



**Board of Riley County
Commissioners
Regular Meeting
Agenda
January 04, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Vice Chair](#)

[District 2 – Marvin Rodriguez, Chair](#)

[District 3 – Ronald Wells, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Action on Portable Communication Device Allowance Form(s)
4. Amend CIP Projects for Window Trim on Courthouse
5. 2021 Indigent Panel Contract
6. Extension of Existing Contract for Services with Hali Rowland for Communication & Social Media
7. Law Board appointments

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Dec 28, 2020 8:30 AM

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

11. Administrative Work Session
12. Pending County Projects County Counselor

9:20 AM

John Ellermann, Public Works Director/County Engineer

13. Fund Transfer from Public Works to CIP

9:30 AM

Press Conference

14. Captain Greg Steere - RCPD update (3-5 minutes)

15. Presentation of Years of Service Plaques to Ron Wells and Debbie Regester - Marvin Rodriguez (5-7 minutes)
16. Presentation of Years of Service Plaque to Marvin Rodriguez - John Ford (3-5 minutes)

10:00 AM**Julie Gibbs, Health Department Director**

17. Approval of Medical Director Contract for 2021

10:15 AM**Bob Isaac, Planner**

18. Public Hearing to rezone a tract of land from "AG" (Agricultural District) to "R-PUD" (Residential Planned Unit Development and preliminary plat the tract into 18 lots.

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: January 4, 2021

SUBJECT: Action on Portable Communication Device Allowance Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

POSSIBLE MOTION(S)

Move to approve the Portable Communication Device Allowance Form(s).

Move to deny the Portable Communication Device Allowance Form(s).

Move to table the Portable Communication Device Allowance Form(s).

Enclosures:

- G McKinley Portable Comm Device Allowance 2020-12 (PDF)
- K Focke Portable Comm Device Allowance 2020-12 (PDF)

PORTABLE COMMUNICATION DEVICE ALLOWANCE FORM

EMPLOYEE CERTIFICATION: I have read and understand the requirements stated above and agree to adhere to them. I will fully cooperate with the County in making its response to any open record request directed to my personal portable communication device. I will immediately advise the County Counselor of any electronic or written open record request I receive which is directed to my personal portable communication device.

Please indicate if you wish to continue with existing phone number as currently issued by the county.

YES X NO If, yes, please list the phone number: 785-410-7804

Portable Communication Device Allowance Plan: \$25 \$40 X \$65 Data Enabled

 Authorized to use personal portable communication device for business use reimbursed at a rate of \$.25/minute.

Name of Authorized User: Grey McKinley
(Please print)

Grey McKinley 12-10-20
Signature of Authorized User Date

Phone #

Department Head Approval:

Board of County Commission Approved Data Enabled Portable Communication Device

Signature of Chairman Date

Note: Please keep a copy of this certificate for your records and send the original to the County Human Resource Manager.

Revised December 2011, Effective January 2012

Attachment: G McKinley Portable Comm Device Allowance 2020-12 (10203 : Cell Phone Allowance Form)

PORTABLE COMMUNICATION DEVICE ALLOWANCE FORM

EMPLOYEE CERTIFICATION: I have read and understand the requirements stated above and agree to adhere to them. I will fully cooperate with the County in making its response to any open record request directed to my personal portable communication device. I will immediately advise the County Counselor of any electronic or written open record request I receive which is directed to my personal portable communication device.

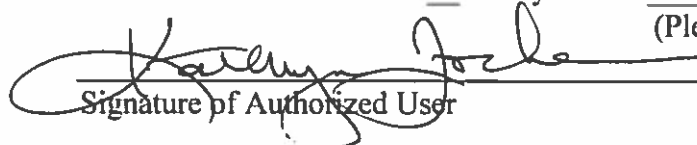
Please indicate if you wish to continue with existing phone number as currently issued by the county.

YES ☒ NO ☐ If, yes, please list the phone number: 785-706-1580

Portable Communication Device Allowance Plan: ☐ \$25 ☐ \$40 ☒ \$65 Data Enabled

☐ Authorized to use personal portable communication device for business use reimbursed at a rate of \$.25/minute.

Name of Authorized User: Kathryn Focke
(Please print)


Signature of Authorized User Date

Phone # 785-706-1580

Department Head Approval: _____

Board of County Commission Approved Data Enabled Portable Communication Device

Signature of Chairman Date

Note: Please keep a copy of this certificate for your records and send the original to the County Human Resource Manager.



COUNTY CLERK & ELECTIONS
Project Update

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Tami Robison, Budget & Finance Officer
MEETING: January 4, 2021
SUBJECT: Amend CIP Projects for Window Trim on Courthouse
PRESENTER: Leon Hobson, PE, Director of Public Works

This is a request to approve CIP amendments to the following project:

18-18 PW005 -- Window Trim on Courthouse

POSSIBLE MOTION(S)

Move to approve

Move to deny

Enclosures:

- CIP Amendment Courthouse windows (PDF)

**RILEY COUNTY CAPITAL IMPROVEMENT PROGRAM
CIP PROJECT AMENDMENT FORM**

CERTIFICATION OF PROJECT AMENDMENT

Project: COURTHOUSE WINDOWS

Project #: 18-18PWOOS

Department: PUBLIC WORKS

Date: 12-29-2020

Approved Project Cost: \$ 180,000.00

Project Amendment #1: (140,720.00)

Revised Total Project Cost: \$ 39,280.00

7-6-2020

Amendment Date

Project Amendment #2: \$ 22,659.58

Revised Total Project Cost: \$ 61,939.58

12-21-2020

Amendment Date

Project Amendment #3: \$ -

Revised Total Project Cost: \$ -

Amendment Date

CASH: (Only required if cash is increased by amended amount)

Cash Available: \$ -

☐ This project is funded as amended.

☐ This project is not funded as amended.

Signatures:

#1 Shilo Heger, Riley County Treasurer

#2 Shilo Heger, Riley County Treasurer

#3 Shilo Heger, Riley County Treasurer

BUDGET: (Only required if budget authority is increased by amended amount)

Budget Available: \$ -

☐ This project is funded as amended.

☐ This project is not funded as amended.

#1 Rich Vargo, Riley County Clerk

#2 Rich Vargo, Riley County Clerk

#3 Rich Vargo, Riley County Clerk

APPROVAL: (Required)

Approved Amount: \$ -

☐ This project is funded as amended.

☐ This project is not funded as amended.

#1 Chairman

#2 Chairman

#3 Chairman

Attachment: CIP Amendment Courthouse windows (10205 : Amend CIP Project)

department heads as requested.

13. Pending County Projects County Counselor
14. Second Amendment Adding City of Riley to Radio Communication Systems User Agreement Effective January 25, 2018

Holeman presented the Radio Agreement amendment adding the City of Riley.

Move to approve the Second Amendment Adding City of Riley to Radio Communication Systems User Agreement Effective January 25, 2018.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Ronald Wells, County Commissioner
AYES:	Wells, Rodriguez, Ford

10:30 AM Gary Rosewicz, Assistant County Engineer

15. Courthouse Window Repairs

Rosewicz presented the Courthouse window repair/replacement.

Move to approve R.M. Baril's proposal for repair/replacement of the Courthouse window sills at a cost of \$22,659.58, to be funded from CIP as part of the original project.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald Wells, County Commissioner
SECONDER:	John Ford, County Commissioner
AYES:	Wells, Rodriguez, Ford

10:45 AM Executive Sessions to discuss department head evaluations

10:45 AM 16. Michael Boller, Noxious Weed Director

Move that the County Commission, including Chairman Rodriguez, Commissioner Ford, and Commissioner Wells, recess into executive session on a performance matter involving non-elected personnel, an exception to the Kansas Open Meetings Act, to protect the privacy of



PUBLIC WORKS
Project

John Ellermann
Public Works
Director/County Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Leon Hobson, Interim Public Works Director
MEETING: December 21, 2020
SUBJECT: Courthouse Window Repairs
PRESENTER: Gary Rosewicz, Assistant Public Works Director

BACKGROUND

Mid-Continental Restoration Co. was hired to clean the Courthouse exterior and paint the windows. During the cleaning process, it was determined a good number of the window sills had deteriorated to the point they must be repaired or replaced prior to painting.

R.M. Baril has performed a number of projects for us at the Courthouse including work on the window interiors and window replacement on the 1st floor. We requested them to inspect the windows and provide an assessment with an estimated cost to repair/replace the damaged sills.

R.M. Baril visually inspecting all 164 Courthouse windows which included the use of a boom lift. This work was done at a cost of \$2695.00.

Additionally, R.M. Baril provided a proposal to replace 12 sills, epoxy stabilize 40 sills, and repair/replace 12 glazing stops (see attached) for a total cost of \$22,659.58.

DISCUSSION

Discuss the proposal from R.M. Baril Co.

Updated: 12/17/2020 9:55 AM by Gary Rosewicz

Page 1

Packet Pg. 58

Packet Pg. 9

Attachment: CIP Amendment Courthouse windows (10205 : Amend CIP Project)

Action Item (ID # 10183)

Meeting of December 21, 2020

14

FISCAL IMPACT

Cost of the proposal as presented is \$22,659.58.

Additional costs may be incurred at the 4 round windows in the attic dorms and the casings around clock faces upon further investigation.

This will be funded through CIP.

RECOMMENDATION(S)

Staff recommends accepting R.M. Baril's proposal.

POSSIBLE MOTION(S)

Move to approve R.M. Baril's proposal for repair/replacement of the Courthouse window sills at a cost of \$22,659.58.

Enclosures:

- Baril (PDF)

Attachment: CIP Amendment Courthouse windows (10205 : Amend CIP Project)

R. M. Baril

General Contractor, Inc.

12/14/20

Riley County Public Works
6215 Tuttle Creek Blvd.
Manhattan, KS 66503

Attn: Gary Rosewicz
Re: Riley County Courthouse -- Window Repairs

Gary,

As a result of our survey of needed window repairs, we note the following repairs/replacement:

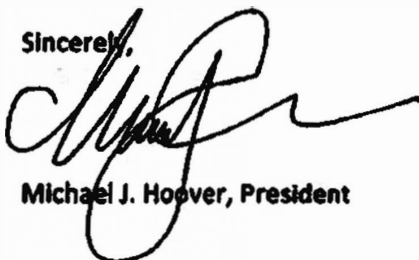
- 12 sills need replacement
- 40 sills need epoxy stabilization/fill
- 12 windows have missing or damaged glass stops

Our estimates for these repairs

- Replace 12 sills: \$5,506.14
- Epoxy Stabilize 40 sills: \$15,370.02 (Includes a few window rails)
- Repair/Replace 12ea. Glazing stops: \$1,783.42

We have noted and been told that the exterior casing trims at the four round windows at the attic dorms and the casing around the clock faces are showing rot and deterioration. These need further evaluation, possibly from inside the attic tower (will get with Jerry when he is available).

Sincerely,



Michael J. Hoover, President

Attachment Baril (10183 : Courthouse Window Repairs)

Attachment: CIP Amendment Courthouse windows (10205 : Amend CIP Project)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: January 4, 2021

SUBJECT: 2021 Indigent Panel Contract

PRESENTER: Clancy Holeman, Riley County Counselor

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Indigent Contract 2021 (PDF)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter “Riley County”) and, _____ an attorney (hereinafter “Attorney”) licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of December 2020.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter “Court Administrator”) is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT**. All terms of Request for Proposal No. 2006-1 are incorporated herein by reference, as though fully set out herein. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

- G. Attorney shall be competent to act as counsel in all of the above-described categories.
2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.
3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for a term of 1 year, at the compensation levels set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on January 1, 2021, and shall terminate on December 31, 2021, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.
- 3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.
- 3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.
4. **COMPENSATION OF ATTORNEY.**
- A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$4,688.02 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in “child in need of care” cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney’s Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st

Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- B. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for “Child in Need of Care” representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- C. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- D. **Appeals.** The aggregate sum of \$10,000.00 will be made available for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$85.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in excess of the hourly rate. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.

Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney’s services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

- 5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the

services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders

representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.

9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the case loads, or in the event of conflict, may deviate from the rotational basis for assignment, in the

Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment.

The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally.

Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.

- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
- (ii.) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2021 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed

by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
 - a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - c) Pre-disbursement Requirements. Attorney must provide to Riley County the

documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

20. **LICENSES, PERMITS, INSURANCE**. Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS**. It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY**. The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

ATTORNEY

By: _____

Signature

_____, Chair

Print Name: _____

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor



COUNTY CLERK & ELECTIONS
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Administrative Assistant II

MEETING: January 4, 2021

SUBJECT: Extension of Existing Contract for Services with Hali Rowland for Communication & Social Media

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Rowland Extension (DOCX)



Extension of Existing Contract for Services

This is an extension of the existing contract for services between Hali Rowland and the Riley County Government for communication/ social media services. Ms. Hali Rowland will be referred to as "Contractor" throughout this document. The Riley County Government will be referred to as "the Client". All parties agree to the following:

1. **SERVICES:** The Client requires a communication professional to assist with professional, timely, and accurate public information services including public relations, social media management, media relations, and educational marketing. The Contractor agrees to perform such services personally subject to all terms and conditions of the existing contract for services between the parties.
2. **TERM:** It is mutually agreed that the existing contract for services between the parties is hereby extended to January 15, 2020, subject to all other terms and conditions of the existing contract for services between the parties.

By signing this document both parties represent and agree this document is the final terms agreed upon by all involved and their duly authorized personnel.

Hali Rowland

12/29/2020

Hali Rowland

Date

Contractor

Hali Rowland Communication

Client

Riley County Government

Attachment: Rowland Extension (10208 : Contract for communication and social media)



COUNTY CLERK & ELECTIONS
Boards

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Administrative Assistant II
MEETING: January 4, 2021
SUBJECT: Law Board appointments
PRESENTER: County Commission

The following motion was made Monday, December 21, 2020:

Move to appoint Commissioner Ford (County Commissioner), Craig Beardsley (County resident), and Robert Ward, Jr. (City/County Alternate) as Riley County Law Board appointments.

Enclosures:

- Memo Re Alternate Term on Law Board (PDF)



County Counselor
 Department of Administrative Services
 115 North 4th Street, 3rd Floor West
 Manhattan KS 66502
 Phone – 785/565-6844
 Fax – 785/565-6847

MEMORANDUM

TO: Board of County Commissioners, Rich Vargo, Riley County Clerk

FROM: Clancy Holeman, Riley County Counselor

DATE: Monday, January 4, 2020

SUBJECT: Appointments to the “Alternating Term” on the Riley County Law Enforcement Agency (“Law Board”)

It is now Riley County’s “turn” to make an appointment to the single “alternating term” on the Law Board. K.S.A. 19-4427(2) and K.S.A. 19-4427(2)(F), when read together, provide Riley County (and the City of Manhattan) a clear rule when making their appointment to that “alternating term”:

“(2) The Riley county law enforcement agency shall have seven members who shall be selected in the following manner:

...

(F) **one member** appointed, on alternating terms, by the governing body of the city of Manhattan and the board of county commissioners of Riley county **which member shall be a member of the governing body of the appointing authority.**” (Bold type added.)

Whenever a statute is unambiguous, the well-settled law in Kansas is the “plain English” of such statute must be followed. Another way of saying the same thing is that no court’s “interpretation” of an unambiguous statute is appropriate. This means a court cannot lawfully read a plain and unambiguous statute to mean anything such statute doesn’t explicitly say. And a court must follow such a statute even if the court believes better “missing language” should be added, or bad “included language” should be left out. Simply put, in Kansas courts are **not** allowed to re-write **an unambiguous statute** to reach a result the courts believe is “better.”

Attachment: Memo Re Alternate Term on Law Board (10201 : Law Board Appointments)

In my opinion, the above statute is absolutely clear and unambiguous. *Its plain English in bold type above means what it says.* Whenever **either** Riley County or the City of Manhattan take their “turn” to make an appointment to the “alternating” position on the Law Board, their appointed person must qualify as “a member of the governing authority” (a member of the City Commission when the City takes its “turn”; a member of the County Commission when Riley County takes its “turn.”)

I have examined both the Kansas Attorney General Opinions and all Kansas reported cases, including both state and federal trial and appellate courts. None of those sources have ever interpreted the above specific portion of the law board statute. So there’s no existing Kansas legal authority suggesting a different result in this matter.

In my opinion, the above law requires that the Board of County Commissioners appoint a sitting member of the County Commission to the “alternating term” on the Law Board.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 07, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Vice Chair](#)

[District 2 – Marvin Rodriguez, Chair](#)

[District 3 – Ronald Wells, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Shelly Williams, Community Corrections Director

1. Staff update

9:15 AM

Michael Boller, Noxious Weed Director

2. Staff update

9:30 AM

Greg McHenry, Appraiser

3. Staff update

9:50 AM

Craig Cox, Deputy County Counselor

4. Lynn Blecha 50/50 cost share paving contract for Thomas Wiard Road

10:00 AM

Amanda Smeller, Planning/Special Projects Director

5. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

Adjournment

Attachment: 01-07-21 tentative agenda (10175 : Tentative Agenda)

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 01-07-21 tentative agenda (10175 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 11, 2021**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Vice Chair](#)

[District 2 – Marvin Rodriguez, Chair](#)

[District 3 – Ronald Wells, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Swear in Riley County elected officials

Reorganization of the Board of County Commissioners

Public Comment

Commission Comments

Business Meeting

1. Proclamation for Martin Luther King, Jr. Day

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

2. Year to date budget and expenditure reports

9:15 AM

Discuss List of Boards the Commissioners Serve On

9:30 AM

Press Conference

3. Proclamation for Martin Luther King, Jr. Day - John Ford, Susanne Glymour and Kevin Bryant (3-5 minutes)

9:45 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Executive session to discuss confidential legal advice regarding potential litigation issues

10:05 AM

Break

Attachment: 01-11-21 tentative agenda (10175 : Tentative Agenda)

10:10 AM John Ellermann, Public Works Director/County Engineer

5. Project update

10:40 AM Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

11:00 AM Cheryl Collins, Museum Director

7. Staff update

12:00 PM County Officials Luncheon

Adjournment

Announcements

Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, January 12, 2021 (JF).

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

Clancy Holeman
Counselor/Director of
Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Administrative Assistant II

MEETING: January 4, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 01.04.2021 (DOC)

PENDING COUNTY PROJECTS ▪ January 4, 2021
Submitted by Clancy Holeman, Riley County Counselor
Changes from previous meetings are shown in italics.

NOTE: The below is not intended to be a comprehensive list of all “pending” departmental projects underway. Instead, it represents an ongoing snapshot of the current status of selected pending projects which have either consumed significant staff time; involve county issues of widespread significance, or which have been added to this list by the BOCC.

COMMISSION LIST

Matters Reviewed Since Last Project List Submitted:

1. Finalize draft of Fairmont Heights Sewer Benefit District Service Agreement and provide to City of Manhattan staff for review. Receive returned Agreement from City. Solicit and receive input from staff working group. Schedule county working group meeting for Friday, July 6, 2018.
2. Relay potential claim information to liability insurer.
3. Email and phone exchange with outside consulting engineer to finalize Engineering Agreement with Riley County for Fairmont Heights Sewer Benefit District; Draft CAR for final version and arrange for consulting engineer to provide originals for signature by BOCC July 5th.
4. Respond to working group inquiry about potential signage on private road. Review staff working group responses on same issue.
5. Update draft indemnity agreement for 2018 County Fair and transmit to Extension Director for review and further update. Communicate with Extension Director, then insurance company representative, for revision of certificate of insurance to provide coverage on appropriate dates. Provide agreement to Extension for circulation and signatures.
6. “Dark Store” Commercial Real Property Appraisal Theory: A local working group composed of two members of our state legislative delegation and staff from Riley County, the City of Manhattan and Pottawatomie County is scheduled to meet initially July 11, 2018. The goal is to develop legislation to address this “hypothetical” appraisal theory which, on commercial properties, represents potentially huge reductions in the property tax base for local governmental entities, a resulting shift of that tax liability to residential properties, along with local government exposure to refunds with interest from the counties’ general funds.

Staff and Departmental Meetings Attended Since Last Project List Submitted:

1. Discussion of Health Department electronic medical records and potential transition to vendor selected by consortium of regional health departments. Initial conversation on multiple issues. Staff discussion scheduled for Friday, July 6th, 2018.
2. Review Agenda items for BOCC public meeting of July 5, 2018.
3. Public Works--Carson Mobile Home Park Sewer Benefit District—sewer system improvement KDHE loan application. Met with Public Works and Budget and Finance on April 26, 2018. Conference call made to KDHE. I will provide draft of revised KDHE form contract and cover letter to Public Works week of May 7, 2018. Public Works submitted on May 10, 2018 its proposed changes to the KDHE form contract.
4. Emergency Management—Fort Riley meeting on development of tower site lease agreement held April 25, 2018. Fort will develop memorandum for Bank confirming the Fort supports this project “in principle.” All other details will remain to be worked out. Our joint theory is this memo will help financing institution go forward with closing on the loan for the entire project, even if the tower lease

with Fort Riley cannot be executed before that closing—because of the need for Corps. of Engineers’ development of a lease agreement for the use of Fort Riley’s radio tower site. Significant time expended during week of May 7, 2018 in order to finalize concepts for our tower lease agreements, including 1½ hour telephone conference May 9, 2018, with bond counsel, lawyer for financing institution and Fire Chief. Final proposed tower lease agreements were distributed.

Valleywood ROW Obstructions: Letter mailed giving the party placing obstructions in the township road ROW 15 days to remove or it will be removed by County Engineer, pursuant to statute. Deadline for removal of obstructions close of business, May 3, 2018.

Firing Range: Response due from landowner by May 10, 2018. Contacted by different counsel for landowner. Toured range with counsel for land owner.

Countywide Emergency Radio Communications System Upgrade: Established contact with federal legislative delegation members—requesting information on any available federal funding to help defray portion of total project cost—since NBAF labs and associated facilities will benefit from interoperability of improved emergency radio communications ability.

BOCC v. Archer: On April 4, 2018 District Court denied Archer’s motion to sanction me for alleged misconduct, at the close of his evidence over two days. The District did so when we made a motion for judgment as a matter of law, based upon our theory we had no reason to provide evidence, given the nature of Defendant’s evidence. We have provided a Supreme Court Rule 170 demand that Defendant’s counsel sign our journal entry or it will be submitted to the Court for consideration. Defendant’s Supreme Court Rule deadline to provide us with any objections to that journal entry was close of business, Thursday, April 26, 2018. When no response was received by opposing counsel, our journal entry was submitted to the Court pursuant to the foregoing Supreme Court Rule, un-signed by Defendant’s counsel. It was approved and signed by the Judge. That final journal entry has now been filed in the case.

Household Hazardous Waste: I provided the BOCC for signature Monday, December 12th the resolution necessary to add Marion County as a member of the Regional HHW Program. The Board signed that document. Director Dennis Peterson will offer that resolution as a template to the other 10 current members of the Program. Each one of them is required to pass a similar resolution in order to allow Marion County membership. Once all those resolutions are passed, the most recent version of the underlying interlocal agreement must be submitted to the Attorney General for review and approval. I’ve discussed with Dennis the fact that we will need to have each signing county provide proof of their resolution adoption and publication before submitting the interlocal agreement to the Attorney General. That office no longer has copies in its files of the original interlocal agreement this current agreement amends. That’s because they were disposed of according to the Attorney General’s record retention schedule. Weeks of April 3, 10, 2017: Drafting cover letter to A.G. to accompany documents from various counties showing interlocal ready for approval. I anticipate completing this cover letter and transmitting the agreements for review in July, 2018.



PUBLIC WORKS
Budget

John Ellermann
Public Works
Director/County Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director
MEETING: January 4, 2021
SUBJECT: Fund Transfer from Public Works to CIP
PRESENTER: John Ellermann, Public Works Director

BACKGROUND

Transfer of funds to the CIP for a project in Ogden Park.

DISCUSSION

Discussion of the fund transfer.

FISCAL IMPACT

Fiscal impact is \$3,750.28.

RECOMMENDATION(S)

Staff recommends the approval of the transfer.

POSSIBLE MOTION(S)

Move to approve the transfer of \$3,750.28 to the CIP.

Move to deny the transfer.

Enclosures:



HEALTH DEPARTMENT
Contract

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: January 4, 2021

SUBJECT: Approval of Medical Director Contract for 2021

PRESENTER: Julie Gibbs

RECOMMENDATION(S)

Recommend to sign the contract for 2021.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Medical Director Contract 2021 (PDF)

Agreement
Medical Director Consultation and Services
January 1, 2021 to December 31, 2021

This agreement is made and entered into between the Riley County Health Department, hereinafter referred to as the "RCHD" and Cary Herl, MD, hereafter referred to as "Consultant".

Whereas, the RCHD will contract with the Consultant to serve as a Medical Director to direct the RCHD Administrator on program and related medical and professional matters per K.S.A. 65-201. It is mutually agreed between these two parties that:

The Consultant will:

1. Serve as the Medical Director for the all services provided through the Public Health Clinic with the exception of the Family Planning Program.
2. Review patient records once a quarter or more frequently as requested by the Clinic Nursing Supervisor.
3. Provide medical consultation to the RCHD Administrator, Nursing Supervisor or designees responding to requests within 24 hours of email, telephone call, or message left with office personnel.
4. Attend quarterly meetings with RCHD Administrator and designated staff.
5. Review and provide standing orders for the Public Health Clinic and Maternal and Child Health Program.
6. Provide a copy of Certificate of Insurance annually to the RCHD Administration.

The RCHD will:

1. Compensate the Provider the following:
 - a. \$250 per month for consultation and services.
 - b. Schedule quarterly meetings with the Medical Director.
 - c. Include the Medical Director on all correspondence relevant to disease investigation, public health emergencies, community health, or pertaining to the actions by the Local Health Officer.

Disclaimer of Liability:

1. The Provider will not be considered an employee of Riley County. Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by the county. The Provider shall receive no county employee benefits and will adhere to Riley County policy as is relevant to independent contractors.
2. The RCHD is not liable for the services or consequences of services provided by the Medical Director. The Medical Director shall hold the RCHD harmless or indemnify it against any and every liability arising out of services provided by the Medical Director under this agreement. The RCHD shall not be responsible for payment of attorney fees incurred by the Medical Director or patients.

served under this agreement.

Arbitration and Damages:

Notwithstanding any language to the contrary, no interpretation of this agreement shall be allowed to find the RCHD has agreed to binding arbitration or the payment of damages or penalties upon the occurrence of any event.

Insurance – License:

The Medical Director shall have a malpractice insurance policy with limits not less than those prescribed in K.S.A. 40-3402 and will meet all requirements to practice medicine in the State of Kansas, including all appropriate licensure.

This contract may be amended by mutual written agreement of the parties. Additional services Requested of the Provider and not covered by this agreement will require another contractual agreement.

This contract may be immediately terminated by Riley County or consultant upon verbal or written notice.

PROVIDER:

By: 

Cary Herl, MD
1133 College Ave D 200
Manhattan, KS 66502
785-539-0800

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Ronald Wells, Chairman

ATTEST:

Rich Vargo
Riley County Clerk

(SEAL)

Attachment: Medical Director Contract 2021 (10202 : Medical Director Contract)

KaMMCO
KANSAS MEDICAL MUTUAL INSURANCE COMPANY
TOPEKA, KANSAS

623 S.W. Tenth • Topeka, KS 66612-1892

785 / 232-2224 • 1-800-232-2259

FAX: 785 / 232-4704

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy below.

POLICY NUMBER: MPL0024760

POLICY HOLDER SINCE: 08/07/1997

FOR THE PERIOD FROM 01/01/2021

12:01a.m.

TO 01/01/2022

12:01 a.m.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

NAME AND ADDRESS OF HEALTH CARE PROVIDERS:

Cary J. Herl, MD
 1133 College Ave Ste D200
 Manhattan, KS 66502

This is to certify that the policy of professional liability insurance listed above has been issued to the Health Care Provider named above for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such professional liability policy. The limits of liability for the Health Care Stabilization Fund (HCSF) are based upon the limits option selected by the Health Care Provider as shown in the company's records at the date of issuance of this Certificate of Insurance.

	LIMITS OF LIABILITY			
	KaMMCO	HCSF Option 3	Excess	TOTAL
Each Claim	\$200,000	\$800,000	\$0	\$1,000,000
Annual Aggregate	\$600,000	\$2,400,000	\$0	\$3,000,000

Nikki Cross & Sparan

AUTHORIZED REPRESENTATIVE

11/04/2020

DATE OF ISSUE



PLANNING & DEVELOPMENT
Public Hearing

Amanda Smeller
Planning/Special Projects
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6332

RESOLUTION

FROM: Bob Isaac

MEETING: January 4, 2021

SUBJECT: Public Hearing to rezone a tract of land from "AG" (Agricultural District) to "R-PUD" (Residential Planned Unit Development and preliminary plat the tract into 18 lots.

PRESENTER: Bob Isaac, Planner

BACKGROUND

See staff report.

DISCUSSION

See staff report.

FISCAL IMPACT

None is anticipated.

ALTERNATIVES

- . Approve the measure
- . Deny the measure
- . Modify or develop alternatives if other concerns or factors arise
- . Schedule work session to discuss issue further

RECOMMENDATION(S)

RILEY COUNTY PLANNING BOARD

On December 14, 2020, the Riley County Planning Board forwarded a recommendation to the Board of County Commissioners of Riley County to approve the request to rezone the subject

property from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development) for reasons listed herein.

The Board also approved the Preliminary Plat of Peterson Ranch Unit One, including the request to reduce the required Agricultural Buffer from 200 feet to 150 feet, as it was determined that all requirements of the Riley County Subdivision Regulations, Zoning Regulations and Sanitary Code have been met.

STAFF RECOMMENDATIONS:

Staff recommends the Board of County Commissioners approve the request to rezone the subject property from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development), as it has been determined that the development plan meets the minimum requirements of the Riley County Zoning Regulations, Riley County Subdivision Regulations and the Riley County Sanitary Code. Staff recommendation is based on the following findings:

The proposed development is in general conformance with the 2015 Manhattan Urban Area Comprehensive Plan and the Vision 2025: A Comprehensive Plan for Riley County, Kansas;

In order to minimize urban-rural conflict between proposed residential uses and existing agricultural uses, a 150-foot agricultural buffer has been included along the boundary of the entire tract, as per Section 21-C - Development Standards of the Riley County Zoning Regulations; and

An Agricultural Protection Easement is required to be filed along with the Final Plat.

POSSIBLE MOTION(S)

ACTION NEEDED FOR REZONING (AG to R-PUD):

- . **Move** to sign Resolution 010421-_____ approving the request to rezone an unplatted tract of land from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development).
- . **Move** to sign Resolution 010421-_____ denying the request to rezone an unplatted tract of land from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development).
- . **Move** to table the request to rezone the described property to a specific date, indicating the reasons for tabling.

Enclosures:

- Staff Report (PDF)
- RCPB Minutes (PDF)
- Resolution Approve (PDF)
- Resolution Deny(PDF)



PLANNING & DEVELOPMENT

STAFF REPORT

Planned Unit Development/Plat

PETITION: #20-0064

APPLICANT: Peterson Ranch LLC
6131 Tuttle Terrace
Manhattan, KS 66503

PROPERTY OWNER: Lynn A. Blecha Trust
Lynn A. Blecha
6130 Tuttle Terr
Manhattan, KS 66503-9005

REQUEST: Rezone a tract of land from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development and preliminary plat the tract into 18 lots.

SIZE OF TRACT: The subject site is approximately 174.01 acres.

LOCATION: Generally located approximately 900 feet north of Tuttle Creek Boulevard, at the northern terminus of Thomas Wiard Road; Sections 21 and 22, Township 9 South, Range 7 East; Grant Township.

JURISDICTION: This application is subject to the requirements of Riley County Subdivision Regulations.



BACKGROUND: The applicant purchased the subject property in April 2020 with the intent of developing it into several very-low density single family residential lots. If the request is approved, the applicant intends to file restrictive covenants along with the Final Plat of the property and form a Home Owner's Association.

DESCRIPTION:

Physical site characteristics: The subject property is a mix of rolling hills, native grasses and wooded ravines and has been used primarily for pasture.

General character of the area: The general character of the area is predominantly agrarian.

SUITABILITY OF ZONING:

Zoning History: The subject site has been zoned agricultural at least since 1974; the time of the Riley County Zoning Conversion Process. There are no variances, conditional uses or special uses associated with the property.

Proposed zoning: The applicant wishes to rezone subject property from "AG" (Agricultural District) to "R-PUD" (Residential Planned Unit Development) to allow for a custom single family residential development.

SURROUNDING ZONING/LAND USE		
	ADJACENT ZONING	LAND USE
NORTH	"AG Agricultural District"	Pasture/open space
SOUTH	"AG Agricultural District" and "SF-4" (Single Family Residential	Residential
EAST	"AG Agricultural District"	Residential
WEST	"AG Agricultural District"	Residential/pasture

DETAILS OF DEVELOPMENT PLAN:

Permitted Uses and Structures:

1. Single family residences: Site-built homes only (all are custom homes built on site from plans).
2. Accessory structures, subject to the requirements of the Riley County Zoning Regulations. Calculations for maximum allowable floor area shall utilize the AG zoning designation. Buildings used to house livestock or horses shall be included in the calculation of total allowable floor area and maximum number of detached accessory structures. Such structures may include pre-engineered metal buildings (not for habitation) used to store and protect equipment, animals, feedstuffs, boats, RVs, or used as a workshop for personal hobbies.
3. Home occupations as per the Riley County Zoning Regulations.

General Notes:

1. Bearings used on this survey are based on the North line of the Northwest Quarter of Section 21-T9S-R7E assumed to bear N. 89°29'36" E.
2. No gaps and/or overlaps were found on this property.

3. Easements, setbacks, restrictions or encumbrances of record, if any, affecting the title to this tract are shown to the best of our ability.
4. Contours shown hereon are existing based on Lidar from DASC. Proposed contours to remain as close to existing as possible and drainage shall be primarily directed to ravines running through the property.
5. If entrance pipes are needed to access internal lots, they shall be designed in accordance with the Riley County Standards and Specifications. Minimum pipe size shall be 15-inch diameter.
6. All drives and parking areas shall consist of all-weather surfacing including crushed stone or gravel. Each lot shall have its own drive.
7. Site and all uses therein shall be in compliance with the Riley County Sanitary Code. The site shall be served by Rural Water District #1 for all potable water supply needs.
8. All utilities shall be underground.
9. All proposed lighting shall have directional control or appropriate cut-offs to minimize spillage and light trespass.
10. Existing areas with native tree stands, as shown hereon shall remain intact as much as possible to retain the existing beauty and character of the property and to act as an audio and visual buffer to surrounding properties. Within these areas trees may only be selectively removed for:
 - a. Creating space for vehicle driveways or hiking, biking trails, or approved wastewater systems. Trees may also be removed to make space for residences, yards and or other additional permitted structures.
 - b. Removal of dead or fallen trees, or planting additional trees or shrubs shall comply with Table 3: Undesirable Trees and Shrubs of Section 21C-Development Standards of the Riley County Zoning Regulations.
11. Owner must file an Agricultural Protection Easement document with the Final Plat.
12. A 150-ft Agricultural Buffer, as shown, shall be subject to the Development Standards of the Riley County Zoning Regulations.
13. No common areas are proposed at this time.
14. The proposed streets of the development shall be subject to the minimum requirements of the Riley County Standards for Roadway Design in Platted Areas.
15. As per written agreement with the County Engineer:
 - a. 8 inches of AB-3 surfacing material is allowed to be utilized for initial rock roads (internal subdivision roads).
 - b. The paving of Thomas Wiard Road (that part extending north from Tuttle Creek Boulevard to the south line of the NE ¼ of Sec. 21, T9S, R7E) may be delayed until such time as paving of the internal roads of the subdivision. Such delay shall not extend beyond one (1) year from the filing of the Final Plat.
 - c. The shouldering of the rock roads may be delayed until paving occurs, as long as the edge drop-off is two (2) inches or less and the paving is completed within one (1) year from the filing of the Final Plat.

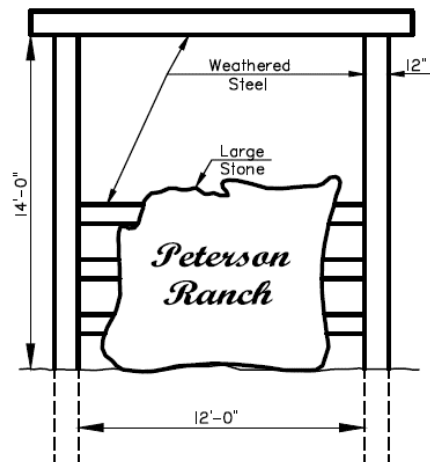
Use Limitations:

1. Non-commercial Solar Energy Conversion systems are allowed.
2. One small Wind Energy Conversion System shall be allowed on Lots 2, 4, 6, 10, and 14 only, with a maximum height of 70 feet (measured from the base to blade tip).

3. Outdoor storage is not allowed between the entrance of the lot and the front of the home. Storage of items including unused or inoperable vehicles or machinery must be behind screening or within an accessory building.
4. Only site-built custom homes allowed. No manufactured or mobile homes. All buildings shall be located within the Building Envelope. Mobile or manufactured homes, truck trailers/bodies, railroad cars, RVs, buses or shipping containers shall not be used as accessory buildings.
5. Stock animals, such as horses, cows, pigs, sheep, goats or similar animals shall be limited to five (5) total per lot. Poultry shall be limited to 12 fowl (chickens, ducks, guineas, geese, etc.). Roosters are prohibited.
6. Buildings used solely for the housing of livestock or horses shall not exceed a sidewall height of 16 feet.
7. Licensed or registered day care services are not allowed.
8. Group homes, as defined by the Riley County Zoning Regulations, are not allowed.
9. Churches, synagogues, temples and chapels are not allowed.
10. Businesses involving equine fitting, riding/training lessons or demonstrations are not allowed.
11. Businesses providing fitting, riding or roping activities involving cattle are not allowed.
12. Nurseries or gardens intended to yield fruits, vegetables, nuts or flowers for sale, or to be processed into beverages or food products for sale, are not permitted.
13. Commercial parks, playgrounds, golf courses, swimming pools and recreational buildings are not allowed.

Proposed Entrance Sign:

1. A temporary 4'x8' sign shall be erected at the east side of the entrance to the property to show and advertise the lots.
2. A permanent subdivision identification sign shall be placed north of the temporary sign on the east side of Thomas Wiard Road, near the entrance to the property.
3. The sign shall be constructed of weathered steel and native stone with the words Peterson Ranch in offset lettering. The stone portion of the sign will be illuminated by solar powered floodlights.



Schedule for Improvements:

- 1 – Improve/realign that part of Thomas Wiard Road extending 900 feet north from Tuttle Creek Boulevard to the south line of the NE ¼ of Sec. 21, T9S, R7E, to County standard 2021-2022.
- 2 - Construction of internal roads of the development 2021-2022.
- 3 - Construction and installation of rural water lines and providing service to each of the lots 2021-2022.
- 4 – Individual lot development 2021-2026.

POTENTIAL IMPACT:**Public facilities and services:**

Streets and bridges: The proposed development will have direct access to Thomas Wiard Road, a two lane gravel road, maintained by Wildcat Township. The applicant is proposing to extend Thomas Wiard Road northerly then easterly across the tract, to serve as the primary internal street of the subdivision. A secondary internal street, cul-de-sac (Valley View Circle) is also proposed, which will connect to the proposed extension of Thomas Wiard Road, serving several lots in the northern portion of the development. The County Engineer has agreed that, in anticipation of the formation of a paving district, to occur within one (1) year following approval of the final plat, to pave all of Thomas Wiard Road and all other internal streets of the subdivision, eight (8) inches of AB-3 aggregate can be utilized as the surface material in the construction of said roads.

Water and sewer: The subject site shall be served by Rural Water District #1. There is a 6-inch line that transects the southern portion of the parent tract. It is proposed that a second line, either 4-inch or 6-inch, will be installed along the right-of-way of proposed Thomas Wiard Road and Valley View Road. The new line will have clean-outs or “fill points” in certain locations.

Each lot will be served by an on-site septic system or wastewater stabilization pond, depending on the soil conditions and slope of the lot.

Fire: Riley County Fire District #1 will serve the site. The Tuttle Creek Fire Station (Station #12), located at 4120 Hwy 13, will serve as the primary responder to the site. An emergency turnaround has been included approximately every 1000 feet; one on Lot 2 and one on Lot 4, from the proposed extension of Thomas Wiard Road. The subject site is located within five (5) road miles of a fire station.

Effect on public facilities and services: It is not anticipated that the proposed development will have an adverse impact on public services.

Effect on nearby property:

With the specific use limitations noted on the Preliminary Development Plan, restricting the type and density of residential development, it is not anticipated that the proposed development will have an unreasonable adverse impact on nearby property.

CONFORMANCE TO THE LAND USE PLAN:

The subject site is located within the study area of the 2015 Manhattan Urban Area Comprehensive Plan, specifically within the Northwest Planning Area. The projected land use for the subject property is Potential Growth Area (contingent upon preparation of a detailed plan for circulation and infrastructure provision). This map indicates the subject site is projected for residential uses (see Figure 1). According to the Special Planning Area policies found in Chapter 11 of the Plan:

“WUS-24-2: Potential Growth Area Consider future development within the Potential Growth Area, as defined on the Future Land Use map, contingent upon preparation of a detailed master plan that addresses vehicular circulation—internal to the site, as well as connections to US-24 and other connection points, as appropriate; provision of water/wastewater infrastructure; stormwater drainage; relationship to existing development; and other site considerations. Properties adjacent to the highway are intended to be industrial, research, or commercial. Beyond the first tier of properties north of US-24, uses within the Potential Growth Area are intended to be primarily low-density rural residential.”

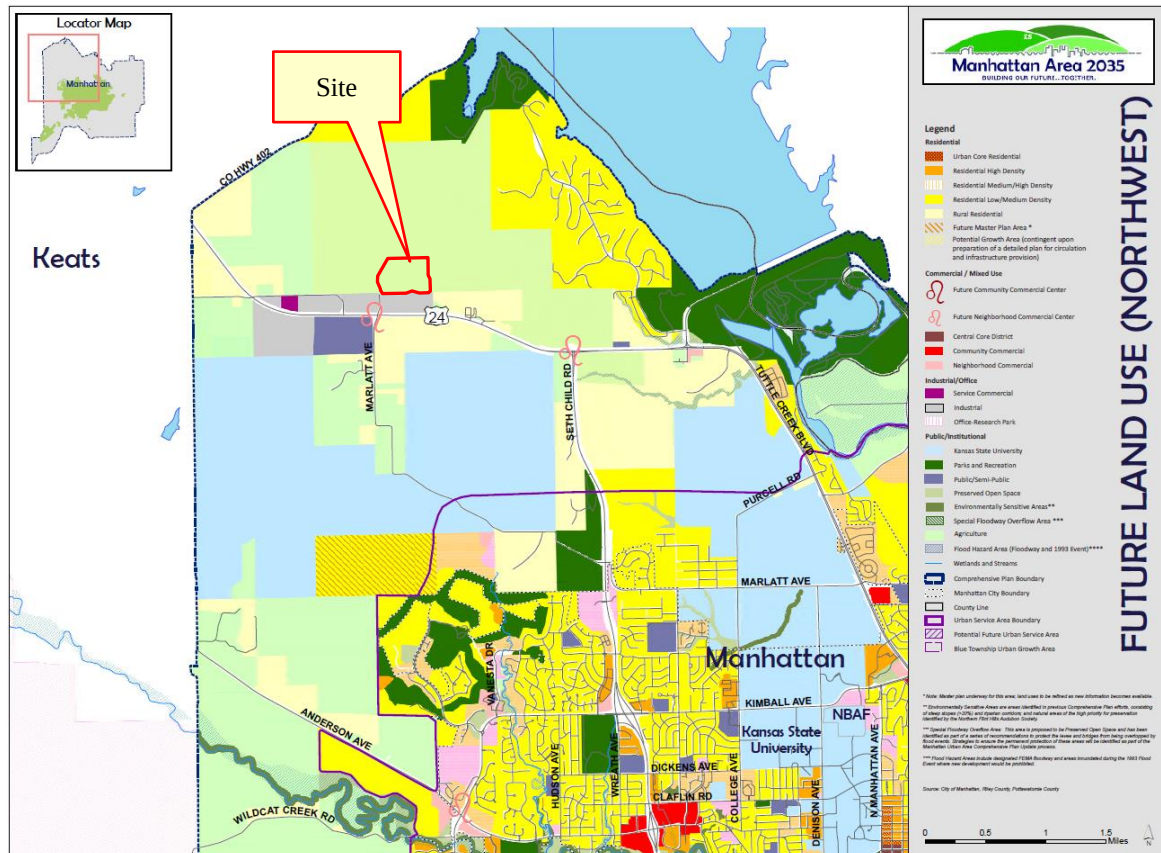


Figure 1. Future land use map (northwest)

Staff analysis: The request conforms to the goals and objectives of the 2015 Manhattan Urban Area Comprehensive Plan.

The request was also reviewed with the 2009 Vision 2025 Riley County Comprehensive Plan, specifically the Development Guidance System (Chapter 12).

Conformance to the Goals, Objectives and Policies

Goal for residential:

To allow for the development of a diversity of housing types, sizes and price levels to meet the changing needs of all county residents.

Objective R4: Allow for adequate amounts of single family housing in suitable locations throughout the county.

Policies:

R4.2 Roads serving residential developments should safely accommodate anticipated traffic.

Future Land Use Map

According to the Future Land Use Map Central (Figure 11.2) found in the Plan. Although the subject property is not located within a designated growth area, the future land use map indicates that the subject site is located in a Potential Long-Term Growth Area (contingent upon preparation of a detailed area plan).

The Land Evaluation/Site Assessment (LESA) Score

According to the final score of the LESA analysis, the subject property achieved 4568 points,

which is Strong for Development (see attached LESA). No bonus points were factored into the analysis.

Hardship on the landowner

The Applicant stated that he could endure an “unnecessary hardship” if the request was denied as he has invested much time and substantial finances in the project.

Staff analysis: The request to replat and rezone the subject property is consistent with goals and objectives of the Plan.

Staff analysis: The request to rezone the subject property is consistent with goals and objectives of the Plan.

RILEY COUNTY ZONING REGULATIONS:

Agricultural Buffer: - As per Section 21C – Development Standards of the Riley County Zoning Regulations, a minimum setback for a residence or a structure for animal habitation shall be 200 feet from all property lines adjoining an existing agricultural use. The majority of the lots currently have an adequate buffer, meaning the presence of physical features, such as topography, water bodies, roadways, trees, hedgerows or similar vegetation, sufficient to reduce noise, spray drift and dust, diffuse light, and act as a physical separation to reduce conflict between non-farm and agricultural uses. However, in order to provide some protections from neighboring farming operations, while still accommodating for the restrictive topography of the site, the applicant is proposing a 150-ft. agricultural buffer along the boundary of the subdivision, as per the requirements of Section 21-C – Development Standards of the Riley County Zoning Regulations.

Riparian Buffer: N/A

COMMENTS AND CONCERNS:

ENVIRONMENTAL HEALTH: The Riley County Environmental Health Specialist has reviewed the request and reported that: water to each home will be provided by RCRWD No. 1. Wastewater to each home will be a private on-site wastewater disposal systems. Sixteen of the eighteen soil profile tests have been completed. All 16 tests completed thus far require a raised bed alternative wastewater disposal system or a lagoon (with the removal of a lot of rock and a lot of clay trucked in to build it up two (2) feet). Ten (10) lots require 4" to 13" of good soil trucked in, spread out and let sit one (1) year before installing an alternative system, while six (6) lots have soil that will work for a gravity flow alternative wastewater disposal system. The remaining two soil profile tests will be conducted when time and weather allows; however, based on a cursory evaluation, it is anticipated that the two remaining lots will more than likely need additional soil brought in and raised bed alternative systems be utilized as well.

RILEY COUNTY CONSERVATION DISTRICT: The Director of the Riley County Conservation District was sent a Development Review Memo regarding the request; no reply has been received.

COUNTY ENGINEER: The County Engineer reviewed the request and reported that Public Works allowed the applicant to delay the paving of Thomas Wiard Road up to one year of the signing of the final plat. He said this will allow the subdivision roads to all be paved at the same time. He said Public Works also allowed the applicant to use 8 inches of AB-3 for the rock road base in anticipation of the roads becoming paved. He said further, Public Works allowed the

applicant not to shoulder the rock roads if the edge drop off is two (2) inches or less. He said if more than two (2) inches, shouldering would be required.

EMERGENCY MANAGEMENT: The Director of the Riley County Emergency Management was sent a Development Review Memo regarding the request. Pat Collins verbally suggested to install cleanouts along the proposed extension of Thomas Wiard Road. Mr. Collins also suggested that, due to the proposed length of the proposed extension of Thomas Wiard Road terminating in a cul-de-sac, that there be designated turnarounds built into the design of said extension.

LAW ENFORCEMENT CENTER: A Development Review was sent to the Riley County Law Enforcement Center regarding the request; no reply has been received.

RILEY COUNTY PLANNING BOARD

On December 14, 2020, the Riley County Planning Board forwarded a recommendation to the Board of County Commissioners of Riley County to approve the request to rezone the subject property from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development) for reasons listed herein.

The Board also approved the Preliminary Plat of Peterson Ranch Unit One, including the request to reduce the required Agricultural Buffer from 200 feet to 150 feet, as it was determined that all requirements of the Riley County Subdivision Regulations, Zoning Regulations and Sanitary Code have been met.

STAFF RECOMMENDATIONS:

Staff recommends the Board of County Commissioners approve the request to rezone the subject property from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development), as it has been determined that the development plan meets the minimum requirements of the Riley County Zoning Regulations, Riley County Subdivision Regulations and the Riley County Sanitary Code. Staff recommendation is based on the following findings:

- The proposed development is in general conformance with the 2015 Manhattan Urban Area Comprehensive Plan and the Vision 2025: A Comprehensive Plan for Riley County, Kansas;
- In order to minimize urban-rural conflict between proposed residential uses and existing agricultural uses, a 150-foot agricultural buffer has been included along the boundary of the entire tract, as per Section 21-C – Development Standards of the Riley County Zoning Regulations; and
- An Agricultural Protection Easement is required to be filed along with the Final Plat.

POSSIBLE MOTION(S)

ACTION NEEDED FOR REZONING (AG to R-PUD):

- A. **Move** to sign Resolution 010421-_____ approving the request to rezone an unplatted tract of land from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development).
- B. **Move** to sign Resolution 010421-_____ denying the request to rezone an unplatted tract of land from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development).

- C. **Move** to table the request to rezone the described property to a specific date, indicating the reasons for tabling.

REASONS TO CONSIDER WHEN DECIDING A REZONING PETITION:

- ☐ Is the rezoning compatible with the character of the neighborhood?
- ☐ Is the rezoning compatible with the zoning and uses of properties nearby?
- ☐ Is the subject property not suitable for the uses allowed by the current zoning?
- ☐ Will the removal of the current restrictions by rezoning detrimentally affect nearby property?
- ☐ Has the subject property remained vacant as zoned for a substantial time period?
- ☐ Is the gain to the public health, safety and welfare by denying rezoning not as great as the hardship imposed upon the individual landowner?
- ☐ Is the rezoning consistent with the recommendations of permanent or professional staff?
- ☐ Does the rezoning conform to the adopted comprehensive plan?
- ☐ Will the rezoning detrimentally affect the conservation of the natural resources of the County?
- ☐ Will the rezoning result in the efficient expenditure of public funds?
- ☐ Will the rezoning promote the health, safety, convenience, prosperity and general welfare of the inhabitants of the County?

ATTACHMENTS:

- Vicinity/site map
- Surrounding zoning map
- Fire Station map
- LESA
- Preliminary Development Plan/Preliminary Plat
- Preliminary Utilities and Dimensions Plan
- Landscaping and Grading Plan
- Paving Schedule Adjustment Letter - Hobson

Prepared by: Bob Isaac, Planner
December 16, 2020



VICINITY AND SITE

Peterson

#20-0064

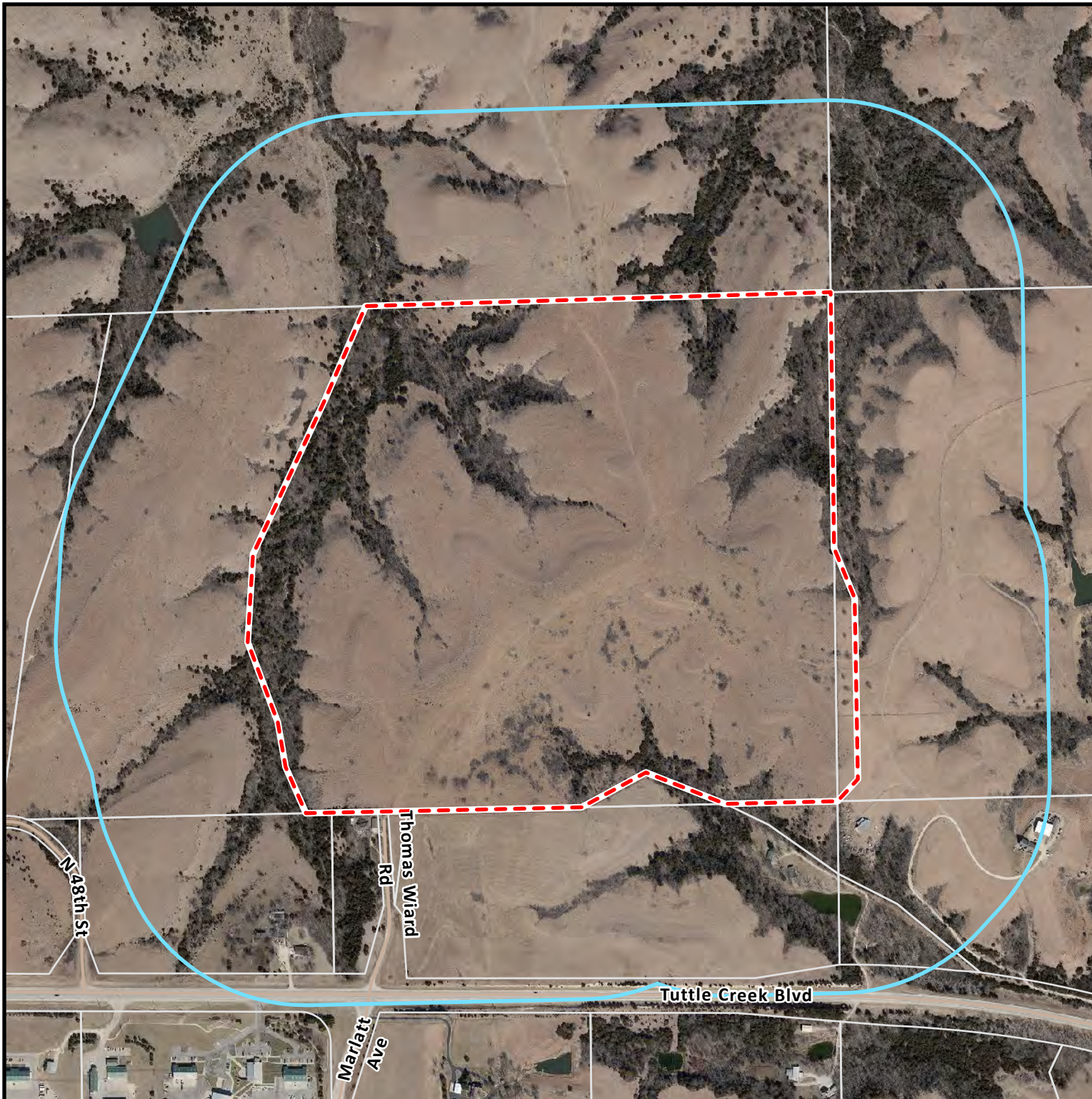
Preliminary Plat
Peterson Ranch Unit One

Rezone
AG to R-PUD

21-9-7

22-9-7

 1000' Buffer
 Site





SURROUNDING ZONING

Peterson

#20-0064

Preliminary Plat
Peterson Ranch Unit One

Rezone
AG to R-PUD

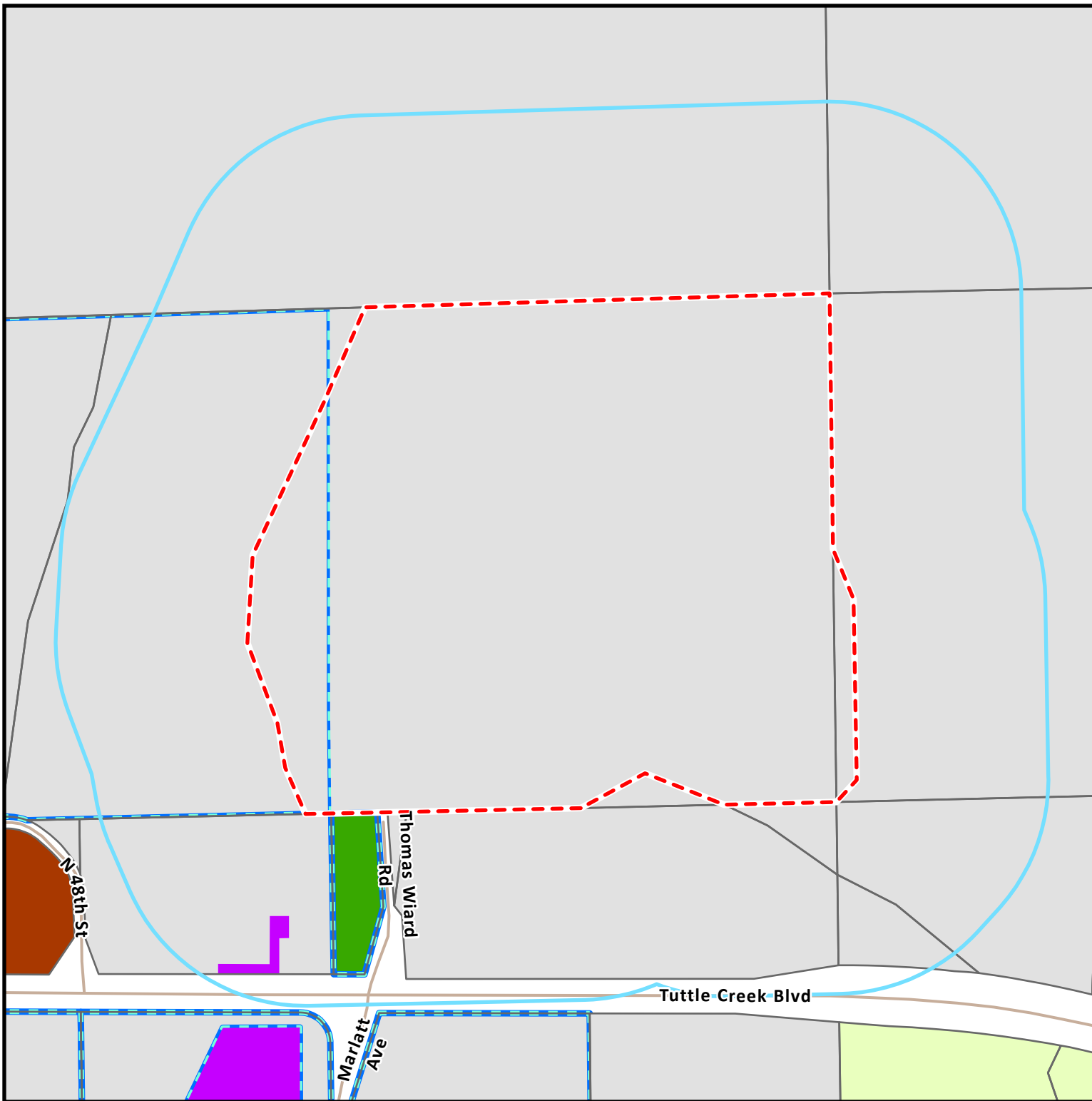
21-9-7

22-9-7

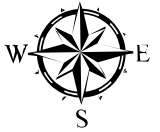
 1000' Buffer

 Site

- AG Agricultural
- AG-R AG/Residential
- B-1 Two Family Residential
- B-2 Multiple Family Residential
- B-3 Mobile Home Park
- C-3 General Business
- C-4 Highway Business
- D-1 Industrial Park
- D-2 Light Industrial
- D-3 Heavy Industrial
- Fort Riley
- N-1 Noise Hazard
- PUD Planned Unit Development
- SF-1 Single Family Residential
- SF-2 Single Family Residential
- SF-3 Single Family Residential
- SF-4 Single Family Residential
- SF-5 Single Family Residential
- U University
- Special Zoning:
 - Conditional Use
 - Special Use
 - Variance



Attachment: Staff Report (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)



FIRE STATIONS

Peterson

#20-0064

Preliminary Plat
Peterson Ranch Unit One

Rezone
AG to R-PUD

21-9-7

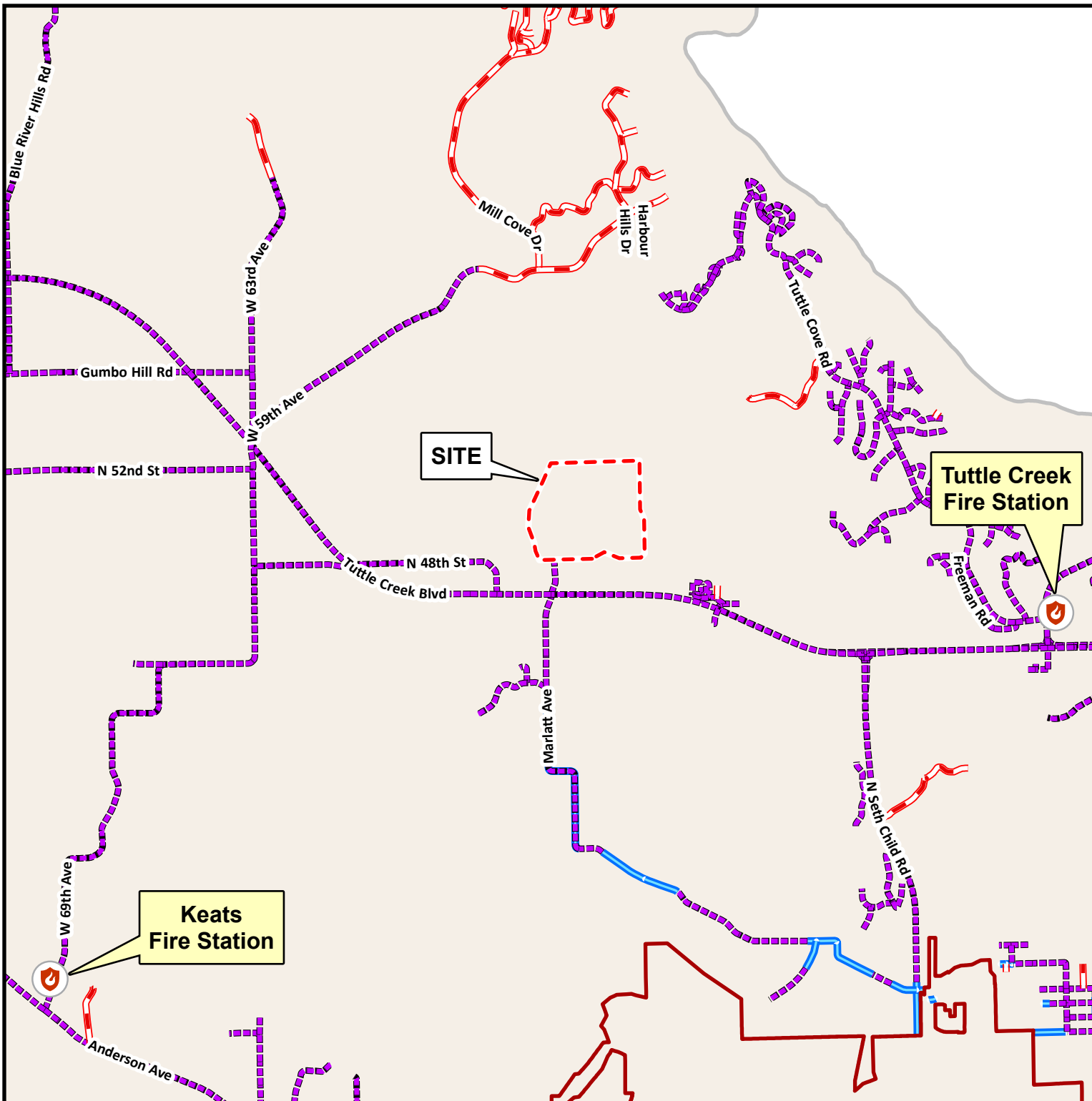
22-9-7



ISO Rating

- 5 (within 1000' of a hydrant)
- 5Y (within 5 road miles of 5Y fire station)
- 9 (5 road miles of May Day station)
- 10 (outside 5 road miles)
- OR road is not paved/gravel

Attachment: Staff Report (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)



FACTOR 1

CHARACTER OF THE NEIGHBORHOOD (Surrounding Area within 1/4 Mile)

Agricultural Character Test

	Points	Score
• Percent of Cropland/Grassland		
☐ More than 95%	0	
☒ 80% to 95%	80	80
☐ 60% to 79.99%	165	
☐ Less than 60%	250	
TOTAL		80
• Overall Housing Density		
☐ Greater than 160 acres/residence	0	
☐ 80 to 160 acres/residence	65	
☐ 40 to 79.99 acres/residence	130	
☐ 20 to 39.99 acres/residence	195	
☒ Less than 20 acres/residence	250	250
TOTAL		250
• Number of Non-Farm Residences		
☐ 0	0	
☐ 1	50	
☐ 2	100	
☐ 3	150	
☐ 4	200	
☒ 5 or more	250	250
TOTAL		250
• Number of Tracts Less Than 20 acres		
☐ 0	0	
☐ 1	50	
☐ 2	100	
☐ 3	150	
☐ 4	200	
☒ 5 or more	250	250
TOTAL		250
GRAND TOTAL		830

	<u>SCALE</u>	Points
Strongly Agricultural		0
		50
Moderately-Strong Agricultural		100
		150
Moderately Agricultural		200
		250
Moderately-Mild Agricultural		300
		350
Mildly Agricultural		400
		450
Mildly Non-Agricultural		500
		550
Mildly Non-Ag Residential		600
		650
Moderately-Mild Non-Ag Res.		700
		750
Moderately Non-Ag Res.		800
		850
Moderately-Strong Non-Ag Res.		900
		950
Strongly Non-Ag Residential		1000

Rural Character Test

- Development conforms to rural character guidelines

	Bonus Points	Score
☒ Conforms to guidelines	500	500
☐ Does not conform to guidelines	0	
TOTAL		500

TOTAL POINTS AVAILABLE:
(Not Including Bonus Points)

1000 Points

FACTOR 2

THE ZONING AND USES OF NEARBY PROPERTY (Surrounding Area within 1 Mile)

Compatible Zoning Test

Perimeter Component

- Percent of Perimeter Adjacent to Similar Zoning

	Points	Score
☐ No Adjacency	0	
☒ 1% - 9.99%	50	50
☐ 10% - 24.99%	100	
☐ 25% - 50%	200	
☐ Over 50%	250	
TOTAL		50

Proximity Component

- Number of Acres of Similar Zoning Within Certain Distances

Acres	Points	Within 1000'	Between 1000' and ½ mile	Between ½ mile and 1 mile
0	0			
.1-2	10			
2.1-5	20			
5.1-10	30			
10.1-15	40	40		
Over 15	50		50	50
Weighting		2.5	1.5	1
SUBTOTAL		100	75	50
TOTAL				225

Compatible Land Use Test

Perimeter Component

- Percent of Perimeter Adjacent to Similar Land Use

	Points	Score
☐ No Adjacency	0	
☒ 1% - 9.99%	50	50
☐ 10% - 24.99%	100	
☐ 25% - 50%	200	
☐ Over 50%	250	
TOTAL		50

Proximity Component

- Number of Acres of Similar Land Use Within Certain Distances

Acres	Points	Within 1000'	Between 1000' and ½ mile	Between ½ mile and 1 mile
0	0			
.1-2	10			
2.1-5	20			
5.1-10	30			
10.1-15	40	40		
Over 15	50		50	50
Weighting		2.5	1.5	1
SUBTOTAL		100	75	50
TOTAL				225

TOTAL POINTS AVAILABLE:

1000 Points

FACTOR 3

THE SUITABILITY OF THE PROPERTY FOR THE USES ALLOWED UNDER THE CURRENT ZONING

Crop Capability Test

LAND CAPABILITY CLASS	RELATIVE VALUE (RV)	NUMBER OF ACRES IN SITE	PRODUCT OF RV & NO. OF ACRES
1	0		
2	25		
3	50		
4	75	35.87851	2690.88825
5	150	0.086246	12.9369
6	225	401.3513	90304.0425
7	300		
8	375		
TOTALS		437.316056	93007.86765

Product of RV & Acres / Number of
Acres in Site = Average Site Value

Average Site Value **213**

Rangeland Productivity Test

TOTAL DRY WEIGHT PRODUCTION - NORMAL YEAR (lbs)	RELATIVE VALUE (RV)	NUMBER OF ACRES IN SITE	PRODUCT OF RV & NO. OF ACRES
8500+	0		
7500-8499	50		
6500-7499	100	0.086246	8.6246
5500-6499	150		
4500-5499	225		
3500-4499	300		
2500-3499	375	437.229755	163961.1581
TOTALS		437.316001	163969.7827

Product of RV & Acres / Number of
Acres in Site = Average Site Value

Average Site Value **375**

Site Suitability Test

• Attributes Reducing Agricultural Site Suitability

Size of site (in acres)

- ☐ 0-3
☐ 3.1-5
☐ 5.1-10
☒ Over 10

Points	Score
125	
90	
45	
0	0
TOTAL	0

Isolation of site from other agricultural land

(Site must be < than 10 acres; isolation may be created by ownership or physical features, e.g. riparian areas, roads, topography, etc.)

- ☐ Isolated
☒ Not Isolated

Points	Score
125	
0	0
TOTAL	0

TOTAL POINTS AVAILABLE:

1000 Points

FACTOR 4

Agricultural Conflict Test

• Proximity of Residence to Confined Animal Feeding Operation (CAFO)

	Points	Score
☒ More than 1 mile from CAFO	250	250
☐ Between 1 mile and 1/4 mile	0	
☐ Within 1/4 mile	-250	
TOTAL		250

• Proximity of Site to Other Agricultural Activities

DISTANCE	POINTS	Permanently Preserved Land	Cropping Operation	Grassland Tract (>20 acres, no home)
Over 1000'	125	125		125
500 - 999'	100			
250 - 499'	75			
50 - 249'	50			
Less than 50'	0		0	
SUBTOTALS		125	0	125
TOTAL				250

DISTANCE	POINTS	Livestock Enclosure (No
Over 2000'	125	125
1000 - 1999'	100	
500 - 999'	75	
100 - 499'	50	
Less than 100'	0	
TOTAL		125

Non-Agricultural Conflict Test

• Proximity of Site to Fort Riley Noise Zones

	Points	Score
☐ Outside of Noise Zone II and LUPZ	250	
☒ Within LUPZ	125	125
☐ Within Noise Zone II	0	
TOTAL		125

ADDITIONAL POSITIVE/NEGATIVE POINTS FOR MITIGATIVE/DETRIMENTAL IMPACTS

• Effect of Rezoning on Valuation of Adjoining Property*

	Points	Score
☐ Evidence that rezoning will increase value of adjoining property	250	
☐ Evidence that rezoning will not devalue adjoining property	125	
☒ No evidence that rezoning will/will not devalue adjoining property	0	0
☐ Evidence that rezoning will devalue adjoining property	-250	
TOTAL		0

* Evidence must be from a professional source

TOTAL POINTS AVAILABLE:

1000 Points

FACTOR 5

Public Health Test

• Availability of and Connection to Public Sanitary Sewer System

	Points	Score
☐ Available at site	200	
☐ Within 400'	175	
☐ 400' - .24 mile	150	
☒ .25 - .49 mile	100	100
☐ .5 miles - .99 mile	50	
☐ More than 1 mile	0	
TOTAL		100

• Availability of and Connection to Public Water Systems

	Points	Score
☒ Available at site	200	200
☐ Within 400'	175	
☐ 400' - .24 mile	150	
☐ .25 - .49 mile	100	
☐ .5 miles - .99 mile	50	
☐ More than 1 mile	0	
TOTAL		200

BONUS POINTS

	Points	Score
• Development will result in the creation/extension of new/additional public sewer system	500	0
• Development will result in the creation/extension of new/additional public water system	150	0

Public Safety Test

• Public Protection Classification (Fire Insurance Rating)

	Points	Score
☐ Within ISO Class 5	200	
☒ Within ISO Class 5Y	100	100
☐ Within ISO Class 9 or 10	0	
TOTAL		100

• Location of building site relative to floodplain

	Points	Score
☒ Not in the floodplain	200	200
☐ Within 0.2% annual chance floodplain	0	
☐ Within 1% annual chance floodplain	-200	
TOTAL		200

• Access to building site relative to floodplain

	Points	Score
☒ Not in the floodplain	200	200
☐ Within 0.2% annual chance floodplain	0	
☐ Within 1% annual chance floodplain	-200	
TOTAL		200

• Expected Impact of Proposed Development on Existing Road*

	Points	Score
☐ Current Road Adequate, No Changes Required	150	
☐ Minor Improvements Needed	0	
☐ Major Improvements Needed	-150	
☐ Additional Off-Site Improvements Needed**	-150	
TOTAL		0

* Determination of anticipated traffic impacts from traffic study using assumed trip generation models. Minor/major improvements determined by County Engineer based on evaluation of degree of surface alterations required to meet the impact. Maximum points given for improvements funded by developer.

** Additional off-site improvements include addition of turning lanes, improvement of drainage structures and similar improvements that are not re-surfacing improvements. If alteration of surface and additional off-site improvements are needed, both point totals shall apply. No points subtracted for improvements funded by developer.

TOTAL POINTS AVAILABLE:

1150 Points

Attachment: Staff Report (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)

FACTOR 6

Transportation Test

• Adequacy of the Access Road Surface

	Points	Score
☐ Paved	150	
☐ Gravel w/ 24' roadbed	100	
☐ Gravel w/ 22' roadbed	50	
☐ Gravel w/ 20' roadbed	0	
☒ Gravel w/ 18' or less roadbed	-50	-50
☐ Unimproved	-100	
☐ Trail or Undeveloped	-150	
TOTAL		-50

• Distance from site to Paved Road

	Points	Score
☐ Direct access onto paved road	150	
☒ Within .25 mi	100	100
☐ .25 to .49 mi	50	
☐ .50 to .99 mi	0	
☐ 1-3 miles	-50	
☐ Over 3 miles	-100	
TOTAL		100

• Distance from site to a Major Collector (or higher rated classification) or Frontage Rd

	Points	Score
☐ Direct access	150	
☒ Within .5 mi	100	100
☐ .51 to .99 mi	50	
☐ 1 to 2.9 mi	0	
☐ 3-5 miles	-50	
☐ Over 5 miles	-100	
TOTAL		100

Efficient Development Test

• Distance from a City*

	Points	Score
☐ Contiguous to City Limit	200	
☐ Within .25 mile of City Limit	150	
☐ .26 to .5 mile from City Limit	100	
☐ .51 to 1 mile from City Limit	50	
☒ 1.1 to 3 miles from City Limit	0	0
☐ Beyond 3 miles from City Limit	-50	
TOTAL		0

* Any Incorporated City within Riley County

• Distance from Nearest Public School*

	Points	Score
☐ Within 1 mile	200	
☐ 1.1 mile - 2 miles	100	
☒ 2.1 miles - 3 miles	0	0
☐ Beyond 3 miles	-100	
TOTAL		0

* Distance to Either Elementary or Secondary School
Using the Shortest Travel Distance Via Improved Roads

TOTAL POINTS AVAILABLE:

850

Attachment: Staff Report (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)

FACTOR 7

CONFORMANCE TO THE COMPREHENSIVE PLAN

Future Land Use Map Test

- Conformance of the Proposal to the Future Land Use Map

	Points	Score
☐ Within a Designated Growth Area (DGA)	1000	
☐ Within ¼ mile of DGA	500	
☒ Between ¼ and ½ mile of DGA	250	250
☐ Over ½ mile from DGA	0	
	TOTAL	250

TOTAL POINTS AVAILABLE:

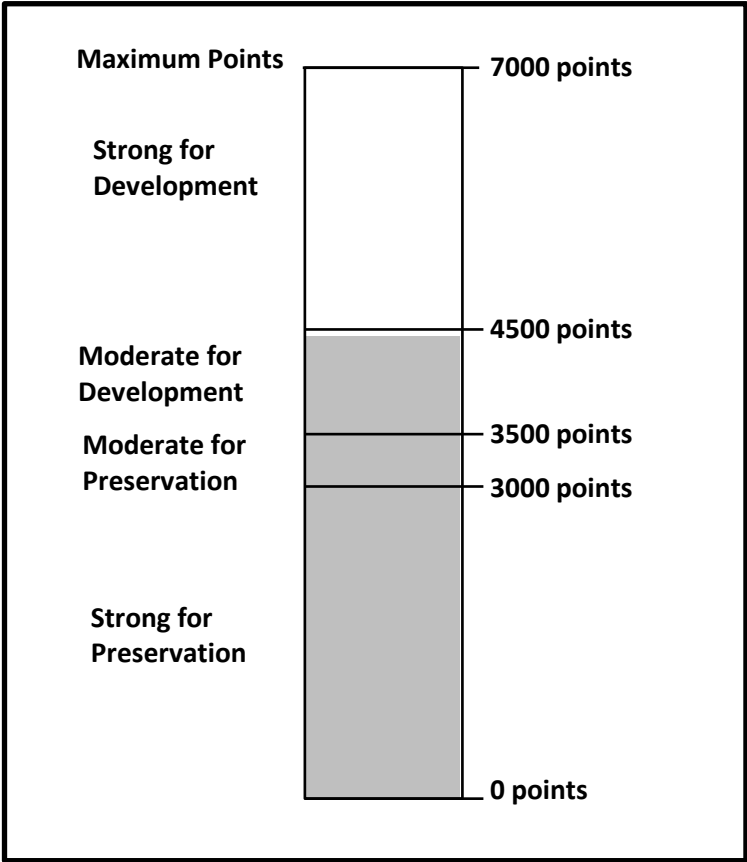
1000 Points

SUMMARY SCORESHEET

Factor	Score
1 <u>Agricultural Character Test</u>	
Percent of Cropland/Grassland	80
Overall Housing Density	250
Number of Non-Farm Residences	250
Number of Tracts Less Than 20 acres	250
2 <u>Compatible Zoning Test</u>	
Perimeter Component	50
Proximity Component	225
<u>Compatible Land Use Test</u>	
Perimeter Component	50
Proximity Component	225
3 <u>Crop Capability Test</u>	213
<u>Rangeland Productivity Test</u>	375
<u>Site Suitability Test</u>	
Site Size	0
Site Isolation	0
4 <u>Agricultural Conflict Test</u>	
Proximity to CAFO	250
Proximity to Other Ag Activities	250
Proximity to Livestock Enclosures	125
<u>Non-Agricultural Conflict Test</u>	
Proximity to Fort Riley Noise Zones	125
5 <u>Public Health Test</u>	
Availability of Sewer	100
Availability of Water	200
<u>Public Safety Test</u>	
Fire Protection Rating	100
Site to Floodplain	200
Access in Floodplain	200
6 <u>Transportation Test</u>	
Adequacy of Road Surface	-50
Distance to Paved Road	100
Distance to Trafficways	100
Impact on Existing Road	0
<u>Efficient Development Test</u>	
Distance to City Limits	0
Distance to Schools	0
7 <u>Future Land Use Map Test</u>	250
SUBTOTAL	3918
ADDITIONAL POSITIVE/NEGATIVE POINTS	
1 <u>Rural Character Test</u>	500
4 <u>Additional +/- Points</u>	
Effect on Valuation	0
5 <u>New/Additional Public Sewer System</u>	0
<u>New/Additional Public Water System</u>	0
SUBTOTAL:	500
GRAND TOTAL:	4418

Final Score:
4418

Final Scoring Chart



Project No.: 20.094B
Client: Lynn Blecha
6130 Tuttle Terrace
Manhattan, Kansas 66503

OWNER/DEVELOPER:
Peterson Ranch, LLC
Lynn Blecha
6130 Tuttle Terrace
Manhattan, Kansas 66503
(785) 564-2770

ENGINEER:
Schwab-Eaton P.A.
5410 Ledge Stone Dr. STE 100
Manhattan, KS 66503
(785) 539-4687

EXISTING LAND USE:
Pasture or Ag

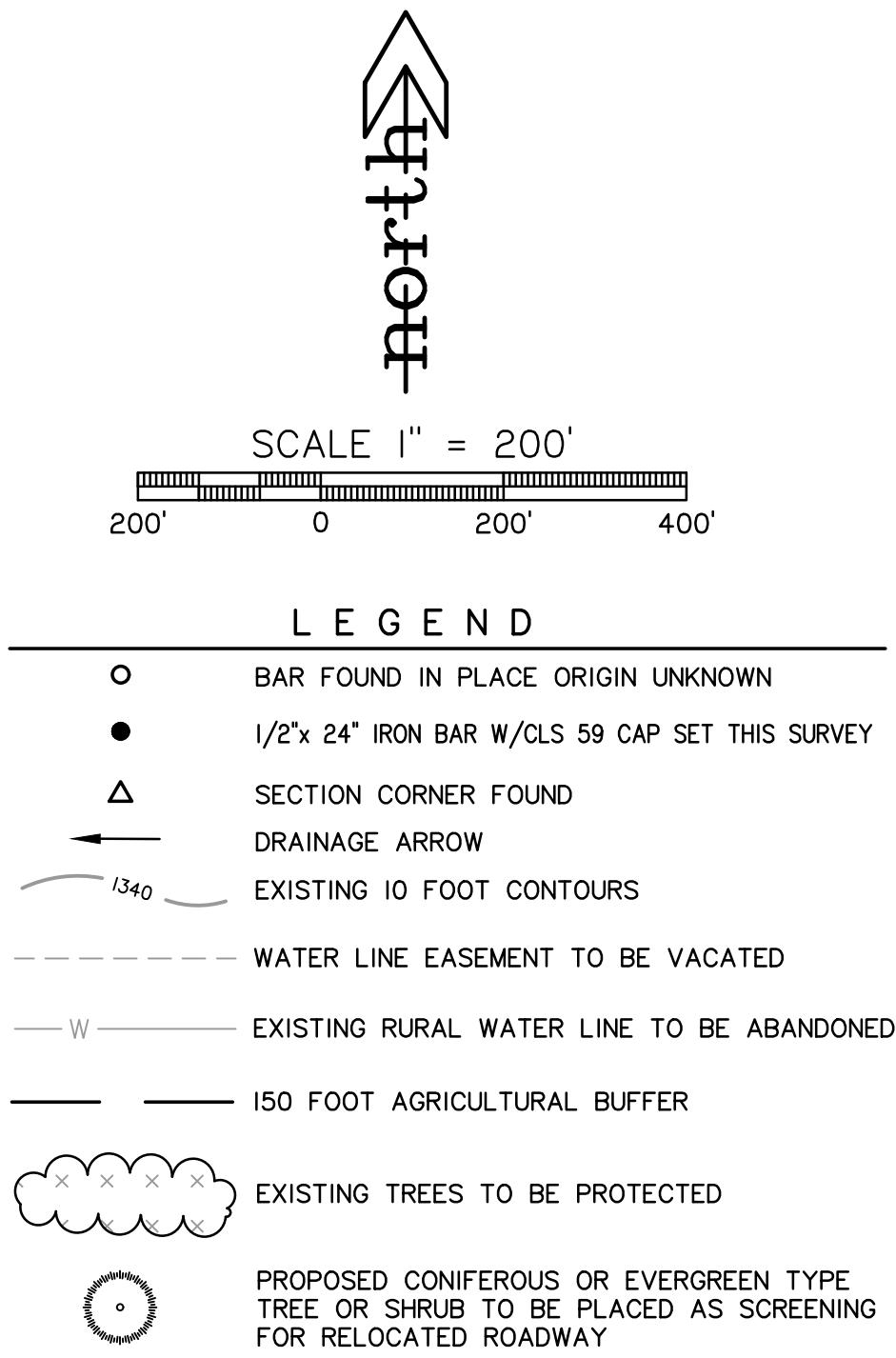
PROPOSED LAND USE:
Residential

LAND BOUNDARY DESCRIPTION:

A tract of land located in the Northwest One-Quarter (NW 1/4), the Northeast One-Quarter (NE 1/4) and the Southeast One-Quarter (SE 1/4) in Section 21, and the Northwest One-Quarter (NW 1/4) of Section 22, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

BEGINNING at the Northeast Corner of said NE 1/4 of said Section 21; Thence South 0°04'11" West (assumed bearing), 1327.62 feet along the East line of said NE 1/4; Thence South 21°25'58" East, 290.31 feet; Thence South 0°00'00" West, 944.28 feet; Thence South 43°35'50" West, 156.18 feet to the Southwest Corner of said NW 1/4 of said Section 22, said point also being the Southeast Corner of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 605.22 feet, measured and deed, along the South line of said NE 1/4 of said Section 21; Thence North 68°44'55" West, 423.72 feet, measured and deed; Thence South 65°31'37" West, 384.78 feet, measured and deed, to a point on the South line of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 1289.25 feet along the South line of said NE 1/4 of said Section 21 to the Southwest Corner of said NE 1/4 of said Section 21; Thence South 89°27'28" West, 124.90 feet along the South line of said NW 1/4 of said Section 21; Thence North 23°12'23" West, 268.15 feet; Thence North 9°31'05" West, 236.97 feet; Thence North 19°55'45" West, 445.53 feet; Thence North 3°55'59" East, 458.73 feet; Thence North 25°34'30" East, 890.59 feet to a point on the West line of said NE 1/4 of said Section 21; Thence continuing North 25°34'30" East, 523.27 feet to a point on the North Line of said NE 1/4 of said Section 21; Thence North 88°56'05" East, 2422.96 feet along the North line of said NE 1/4 of said Section 21 to the POINT AND PLACE OF BEGINNING. Said tract contains 174.01 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED



GRADING AND LANDSCAPE PLAN

PETERSON RANCH UNIT ONE

SECTIONS 21 and 22, T9S, R7E
A RESIDENTIAL PLANNED UNIT DEVELOPMENT IN RILEY COUNTY, KANSAS

PREPARED BY

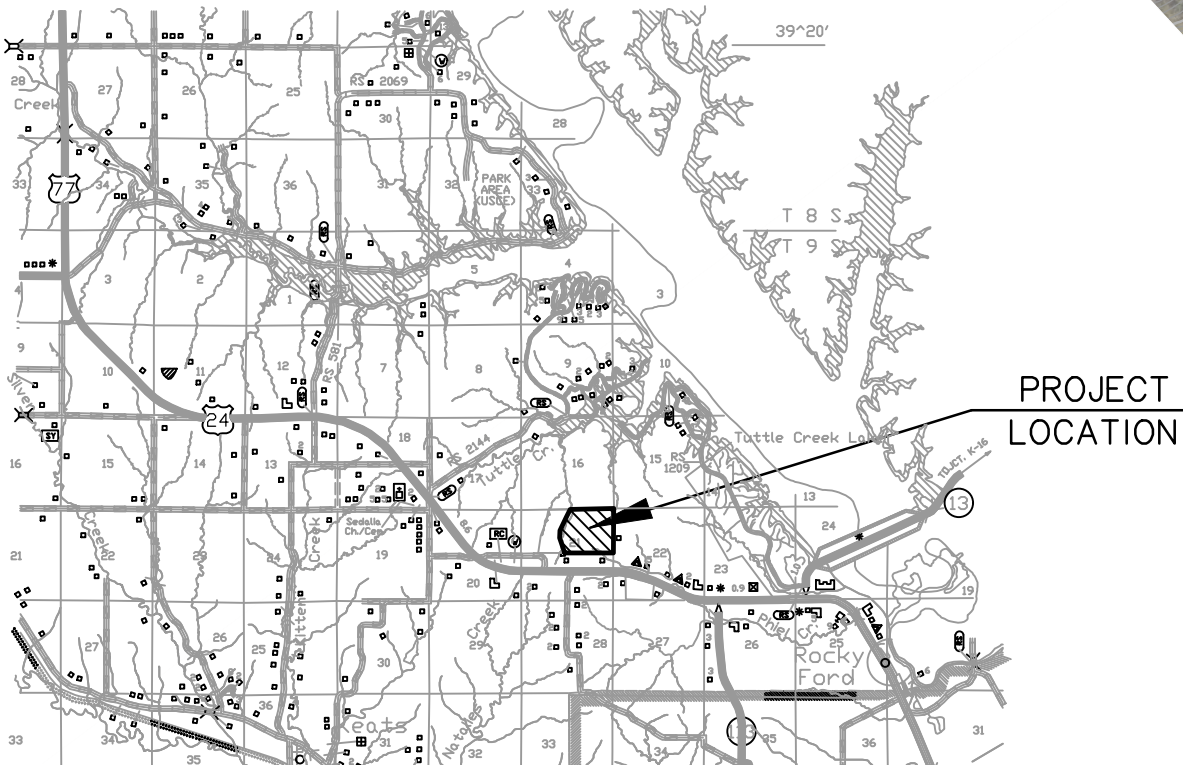
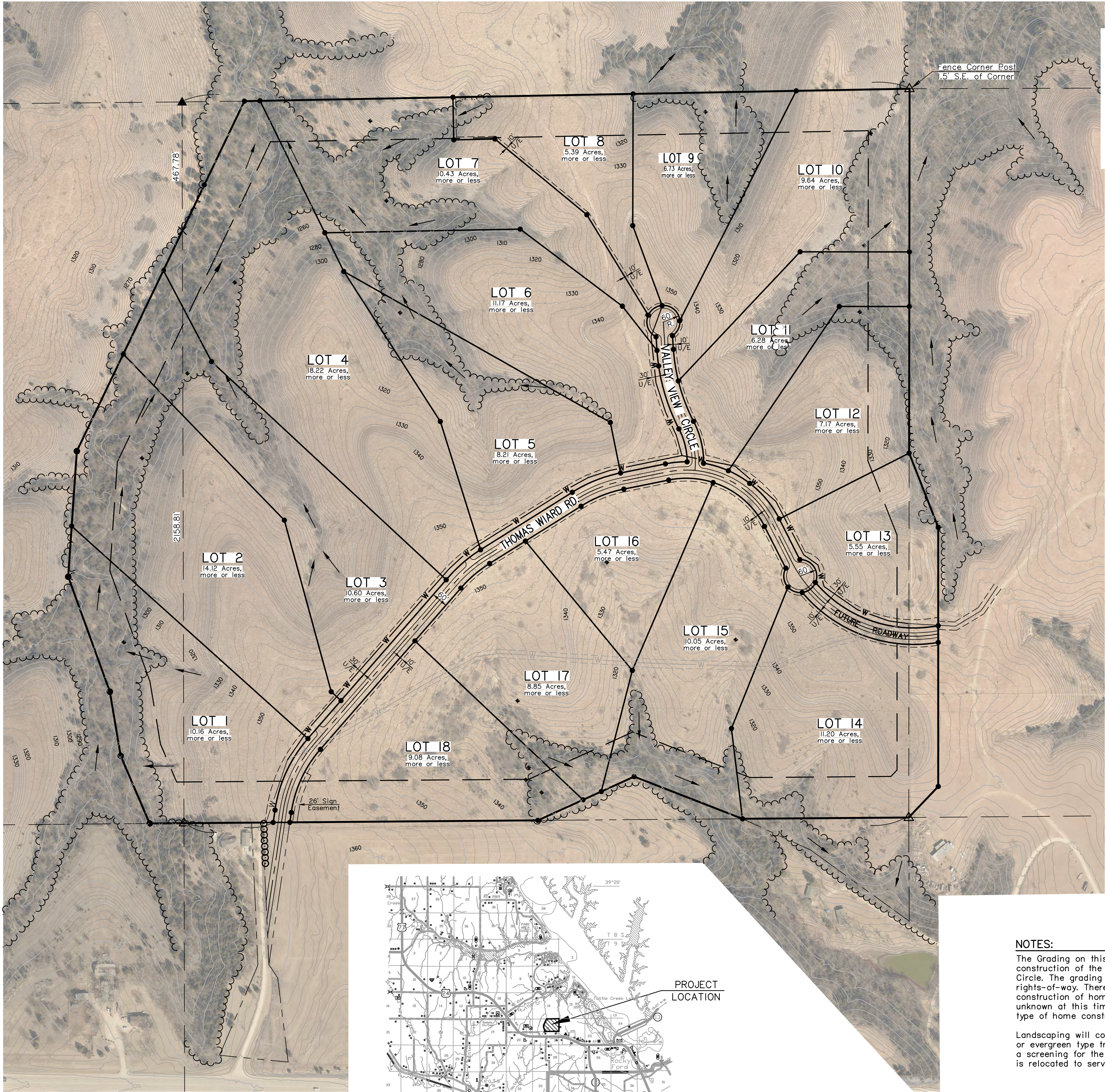
Schwab Eaton

CONSULTING ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS
5410 LEDGE STONE DRIVE, STE 100 - MANHATTAN, KANSAS - PH 785-539-4687
DECEMBER 2020

NOTES:

The Grading on this property will be mainly confined to the construction of the Thomas Wiard Road and Valley View Circle. The grading is intended to stay within the road rights-of-way. There will be some grading for the individual construction of homes but the extent of that grading is unknown at this time and will vary depending on the size and type of home constructed.

Landscaping will consist of the installation of 5 to 10 Juniper or evergreen type trees or shrubs that will be put in place as a screening for the existing home once Thomas Wiard Road is relocated to serve the property.



SITE MAP

Project No.: 20.094B
Client: Lynn Blecha
6130 Tuttle Terrace
Manhattan, Kansas 66503

LAND BOUNDARY DESCRIPTION:

A tract of land located in the Northwest One-Quarter (NW 1/4), the Northeast One-Quarter (NE 1/4) and the Southeast One-Quarter (SE 1/4) in Section 21, and the Northwest One-Quarter (NW 1/4) of Section 22, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

BEGINNING at the Northeast Corner of said NE 1/4 of said Section 21; Thence South 0°04'11" West (assumed bearing), 1327.62 feet along the East line of said NE 1/4; Thence South 21°25'58" East, 290.31 feet; Thence South 0°00'00" West, 944.28 feet; Thence South 43°35'50" West, 156.18 feet to the Southwest Corner of said NW 1/4 of said Section 22, said point also being the Southeast Corner of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 605.22 feet, measured and deed, along the South line of said NE 1/4 of said Section 21; Thence North 68°44'55" West, 423.72 feet, measured and deed; Thence South 65°31'37" West, 384.78 feet, measured and deed, to a point on the South line of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 1289.25 feet along the South line of said NE 1/4 of said Section 21 to the Southwest Corner of said NE 1/4 of said Section 21; Thence South 89°27'28" West, 124.90 feet along the South line of said NE 1/4 of said Section 21; Thence North 23°12'23" West, 268.15 feet; Thence North 9°31'05" West, 236.97 feet; Thence North 19°55'45" West, 445.53 feet; Thence North 3°55'59" East, 458.73 feet; Thence North 25°34'30" East, 890.59 feet to a point on the West line of said NE 1/4 of said Section 21; Thence continuing North 25°34'30" East, 523.27 feet to a point on the North Line of said NE 1/4 of said Section 21; Thence North 88°56'05" East, 2422.96 feet along the North line of said NE 1/4 of said Section 21 to the POINT AND PLACE OF BEGINNING. Said tract contains 174.01 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

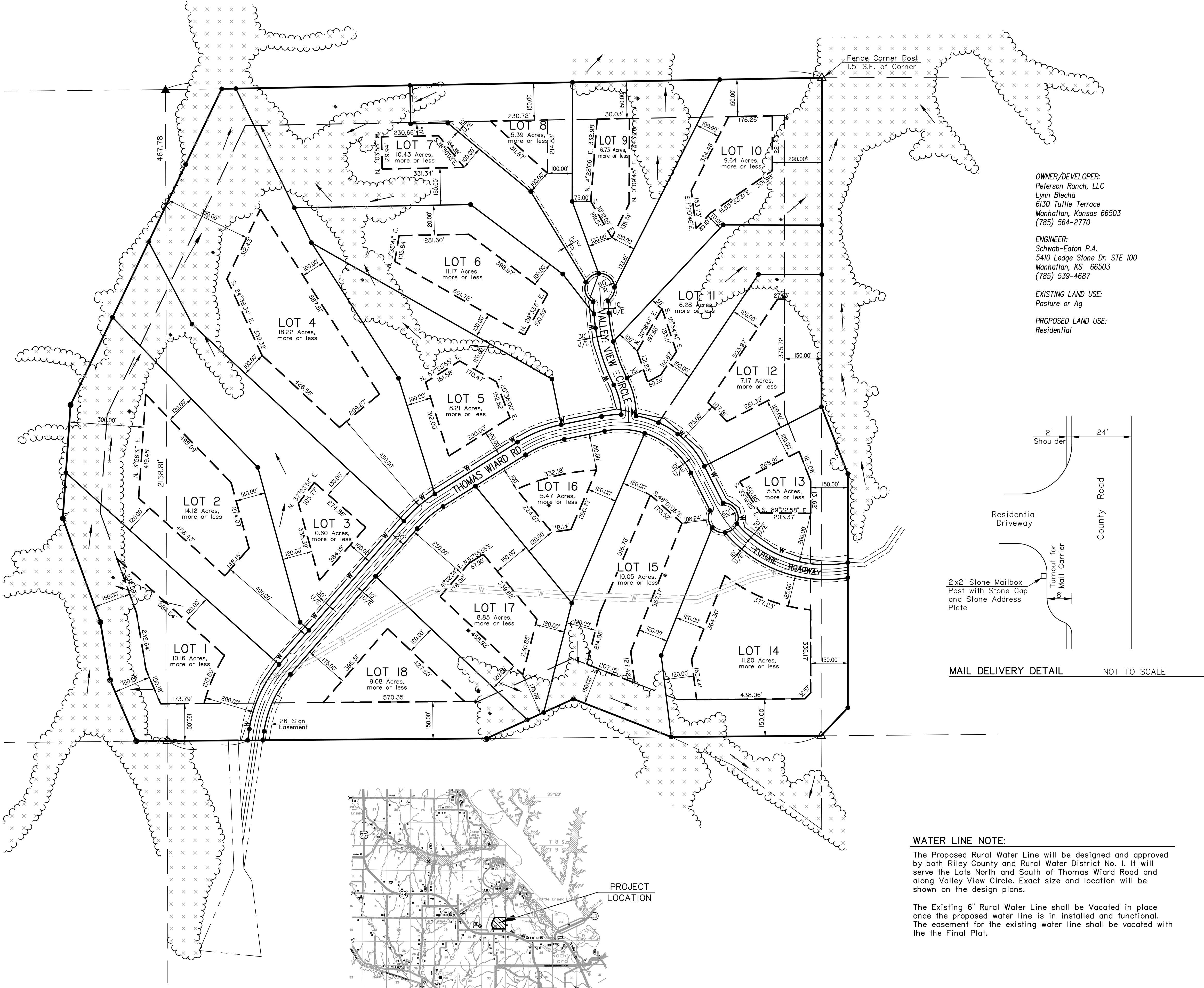
ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED

OWNER/DEVELOPER:
Peterson Ranch, LLC
Lynn Blecha
6130 Tuttle Terrace
Manhattan, Kansas 66503
(785) 564-2770

ENGINEER:
Schwab-Eaton P.A.
5410 Ledge Stone Dr. STE 100
Manhattan, KS 66503
(785) 539-4687

EXISTING LAND USE:
Pasture or Ag

PROPOSED LAND USE:
Residential



WATER LINE NOTE:

The Proposed Rural Water Line will be designed and approved by both Riley County and Rural Water District No. 1. It will serve the Lots North and South of Thomas Ward Road and along Valley View Circle. Exact size and location will be shown on the design plans.

The Existing 6" Rural Water Line shall be Vacated in place once the proposed water line is in installed and functional. The easement for the existing water line shall be vacated with the the Final Plat.

UTILITY AND DIMENSION PLAN
PETERSON RANCH UNIT ONE

SECTIONS 21 and 22, T9S, R7E
A RESIDENTIAL PLANNED UNIT DEVELOPMENT IN RILEY COUNTY, KANSAS

PREPARED BY



CONSULTING ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS
5410 LEDGE STONE DRIVE, STE 100 - MANHATTAN, KANSAS - PH 785-539-4687
DECEMBER 2020

1. Single family residences: Site-built homes only (all are custom homes built on site from plans).
2. Accessory structures, subject to the requirements of the Riley County Zoning Regulations. Calculations for maximum allowable floor area shall be based on the design. Buildings used to house livestock or horses shall be included in the calculation of total allowable floor area and maximum number of detached accessory structures. Such structures may include pre-engineered metal buildings (not for habitation) used to store and protect equipment, animal feedstuffs, boats, RVs, or used as a workshop for personal hobbies.
3. Home occupations as per the Riley County Zoning Regulations.

One Unit Per 9.8 Acres or 0.10 Dwelling Units Per Acre.

- 1 - Improve/realign that part of Thomas Wiard Road extending 900 feet north from Tuttle Creek Boulevard to the south line of the NE 1/4 of Sec 21, T9S, R7E, to County standard 2021-2022.
- 2 - Construction of internal roads of the development 2021-2022.
- 3 - Construction and installation of rural water lines and providing service to each of the lots 2021-2022.
- 4 - Individual lot development 2021-2026.

EXISTING LAND USE:
Pasture or Ag

As the owner of land identified by the boundaries of Peterson Ranch, Unit One R-PUD; Lynn Blecha, Managing Member of Peterson Ranch, LLC has an interest in and the capacity to effectuate the Final Development Plan proposed in this document.

LAND BOUNDARY DESCRIPTION:

A tract of land located in the Northwest One-Quarter (NW 1/4), the Northeast One-Quarter (NE 1/4) and the Southeast One-Quarter (SE 1/4) in Section 21, and the Northwest One-Quarter (NW 1/4) of Section 22, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

GENERAL NOTES:

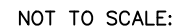
1. Bearings used on this survey are based on the North line of the Northwest Quarter of Section 21-T9S-R7E assumed to bear N 89°23'36" E.
2. No gaps or overlaps were found on this property.
3. Easements, setbacks and other encumbrances of record, if any, affecting the title to this tract are shown to the best of our ability.
4. Contours shown hereon are existing based on Lidar from the DASC. Proposed drainage shall be shown by dashed lines. Proposed drainage shall be primarily directed to ravines running through the property.
5. 1/4 entrance pipes are needed to access internal lots, they shall be designed in accordance with the City of Raleigh Engineering Specifications. Minimum pipe size shall be 15-inch diameter.
6. All drives and parking areas shall consist of all-weather surfacing including crushed stone with gravel subgrade shall have its own drive.
7. Site and all uses therein shall be in compliance with the Riley County Zoning Ordinance. The site shall be served by Rural Water District #1 for all potable water supply.
8. All utilities shall be underground.
9. All exterior lighting shall be designed and installed in a manner that efforts to minimize spillage and light trespass.
10. Existing areas with native tree stands, as shown hereon shall remain intact to the extent possible and existing beauty and character of the property and to act as an audio and visual buffer to surrounding properties. Within these areas trees may only be selectively removed for:
 - a. utility lines, easements, or other improvements;
 - b. trails, or equestrian or other recreational uses;
 - c. water control or other water management structures;
 - d. wastewater systems. Trees may also be removed to make space for residences, yards and other additional permitted structures.
11. All trees and shrubs shall be in accordance with the additional trees or shrubs shall comply with Table 3: Undesirable Trees and Shrubs of Section 210-Development Standards of the Riley County Zoning Regulations.
12. A owner must file an Agricultural Protection Easement document with the Final Plat.
12. A 150' x 90' Agricultural Buffer, as shown, shall be subject to the Development Standards of the Riley County Zoning Ordinance.
13. No common areas are proposed at this time.
14. The proposed streets of the development shall be subject to the minimum standards of the Riley County Zoning Ordinance and Design in Platted Areas.
15. As per written agreement with the County Engineer:
 - a. 8 inches of AB-3 surfacing material is allowed to be utilized for initial grading of the internal roads.
 - b. The paving of Thomas Wilder Road (that part extended north from Tuttle Creek Boulevard to the south line of the NE 1/4 of S. Ct. 29S, RTE) may be delayed until such time as paving of the internal roads of the subdivision. Such delay shall not extend beyond one (1) year from the filing of the Final Plat.
 - c. The shouldering of the rock roads may be delayed until paving occurs, as the shouldering of the road may be delayed until such time as paving is completed within one (1) year from the filing of the Final Plat.

USE LIMITATIONS:

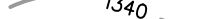
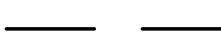
2. Non-commercial Solar Energy Conversion systems are allowed
3. One small Wind Energy Conversion System shall be allowed on Lots 2, 4, 6, 10, and 14 only, with a maximum height of 70 feet (measured from the base to the highest point of the tower).
4. Outdoor storage is not allowed between the entrance of the lot and the front of the home. Storage of items including unused or inoperable vehicles or boats must be located behind the home.
5. Only site-built custom homes allowed. No manufactured or mobile homes. All buildings shall be located within the Building Envelope. Mobile or manufactured homes, including mobile trailers, campers, RVs, buses or shipping containers shall not be used as accessory buildings.
6. Stock animals, such as horses, cows, pigs, sheep, goats or similar animals (including llamas, alpacas, camels, ponies, etc.) shall be limited to 12 foot chickens, ducks, guinea fow, etc.). Roosters are prohibited.
6. Buildings used solely for the housing of livestock or horses shall not exceed a maximum height of 12 feet.
7. Licensed or registered day care services are not allowed.
8. Group homes, as defined by the Riley County Zoning Regulations, are not allowed.
9. Churches, synagogues, temples and chapels are not allowed.
10. Businesses involving equine fitting, riding/training lessons or demonstrations are not allowed.
11. Businesses providing fitting, riding or roping activities involving cattle are not allowed.
12. Orchards or gardens intended to yield fruits, vegetables, nuts or flowers for sale, or to be processed into beverages or food products for sale, are not permitted.
13. Commercial parks, playgrounds, golf courses, swimming pools and recreational buildings are not allowed.

PROPOSED ENTRANCE SIGN

1. A temporary 4'x8' sign shall be erected at the east side of the entrance to the property to show and advertise the lots.
2. A permanent subdivision identification sign shall be placed north of the temporary sign on the east side of Thomas Ward Road, near the entrance to the property.
3. The sign shall be constructed of weathered steel and native stone with the words Peterson Ranch in offset lettering. The stone portion of the sign will be illuminated by solar powered floodlights.



LEGEND

- | | |
|---|---|
|  | BAR FOUND IN PLACE ORIGIN UNKNOWN |
|  | 1/2"x 24" IRON BAR W/CLS 59 CAP SET THIS SURVEY |
|  | SECTION CORNER FOUND |
|  | DRAINAGE ARROW |
|  | EXISTING 10 FOOT CONTOURS |
|  | EXISTING BARB WIRE FENCE LINE |
|  | 150 FOOT AGRICULTURAL BUFFER |
|  | EXISTING TREES TO BE PROTECTED |
|  | PROPOSED CONSTRUCTION ENVELOPE FOR HOMES AND ACCESSORY BUILDINGS. |

COVENANTS NOTE:

The property is governed by Restrictive Covenants and a Homeowner's Association. Home occupations, as per the Riley County Zoning Regulations, shall be permitted, subject to the use limitations of the applicable section. Structures and other improvements to the Lots shown hereon shall be subject to review by an Architectural Committee. Restrictive Covenants filed in Book _____, Page _____ on _____, 20__ at the Riley County Register of Deeds.

PRELIMINARY PLAT AND
PRELIMINARY DEVELOPMENT PLAN

PETERSON
RANCH
UNIT ONE

SECTIONS 21 and 22, T9S, R7E
A RESIDENTIAL PLANNED UNIT DEVELOPMENT IN
RILEY COUNTY, KANSAS

PREPARED BY



CONSULTING ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS
5410 LEDGE STONE DRIVE, STE 100 - MANHATTAN, KANSAS - PH 785-539-4687
DECEMBER 2020



PUBLIC WORKS

6215 Tuttle Creek Blvd
Manhattan, Kansas 66503
Phone: 785-537-6330
Fax: 785-565-6286

November 5, 2020

Peterson Ranch LLC
Lynn Blecha
6130 Tuttle Terrace
Manhattan, Kansas 66503

Re: Peterson Ranch Subdivision

Dear Mr. Blecha:

The Riley County Standards for Roadway Design in Platted Subdivisions does not require your 18 lot subdivision to have internal paved streets. However, it does require Thomas Wiard Road be paved from US 24 to the south boundary of your subdivision. You have indicated it is your intention to pave the internal streets within 1 year of the approval of the Final Plat.

Based on this information, I am willing to adjust the above referenced Standards for the Peterson Ranch Subdivision as follows:

- Allow Developer to use 8 inches of AB-3 for the initial rock road.
- Allow Developer to delay the paving of Thomas Wiard Road to occur at the time as paving of the internal roads. However, such delay shall not extend beyond 1 year from the approval of the Final Plat.
- Allow Developer to delay the shouldering of the rock road until the paving occurs as long as the edge drop off is 2 inches or less and the paving is completed within 1 year from the approval of the Final Plat.

Respectfully,

A handwritten signature in black ink that reads "Leon Hobson".

Leon Hobson, PE
Director of Public Works

LH

Cc: Bob Isaac, Planning & Development
Peterson Ranch Subdivision File

Attachment: Staff Report (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)

EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

December 14, 2020

Page 1

Peterson Ranch LLC – Plat & Rezone

Chairman Taul opened the public hearing at the request of Peterson Ranch LLC, petitioner and Lynn A. Blecha Trust, owner, to rezone a tract of land from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development) and preliminary plat the tract into eighteen (18) lots in Grant, Section 21, Township 9 South, Range 7 East, in Riley County, Kansas.

Bob Isaac presented the request stating the applicant purchased the subject property in April 2020, with the intent of developing it into several very-low density single family residential lots. If the request is approved, the applicant intends to file restrictive covenants along with the Final Plat of the property and form a Home Owner’s Association.

Mr. Isaac explained the entire parent tract is almost completely surrounded by heavily wooded ravines. He noted the topography establishes distance buffers between future uses on the subject site and those on surrounding properties. He explained the proposed development is for eighteen (18) single family residential lots ranging in size from five (5) to fourteen (14) acres resulting in very-low density development.

Mr. Isaac stated each lot will include a building envelope centrally located to each particular lot which functions as large building setback distances from lot lines. He explained the building envelopes also range in size and are based on the size and topography of the individual lots.

Mr. Isaac said the applicant proposes each lot will have direct access to a publicly dedicated road along with a proposed additional road extending northward to serve Lots 5 through 11. He explained the roads will be required to be built to county standard based on the Riley County Standards of Roadway Design in Platted Subdivisions. Mr. Isaac stated that the portion of Thomas Wiard Road extending from Tuttle Creek Boulevard to the southern boundary of the subject site will have to be paved. He explained that Thomas Wiard Road will be realigned to the east of its current location, via a road easement granted by the applicant. Mr. Isaac said as per discussions with the applicant, the applicant desires to eventually form a paving district to pave the internal roads in the subdivision. He explained that the County Engineer has given the applicant one (1) year to pave that portion of the portion of Thomas Wiard Road to meet the minimum requirements of the Riley County Standards of Roadway Design in Platted Subdivisions, as it would be economical for the applicant to do all the paving simultaneously.

Mr. Isaac stated that Riley County Public Works completed a small traffic study with the Kansas Department of Transportation (KDOT) and it was concluded the expected increase in vehicle trips would not necessitate the installation of a taper along the westbound lane of Tuttle Creek Boulevard turning north onto Thomas Wiard Road. Mr. Isaac said that the County Engineer also concluded the proposed development would not exceed the minimum threshold which would require paving of the internal roads of the subdivision; thus, paving the internal roads of the subdivision would be optional.

Mr. Isaac stated that the Riley County Rural Fire Chief, Pat Collins reviewed the request and reported that, although rural water will serve the site, fire hydrants will not be placed on those lines. Mr. Collins strongly recommended since Thomas Wiard Road will have a proper terminus (cul-de-sac) but will still be over 500 feet in length, the development should include turn-arounds as part of the extension of Thomas Wiard Road. Mr. Isaac said turn-arounds will be located on

Attachment: RCPB Minutes (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)

Lots 2 and 4 and included with the road construction plans. He explained that the cul-de-sacs on proposed Thomas Wiard Road and Valley View Circle will provide adequate turn around points for emergency vehicles.

Mr. Isaac stated that it was proposed by the applicant to require all utilities be underground; no overhead wires. He said the subject site will be served by Rural Water District #1. He explained that, since the property will not be served by a central sewer system, each lot will be served by an on-site sanitary sewer system. Mr. Isaac said soil profile evaluations had been completed for each lot to determine what type of wastewater system could be utilized. He said based on the evaluations, it is anticipated that most lots will need additional soil and be engineered to accommodate the systems. Mr. Isaac stated the applicant would prefer to avoid the utilization of wastewater lagoons, if possible.

Mr. Isaac reviewed the grading and landscape plan explaining that the arrows indicate the direction of storm water drainage. He said it is not anticipated the rate of stormwater run-off post-development will result in any measurable difference from the current run-off rates, due to the very-low density of the development. He stated stormwater will continue to be directed to the large ravines that surround the property.

Mr. Isaac presented the following information specific to this residential planned unit development.

List of Permitted Uses/Structures

1. Single family residences (see Use Limitations)
2. Accessory structures (see Use Limitations)
3. Home occupations as per the Riley County Zoning Regulations
4. Illuminated entrance sign
5. Non-commercial Solar Energy Systems
6. Small Wind Energy Conversion Systems (see Use Limitations)

General Notes:

1. If entrance pipes are needed to access internal lots, they shall be designed in accordance with the Riley County Standards and Specifications. Minimum pipe size shall be 15-inch diameter.
2. All drives and parking areas shall consist of all-weather surfacing including crushed stone or gravel. Each lot shall have its own drive.
3. Site and all uses therein shall be in compliance with the Riley County Sanitary Code. The site shall be served by Rural Water District #1 for all potable water supply needs.
4. All utilities shall be underground.
5. All proposed lighting shall have directional control or appropriate cut-offs to minimize spillage and light trespass.
6. Existing areas with native tree stands, as shown hereon shall remain intact as much as possible to retain the existing beauty and character of the property and to act as an audio and visual buffer to surrounding properties. Within these areas trees may only be selectively removed for:
 - a. Creating space for vehicle driveways or hiking, biking trails, or approved wastewater systems. Trees may also be removed to make space for residences, yards and or other additional permitted structures.

- b. Removal of dead or fallen trees, or planting additional trees or shrubs shall comply with Table 3: Undesirable Trees and Shrubs of Section 21C-Development Standards of the Riley County Zoning Regulations.
- 7. Owner must file an Agricultural Protection Easement document with the Final Plat.
- 8. A 150-ft Agricultural Buffer, as shown, shall be subject to the Development Standards of the Riley County Zoning Regulations.
Mr. Isaac explained the agricultural buffer requirement is 200 feet. The applicant is requesting the Planning Board reduce the requirement to 150 feet.
- 9. No common areas are proposed at this time.
- 10. The proposed streets of the development shall be subject to the minimum requirements of the Riley County Standards for Roadway Design in Platted Areas.
- 11. As per written agreement with the County Engineer:
 - a. 8 inches of AB-3 surfacing material is allowed to be utilized for initial rock roads (internal subdivision roads).
 - b. The paving of Thomas Wiard Road (that part extending north from Tuttle Creek Boulevard to the south line of the NE ¼ of Sec. 21, T9S, R7E) may be delayed until such time as paving of the internal roads of the subdivision. Such delay shall not extend beyond one (1) year from the filing of the Final Plat.
 - c. The shouldering of the rock roads may be delayed until paving occurs, as long as the edge drop-off is two (2) inches or less and the paving is completed within one (1) year from the filing of the Final Plat.

Use Limitations

- 1. Non-commercial Solar Energy Conversion systems are allowed.
- 2. One small Wind Energy Conversion System shall be allowed on Lots 2, 4, 6, 10, and 14 only, with a maximum height of 70 feet (measured from the base to blade tip).
- 3. Outdoor storage is not allowed between the entrance of the lot and the front of the home. Storage of items including unused or inoperable vehicles or machinery must be behind screening or within an accessory building.
- 4. Only site-built custom homes allowed. No manufactured or mobile homes. All buildings shall be located within the Building Envelope. Mobile or manufactured homes, truck trailers/bodies, railroad cars, RVs, buses or shipping containers shall not be used as accessory buildings.
- 5. Stock animals, such as horses, cows, pigs, sheep, goats or similar animals shall be limited to five (5) total per lot. Poultry shall be limited to 12 fowl (chickens, ducks, guineas, geese, etc.). Roosters are prohibited.
- 6. Buildings used solely for the housing of livestock or horses shall not exceed a sidewall height of 16 feet.
- 7. Licensed or registered day care services are not allowed.
- 8. Group homes, as defined by the Riley County Zoning Regulations, are not allowed.
- 9. Churches, synagogues, temples and chapels are not allowed.
- 10. Businesses involving equine fitting, riding/training lessons or demonstrations are not allowed.
- 11. Businesses providing fitting, riding or roping activities involving cattle are not allowed.

12. Nurseries or gardens intended to yield fruits, vegetables, nuts or flowers for sale, or to be processed into beverages or food products for sale, are not permitted.
13. Commercial parks, playgrounds, golf courses, swimming pools and recreational buildings are not allowed.

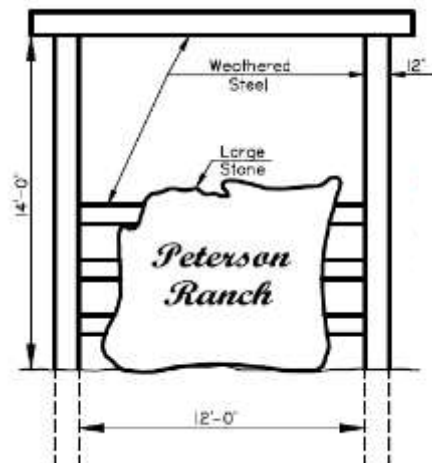
Mr. Isaac stated the applicant has prepared a set of Restrictive Covenants that will be filed along with the Final Plat of the proposed development, with the intent of formulating a Home Owner's Association.

Schedule for Improvements:

1. Improve/realign that part of Thomas Wiard Road extending 900 feet north from Tuttle Creek Boulevard to the south line of the NE ¼ of Sec. 21, T9S, R7E, to County standard 2021-2022.
2. Construction of internal roads of the development 2021-2022.
3. Construction and installation of rural water lines and providing service to each of the lots 2021-2022.
4. Individual lot development 2021-2026.

Proposed Entrance Sign:

1. A temporary 4'x8' sign shall be erected at the east side of the entrance to the property to show and advertise the lots.
2. A permanent subdivision identification sign shall be placed north of the temporary sign on the east side of Thomas Wiard Road, near the entrance to the property.
3. The sign shall be constructed of weathered steel and native stone with the words Peterson Ranch in offset lettering. The stone portion of the sign will be illuminated by solar powered floodlights.



Staff recommended that the Planning Board forward a recommendation of approval of the rezoning request to the Board of County Commissioners of Riley County, as it was determined that the request is in conformance with the Vision 2020 Comprehensive Plan and the 2015 Manhattan Urban Area Comprehensive Plan and meets the minimum requirements of the Riley County Subdivision Regulations, Zoning Regulations and the Sanitary Code.

Staff also recommended that the Planning Board approve the Preliminary Plat of Peterson Ranch, Unit One, as it was determined that all requirements of the Riley County Subdivision Regulations, Zoning Regulations and the Sanitary Code have been met.

Diane Hoobler asked about the delay of paving Thomas Wiard Road and if all the internal streets of the development would be required to be paved.

Bob Isaac explained that because it is anticipated the internal streets of the subdivision will be paved by the establishment of a paving district, the County Engineer has allowed the required paving of that portion of Thomas Wiard Road south of the subject site to be delayed by a year so

all paving can be done at the same time. Mr. Isaac clarified that only that portion is required to be paved; paving the internal streets of the subdivision is not required.

Joe Gelroth asked about the existing Thomas Wiard Road; after that section of the road is relocated, what will happen with the existing portion of the roadway that goes to the existing house.

Bob Isaac said it will become the driveway to the existing home.

Chairman Taul opened the public hearing and asked if the applicant wanted to speak.

Lynn Blecha, the applicant, thanked all the county staff that he has worked with over the last ten (10) months. He shared the history of the property and why the subdivision is named Peterson Ranch. He explained Dr. Jack Peterson was the founder of Peterson Laboratory located in Manhattan. He said that not only was Dr. Peterson a doctor, he was also a rancher and cattleman. Mr. Blecha stated that Jack and his wife Betty owned 900 acres, living on the north property. He said unfortunately they both succumbed to a house fire many years ago. He stated the Peterson's daughter, Peggy, was in attendance this evening and felt it was fitting to name the subdivision after the Petersons.

Mr. Blecha said he has lived on the adjoining property to the east for the last 25 years. He said when the property came up for sale he visited with Monty Wedel, Pat Collins and Leon Hobson about the development potential. He said the feedback was positive and encouraging.

Mr. Blecha stated while working on this development, he took sketches into Copy Cats for copies. He said that one of the owners of Copy Cats, Kari Cool, told him that Thomas Wiard was her grandfather and that her grandparents lived on the property located on the west side of the road. He said it seemed fitting to continue Thomas Wiard Road into the development.

He said Leon Hobson, County Engineer, recognized the difficulty with the existing county easement of Thomas Wiard Road and had it surveyed. Mr. Blecha said the easement is ten (10) feet from Steve and Paula Thomson's garage. He said he visited with the Thomson's and assured them he would pursue acquiring property on the east side of the road to divert the road away from their house and garage.

Mr. Blecha said one of the Board members asked earlier in the meeting what would happen with that portion of Thomas Wiard Road that would be abandoned. He said he visited with the Thomson's about assisting them with petitioning to vacate that portion of the road and that portion would be returned to them to be used as their driveway.

Mr. Blecha stated the reasons for the proposed location of the internal roads of the development along the natural ridgeline was for drainage. He said the building envelopes will randomly stagger the future houses.

John Wienck expressed his concerns about potential fire protection for the proposed lots located off Valley View Circle and stormwater run-off onto neighboring properties from the development.

Mr. Blecha said the covenants will address controlling cedars, periodic controlled burns and haying the area. He said Leon Hobson, County Engineer determined a drainage study was not necessary.

Jim Ryan stated Riley County has tremendous opportunity for this development. He said there has been a lot of thought put into this development. Mr. Ryan said for full disclosure, Ryan & Sons Realtors, LLC may be helping sell and market the lots. He said there currently is a void in

Manhattan and surrounding area for country estates. Mr. Ryan said in the real estate industry they have a lot of people inquiring about such properties and this development will fill that void.

Peggy Peterson Link said her dad bought the “home place” in 1977 and, about 15 years later, purchased the additional 320 acres where the proposed development will be located. She said her brothers and sisters are happy with the proposed development and are touched with the naming of the subdivision.

Chairman Taul asked if there was any persons that wish to speak in opposition to the request. There were no opponents.

Joe Gelroth moved to close the public hearing. John Wienck seconded. Carried 5-0.

Nathan Larson expressed he was in favor of the development. He said during the process of completing Vision 2025 (comprehensive plan) there was discussion about areas like this for building and avoiding random development spread throughout the county. Mr. Larson said this is a good area to provide small acreages and concentrate the whole development in one area.

Diane Hoobler stated there is little housing currently in the area and she was concerned about the lack of trees to screen the future houses. She stated she is also concerned with cedar tree growth.

John Wienck once again expressed his concerns regarding fire protection and stormwater drainage. He said people move out of the city but expect the same services.

Diane Hoobler said she had concerns for future property owners and if emergency services will be able to get out of the area if there is wide spread fire. She said she also had concerns the soil is not good. She said, when reviewing the criteria for rezoning, she felt the development was not compatible with the character of the neighborhood. She said the character of the neighborhood to her is the soil and the poor soil makes this development incompatible. She said she thinks it is too much for one area.

Nathan Larson stated he likes the fact that the development is all in an area with poor soil. He said he would rather have that than having someone wanting to build in really productive soil. He said there is development all along the lake and foresees this area completely built out in the future. Mr. Larson stated he also likes the fact that it is close to Manhattan.

Joe Gelroth moved to forward a recommendation of approval of the request to the Board of County Commissioners to rezone the subject property from “AG” (Agricultural District) to “R-PUD” (Residential Planned Unit Development). Nathan Larson seconded. Carried 4-1. Diane Hoobler dissenting.

Joe Gelroth moved to approve the Preliminary Plat of Peterson Ranch, Unit One, as it had been determined to meet the requirements of the Riley County Subdivision Regulations. Nathan Larson seconded. Motion carried 5-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on January 4, 2021, at 10:15 am, in the County Commission Chambers.

RESOLUTION NO. 010421-

**RESOLUTION AMENDING THE ZONING MAP OF RILEY COUNTY
CONCERNING THE USE OF CERTAIN REAL ESTATE
LOCATED IN GRANT TOWNSHIP**

WHEREAS, pursuant to the provision of Section 23 of the Zoning Regulations of Riley County, Kansas, Peterson Ranch LLC, petitioner and owner, has requested that the classification of the below described Riley County real property, be changed from Zone “AG” (AG Agricultural District) to “R-PUD” (Residential Planned Unit Development) and

WHEREAS, Riley County Planning Board, after appropriate notice conducted a public hearing on December 14, 2020; and

WHEREAS, the Riley County Planning Board has submitted its recommendation and report to the Board of Commissioners of Riley County, Kansas, recommending APPROVAL of the application;

WHEREAS, More than 14 days have elapsed since the conclusion of the public hearing on the application and no valid protest against the proposal signed and acknowledged by owners of 20% or more of the property proposed to be rezoned or 20% of the total area which is located within 1,000 feet of the boundaries of the property proposed to be rezoned has been filed has been filed with the County Clerk of Riley County, Kansas, and all information presented has been carefully considered by the Board of Commissioners of Riley County, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS:

Section 1. That the facts set forth in the Planner's staff report and the recommendation of the Riley County Planning Board filed in the office of the Planning and Development Department have been received and considered by the Board of Commissioners of Riley County, Kansas and have been determined to be the controlling facts concerning the application.

Section 2. The request was found to be consistent with one or more of the following criteria as set forth in Golden v. City of Overland Park, 224 K. 591, 584 P.2d 130:

- a. The rezoning is compatible with the character of the neighborhood.
- b. The rezoning is compatible with the zoning and uses of properties nearby.
- c. The subject property is not suitable for the uses allowed by the current zoning.
- d. Removal of the current restrictions by rezoning will not detrimentally affect nearby property.

- e. The subject property has remained vacant as zoned for a substantial time period.
- f. The gain to the public health, safety and welfare by denying rezoning is not as great as the hardship imposed upon the individual landowner.
- g. The rezoning is consistent with the recommendations of permanent or professional staff.
- h. The rezoning conforms to the adopted comprehensive plan.
- i. The rezoning will not detrimentally affect the conservation of the natural resources of the County.
- j. The rezoning will result in the efficient expenditure of public funds.
- k. The rezoning will promote the health, safety, convenience, prosperity and general welfare of the inhabitants of the County.
- l. The rezoning is consistent with the recommendation of the Planning Board.

The zoning classification of the following described real estate in Riley County, Kansas:

A tract of land located in the Northwest One-Quarter (NW 1/4), the Northeast One-Quarter (NE 1/4) and the Southeast One-Quarter (SE 1/4) in Section 21, and the Northwest One-Quarter (NW 1/4) of Section 22, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows: BEGINNING at the Northeast Corner of said NE 1/4 of said Section 21; Thence South 0°04'11" West (assumed bearing), 1327.62 feet along the East line of said NE 1/4; Thence South 21°25'58" East, 290.31 feet; Thence South 0°00'00" West, 944.28 feet; Thence South 43°35'50" West, 156.18 feet to the Southwest Corner of said NW 1/4 of said Section 22, said point also being the Southeast Corner of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 605.22 feet, measured and deed, along the South line of said NE 1/4 of said Section 21; Thence North 68°44'55" West, 423.72 feet, measured and deed; Thence South 65°31'37" West, 384.78 feet, measured and deed, to a point on the South line of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 1289.25 feet along the South line of said NE 1/4 of said Section 21 to the Southwest Corner of said NE 1/4 of said Section 21; Thence South 89°27'28" West, 124.90 feet along the South line of said NW 1/4 of said Section 21; Thence North 23°12'23" West, 268.15 feet; Thence North 9°31'05" West, 236.97 feet; Thence North 19°55'45" West, 445.53 feet; Thence North 3°55'59" East, 458.73 feet; Thence North 25°34'30" East, 890.59 feet to a point on the West line of said NE 1/4 of said Section 21; Thence continuing North 25°34'30" East, 523.27 feet to a point on the North Line of said NE 1/4 of said Section 21; Thence North 88°56'05" East, 2422.96 feet along the North line of said NE 1/4 of said Section 21 to the POINT AND PLACE OF BEGINNING. Said tract contains 174.01 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

is hereby changed from Zone "AG" (AG Agricultural District) to "R-PUD" (Residential Planned Unit Development), that the Riley County Official Zoning Map shall be changed to reflect the amendment, that the original resolution incorporating the said official map by reference is hereby amended and that said official map be reincorporated by reference as amended.

This resolution shall take effect and be in force from and after its publication in the official county newspaper.

GRANTED this 4th day of January, 2021

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Marvin Rodriguez, Chair

John Ford, Vice Chair

Ronald E. Wells, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution Approve (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)

**RESOLUTION NO. 010421-
RESOLUTION DENYING CHANGING THE ZONING MAP OF RILEY COUNTY
CONCERNING THE USE OF CERTAIN REAL ESTATE
LOCATED IN GRANT TOWNSHIP**

WHEREAS, pursuant to the provision of Section 23 of the Zoning Regulations of Riley County, Kansas, Peterson Ranch LLC, petitioner, and Peterson Ranch LLC owner, have requested that the classification of the below described Riley County real property be changed from Zone “AG” (AG Agricultural District) to “R-PUD” (Residential Planned Unit Development); and

WHEREAS, the Riley County Planning Board, after appropriate notice conducted a public hearing on December 14, 2020; and

WHEREAS, the Riley County Planning Board has submitted its recommendation and report to the Board of Commissioners of Riley County, Kansas recommending APPROVAL of the application; and

WHEREAS, More than 14 days have elapsed since the conclusion of the public hearing on the application, and no valid protest against the proposal signed and acknowledged by owners of 20% or more of the property proposed to be rezoned or 20% of the total area which is located within 1,000 feet of the boundaries of the property proposed to be rezoned has been filed with the County Clerk of Riley County, Kansas, and all information presented has been carefully considered by the Board of Commissioners of Riley County, Kansas.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF RILEY COUNTY, KANSAS:**

Section 1. That the facts set forth in the Planner's staff report and the recommendation of the Riley County Planning Board filed in the office of the Planning and Development Department have been reviewed and considered by the Board of Commissioners of Riley County, Kansas and have been determined to be the controlling facts concerning the application.

Section 2. The request was found to be inconsistent with one or more of the following criteria set forth in Golden v. City of Overland Park, 224 K. 591, 584 P.2d 130:

- a. The rezoning is compatible with the character of the neighborhood.
- b. The rezoning is compatible with the zoning and uses of properties nearby.
- c. The subject property is not suitable for the uses allowed by the current zoning.
- d. Removal of the current restrictions by rezoning will not detrimentally affect nearby property.
- e. The subject property has remained vacant as zoned for a substantial time period.

- f. The gain to the public health, safety and welfare by denying rezoning is not as great as the hardship imposed upon the individual landowner.
- g. The rezoning is consistent with the recommendations of permanent or professional staff.
- h. The rezoning conforms to the adopted comprehensive plan.
- i. The rezoning will not detrimentally affect the conservation of the natural resources of the County.
- j. The rezoning will result in the efficient expenditure of public funds.
- k. The rezoning will promote the health, safety, convenience, prosperity and general welfare of the inhabitants of the County.
- l. The rezoning is consistent with the recommendation of the Planning Board.

Section 3. Using the above criteria, it was determined that the request be DENIED for the following reasons:

- 1. The rezoning will not result in the efficient expenditure of public funds.

The zoning classification of the following described real estate in Riley County, Kansas:

A tract of land located in the Northwest One-Quarter (NW 1/4), the Northeast One-Quarter (NE 1/4) and the Southeast One-Quarter (SE 1/4) in Section 21, and the Northwest One-Quarter (NW 1/4) of Section 22, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows: BEGINNING at the Northeast Corner of said NE 1/4 of said Section 21; Thence South 0°04'11" West (assumed bearing), 1327.62 feet along the East line of said NE 1/4; Thence South 21°25'58" East, 290.31 feet; Thence South 0°00'00" West, 944.28 feet; Thence South 43°35'50" West, 156.18 feet to the Southwest Corner of said NW 1/4 of said Section 22, said point also being the Southeast Corner of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 605.22 feet, measured and deed, along the South line of said NE 1/4 of said Section 21; Thence North 68°44'55" West, 423.72 feet, measured and deed; Thence South 65°31'37" West, 384.78 feet, measured and deed, to a point on the South line of said NE 1/4 of said Section 21; Thence South 89°33'09" West, 1289.25 feet along the South line of said NE 1/4 of said Section 21 to the Southwest Corner of said NE 1/4 of said Section 21; Thence South 89°27'28" West, 124.90 feet along the South line of said NW 1/4 of said Section 21; Thence North 23°12'23" West, 268.15 feet; Thence North 9°31'05" West, 236.97 feet; Thence North 19°55'45" West, 445.53 feet; Thence North 3°55'59" East, 458.73 feet; Thence North 25°34'30" East, 890.59 feet to a point on the West line of said NE 1/4 of said Section 21; Thence continuing North 25°34'30" East, 523.27 feet to a point on the North Line of said NE 1/4 of said Section 21; Thence North 88°56'05" East, 2422.96 feet along the North line of said NE 1/4 of said Section 21 to the POINT AND PLACE OF BEGINNING. Said tract contains 174.01 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

was NOT changed from Zone "AG" (AG Agricultural District) to "R-PUD" (Residential Planned Unit Development).

DENIED this 4th day of January, 2021

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Marvin Rodriguez, Chair

John Ford, Vice Chair

Ronald E. Wells, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: Resolution Deny (10165 : Rezone "AG" to "RPUD" and Preliminary Plat Peterson Ranch)