WHEREAS, CITY is desirous of retaining ATTORNEY as its City Attorney to represent the City of South Hutchinson; and

WHEREAS, ATTORNEY is desirous of serving as City Attorney for the City of South Hutchinson, Kansas.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY hereby retains ATTORNEY as its City Attorney to provide legal representation for the City of South Hutchinson, as hereinafter described. ATTORNEY agrees to provide professional legal services to CITY. CITY agrees to pay ATTORNEY the sum of One Hundred Sixty Dollars (\$160) per hour. Such hourly rate shall include the following routine legal services, to-wit:
  - a. Attendance at regularly scheduled City meetings;
  - b. Legal advice to the City Administrator, department heads, and City staff, including any communication and research incident thereto regarding City-related matters;
  - c. Legal advice and research to the Mayor and City Council Members regarding City-related matters;
  - d. Research and drafting of any City ordinances in the normal course of business;
  - e. Legal advice to any and all law enforcement officials pertaining to City criminal and traffic cases;
  - f. Prosecution of City criminal and traffic cases in the Municipal Court of the City of South Hutchinson, Kansas, which court is presently held two (2) times per month; and
  - g. Attendance at periodic special meetings requiring ATTORNEY's presence.
2. ATTORNEY shall control the conduct and means of performing the work required under this contract and shall perform all services required under this contract in a manner consistent with professional standards. ATTORNEY may maintain other legal employment separate from this contract but shall devote the time and skills necessary to provide



effective and competent representation to CITY.

3. ATTORNEY shall bear the cost and expense of maintaining its license to practice law.
4. ATTORNEY shall bear the cost and expense of maintaining Professional Liability insurance coverage.
5. ATTORNEY is authorized to hire outside legal counsel to perform work for CITY without the need to have such work approved by resolution provided that: (i) the total amount for each matter does not exceed \$5,000; and (ii) the legal services are billed showing the date services were rendered, describing the services and providing the time expended on each date. A copy of the bills shall be included with ATTORNEY's monthly invoices for City Attorney expense reimbursement. In the event that ATTORNEY determines that additional work of legal counsel is necessary for a particular matter that would exceed the \$5,000 limit, then ATTORNEY shall obtain authority by written resolution of the City Council for those additional services.
6. Both parties acknowledge that due to the nature of the City Attorney's role, it is not possible for the City Attorney to represent or provide legal advice to individual citizens, groups, or other entities regarding City-related matters.
7. In addition to the routine services provided by ATTORNEY on behalf of CITY, other legal representation may be provided if mutually agreed to by the parties, but such representation will be billed for and paid by CITY in addition to the fee above described. Such legal services will be billed monthly at the hourly rate of Two Hundred Twenty-Five Dollars (\$225) per hour, plus expenses, and shall include the following:
  - a. Any civil litigation in which the City of South Hutchinson is involved either as a plaintiff or defendant.
  - b. Appeals from any municipal court cases to the District Court of Reno County, Kansas, or to the Court of Appeals of the State of Kansas, or the Supreme Court of the State of Kansas.
  - c. Any other matters discussed on a case-to-case basis and agreed to by CITY and ATTORNEY.
8. ATTORNEY shall submit to CITY an invoice for its fees and expenses on at least a monthly basis, not to exceed two invoices per month. CITY shall pay ATTORNEY's fees and expenses within thirty (30) days of receiving an invoice.

9. This Agreement shall automatically renew each year unless either Party provides to the other by November 30th of each year written notice of its desire not to automatically renew the Agreement. Either party may terminate and cancel this Agreement upon giving ninety (90) days of notice to the other party. The ninety (90) days of notice shall commence to run, for a termination by CITY, as of the end of the month when the notice is delivered. ATTORNEY shall be entitled to receive compensation through and including the last day of the termination period.
10. The parties acknowledge that appropriation for payments hereunder is a governmental function that the CITY cannot contractually commit itself in advance to perform, and this Agreement does not constitute such a commitment. However, the CITY reasonably believes that monies in sufficient amounts to make payments in the Agreement can and will lawfully be appropriated and made available to permit CITY's continued receipt of ATTORNEY's services. The CITY will use funds appropriated for this Agreement for no other purpose other than to pay the ATTORNEY hereunder. The CITY is obligated only to pay such payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the CITY's current budget year. Should the CITY fail to budget, appropriate, or otherwise make available fund to pay amounts owing on this Agreement, then this Agreement shall be deemed terminated no later than at the end of the current year. The CITY agrees to deliver notice to ATTORNEY of such termination at least 90 days prior to the end of the calendar year, but failure to give such notice shall not extend the term beyond the current year.
11. CITY shall defend, hold harmless and indemnify ATTORNEY in the event the ATTORNEY is made, or is threatened to be made, a party to any proceeding by reason of his status as City Attorney, or by reason of any alleged act or omission which occurred while he was acting as the City Attorney, including but not limited to any alleged claim, fine, penalty, demand, or other legal, equitable, or statutory action, whether groundless or otherwise, which arises out of the apparent scope of his work or his authority as City Attorney. This provision shall survive the termination of this agreement.
12. This Agreement shall not be deemed to create the relationship of employer-employee between CITY and ATTORNEY, and no rights or privileges of an employee of the City shall inure to ATTORNEY.
13. This Agreement shall be binding upon the parties hereto, their respective heirs, devisees, legatees, executors, administrators, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by signature of their duly authorized officers the day and year first above written.

For the Governing Body of  
THE CITY OF SOUTH HUTCHINSON

---

Dina Brislin, Mayor

ATTORNEY

---

Cody R. Smith

ATTEST:

---

Katie Marcum, City Clerk



city of south Hutchinson  
Fire

20 East Blanchard  
south Hutchinson, Kansas 67505  
620-663-7104  
fax: 620-663-7168

## Fire Department Monthly Activity Report

### September 2025

- . Attended County Chiefs' meeting in Haven
- . Electrical emergencies training
- . Live propane fire training
- . Sept. 11<sup>th</sup> 3<sup>rd</sup> grade station tour
- . Ordered 2 more sets of gear through 100% payback grant
- . Started annual hose testing
- . Started equipment and department reviews for ISO in 2026
- . Continued ladder and hose advancement training
- .

## PUBLIC WORKS WEEKLY REPORT

From Matt Mock, Public Works Superintendent

Date: September 1, 2025 – September 30, 2025

### Streets

- Mowing of splash pad, community building, city hall, 3rd street, 7th street, veterans (Scott)
  - Mowing of West Blanchard, Dis golf, field farmland (Allen)
  - Repaired tire on generator trailer, wastewater trailer
  - Helped with water leak at 905 south Maple
  - Concrete work at 905 South Maple
  - Cleaned the ditches on Washington, Blanchard, 6<sup>th</sup> Street, Scott Blv., and West Des Moines
  - Repaired West Des Moines Dirt Road
  - Mowed Hutchi Bell ,6th & Poplar (Tall weeds code violation)
  - Trimmed trees in Alley ways
  - Repair toilet at city hall
  - Weed eat the curb on main
  - Removed flags off main
  - Dirt work at City Hall
  - New Fence at City Hall
  - Did monthly and weekly equipment checks
  - Change oil in the pd generator
-

#### Water

- Weekly checks and inspections completed.
- One call utility locates.
- Water residuals.
- Concrete work at 905 South Maple St.
- Water leak at 905 south Maple St.
- Red Tag shut offs
- Completed valve exercising for the Year
- Worked on mowers
- Repaired hydraulic unit
- Flushed Dead ends
- Swept the city

#### Wastewater

- Daily and weekly inspections completed.
  - One call utility locates.
  - Monthly KDHE state test collected and sent for analysis.
  - Cleaned clarifiers and UV bulbs/channels.
  - Replaced vfd on polymer pump
  - Called and checked lift station phones.
  - Changed oil in wastewater truck and flatbed truck
  - Jet rode 901 ft
  - KDHE DMR report
-

- Mowing around the wastewater plant
- Pressed sludge
- Pumped digester 3 over to digester 4
- Painted uv room floor
- Call in no power at plant started generator.
- Got quotes to repair High rise lifts station.
- Ac repair in wastewater office
- New ac in UV room
- Painting of the blower tubes

Project coming up.

Sweeper training for Logan

Trimming trees in alleys and roadways

Clean up trees on nature trail

Finish painting blower tubs

Culvert catch basins cleaning



INCIDENTS FOR THE MONTH OF SEPTEMBER			
911 Hangup	9	Harassment	0
Accident	5	Juvenile Complaint	0
Accident H&R	1	JUVENILE SEX OFFENSE-PAST	0
Accident Injury	4	Lost Property	0
Aggravated Battery	0	Mental Subject	1
Alarm Burg	4	Miscellaneous	13
Animal Bite/Scratch	1	Missing Person	0
Animal Complaint	6	Mutual Aid / Assist	2
Armed Person	0	Noise Complaint	0
Battery	0	Open Door-Window	0
Building Check	49	Overdose	0
Burglary	0	Parking Complaint	1
Card-Respiratory Arrest/Death	0	PFA-Restraining Order	1
Child Abuse - Neglect	0	Public Assist	16
Child Locked In Car	0	Runaway	1
Civil Matter	5	Search Warrant	0
Civil Process	0	Sex Offense - Adult	0
Community Engagement	4	Sex Offense - Juvenile	0
CRIMINAL DMG-PAST	0	Shooting	0
Custody Dispute	0	Sick/Injured Animal	0
Damage to Property/Vandalism	2	Stolen Vehicle	1
Deceased Person	0	Suicidal Subject	1
Disabled Vehicle	4	SUSPICIOUS ACTIVITY-PAST	0
Dispatch Handled	0	Suspicious Event	5
Disturbance	13	Theft	4
DISTURBANCE-PAST	1	THEFT-PAST	1
Drug Activity	0	Threats	1
DUI	1	Traffic Complaint	5
Emergency Message	0	Traffic Control	0
Fall	0	Traffic Hazard	5
FI	11	Traffic Stop	80
Fire-Structure	0	Trespass	4
Forgery	1	TROUBLE W/ SUBJECT-PAST	2
Found Property	4	Trouble w/Subject	6
FRAUD / DECEPTION	0	Unknown	12
Funeral Escort	1	Warrant Service	6
Gunshots in Area	2	Welfare Check	8
		<b>Total:</b>	<b>304</b>

**Notes:**