



**Board of Riley County
Commissioners
Regular Meeting
Agenda
January 21, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Aimee Nelson of [Re]Think Real Estate
4. Grant of Permanent Easement - Senn Road Bridge Replacement Project - Oman
5. Highway Use Permit, Twin Valley Telephone
6. Highway Use Permit, Twin Valley Telephone
7. Contract for Services with Hali Rowland for Communication & Social Media
8. Sign Tax Roll Corrections
9. Sign Riley County Personnel Action Form(s)

Review Minutes

10. Board of Riley County Commissioners - Regular Meeting - Jan 14, 2021 8:30 AM

Review Tentative Agenda

11. Tentative Agenda

Press Conference Topics

12. Discuss Press Conference

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

13. Administrative Work Session
14. Approve "Right-of-Way Certificate" for Lakeside Heights Sewer and Water Project

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

9:50 AM Break

10:00 AM Megan Dougherty, County Extension Agent

16. Medicare Enrollment

10:15 AM Dennis Butler, RCPD Director

17. RCPD update

4:00 PM Joint City/County/County Meeting (at City Offices)

18. City/County/County Meeting Agenda

Adjournment

Announcement

Good Morning Manhattan Virtual Meeting will be held today 7:30 - 8:30 a.m. via Zoom.

Beginning at 7:30 a.m. Thursday, January 21, 2021 lasting until approximately 8:30 a.m., the BOCC will be in its usual public meeting location, joining a Zoom meeting hosted by the Chamber of Commerce. This Chamber of Commerce Zoom call will be placed on a speaker phone, so BOCC members can “listen” to the presentations made by the scheduled speakers. But BOCC members will not participate in the Chamber of Commerce meeting. BOCC members will be “muted” during the Chamber of Commerce Zoom call.

Members of the Public are welcome to attend, in the BOCC Chambers, beginning at 7:30 a.m., on the above date, in order to listen to the Chamber of Commerce Zoom call.

At the conclusion of the Chamber of Commerce’s Zoom call, the BOCC will be on break until 9:00 a.m., when the regular meeting of the BOCC will begin at the BOCC’s same usual public meeting location. Riley County will begin its live stream of its regular meeting beginning at 9:00 a.m.

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 APPRAISER'S OFFICE
Agreement

Greg McHenry
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

COMMISSION AGENDA REPORT

FROM: Lisa McAdams

MEETING: January 21, 2021

SUBJECT: Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Aimee Nelson of [Re]Think Real Estate

PRESENTER: Greg McHenry

POSSIBLE MOTION(S)

Move to approve Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Aimee Nelson of [Re]Think Real Estate

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- ReThink (PDF)

REAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT

This Real Estate Sales Data Search Service Agreement is made and entered into this 12th day of January, 2021 by and between Riley County, Kansas, a municipal government under the laws of the State of Kansas, by and through the County ("County"), the County Appraiser ("Appraiser") and Aimee Nelson of ReThink Real Estate with its principal offices located at 313 Poytz Ave A. Manhattan, KS ("Member").

WHEREAS, Appraiser has developed an Internet site whereby persons authorized by K.S.A 79-1437f can access Riley County real estate sales information; and

WHEREAS, Appraiser has authority to enter into on-line access agreements to provide access to the forgoing records, and Appraiser accepts responsibility for daily management of this Agreement; and

WHEREAS, Member is an authorized person under K.S.A. 79-1437f and has requested access to the real estate sales data on the Appraiser's internet site, and desires to do so at a price sufficient to permit County to recover its costs of labor and material, as well as depreciation of equipment; and

WHEREAS, the County and Member desire to enter into an agreement for access to images of real estate sales data on the Appraiser's internet site.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the County and Member agree as follows:

1. Services

- 1.1. The County Agrees to provide on-line access to electronic images of Riley County real estate sales information to Member pursuant to the terms and conditions stated in the Agreement (the "Agreement"). Member shall access the images via Appraiser's web site ("web site") through the use of a user ID and password. The County will provide reasonable maintenance and support to the web site. No other services are provided under this Agreement. The images of real estate sales information provided through the Service will include the information obtained from the real estate sales validation questionnaires required by K.S.A. 79-1437c.
- 1.2. Member is responsible for establishing, providing and maintaining its own connection to Appraiser's web site.
- 1.3. Member acknowledges and agrees that the Appraiser's web site was developed by and is solely owned by the County and that it will remain the exclusive property of the County.

2. Fees and Payments

- 2.1. Member has two payment options for accessing the Appraiser's web site. The Member agrees to pay based on one form of access chosen below (**Check appropriate box**).

 Site license. This allows unlimited Member employees access to Appraiser's web site. The annual charge is \$575.

✓ **Individual user license.** This allows a single user unlimited access to Appraiser's web site. The annual charge is \$190. If this option is chosen, each individual user who needs access will be required to pay for a license, for example; 3 users need access ($3 \times \$190 = \$570$). **Each individual user will need to sign an Agreement.**

Member agrees to pay the annual service fee on or before January 1 of each successive year.

Payment for the first calendar year of service is due in full upon signing of this Agreement, regardless of the date of the Agreement. All notices and payments shall be returned to:

**Riley County Appraiser's Office
110 Courthouse Plaza B302
Manhattan, KS 66502**

- 2.2. If a Member chooses the Individual user license option, but abuses the license option but shares (intentionally or accidentally) the username and password with other users, access to the Appraiser's web site will be suspended and will not be reinstated until a new Agreement, acceptable to County, is signed and an additional \$500 site license option is paid.
- 2.3. County expressly reserves the right to increase the fees set forth above, in its sole discretion. County shall provide to Member thirty (30) days advance written notice of any such increase and Member shall have the option of terminating the Agreement within the thirty (30) day notice period. County shall terminate service to Member on December 31 of the year the Member provides formal written notice to County to terminate agreement, if Member has paid annual service access fee for that calendar year. If Member provides formal written notice to terminate agreement after January 1, without payment of the annual service access fee for that year, County shall immediately terminate service.
- 2.4. Services may be reinstated to a terminated Member, at the sole discretion of County, following the signing of a new agreement and payment of the annual service access fee.

3. Illegal Provisions

- 3.1. If any provision of this Agreement shall be declared to be illegal, void, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall remain in full force and effect.

4. Interruption of Service

- 4.1. Appraiser's office shall make reasonable efforts to provide adequate and uninterrupted service under the terms hereof. However, Appraiser and County shall not be liable for interruption of service or delays in providing access to the information described herein. The images provided may not be true, complete and accurate. Member will indemnify and

hold harmless hereunder Appraiser and County for any third party claims that the images hereunder were or are not true, complete or accurate. Periodic maintenance shall take place whenever deemed necessary at the sole direction of County, Appraiser, or the Information Systems department of County.

5. **Member's Responsibilities and Certification**

- 5.1. The receipt of data through the Appraiser's web site is a privilege, not a right and that the use or misuse of this information for unlawful purposes may result in the revocation of access of Member at any time.
- 5.2. The Member acknowledges and agrees that only those persons authorized by K.S.A. 79-1437f to access the service, including the data contained in the real estate sales validation questionnaires, because Member is one of the following persons or entities and will use the data for one of the following purposes (**Check all appropriate boxes**).
- _____ K.S.A. 79-1437f (d) appraiser licensed or certified pursuant to K.S.A. 58-4101 et seq., and amendments thereto, for appraisal or property and preparation of appraisal reports;
- _____ K.S.A. 79-1437f (e) financial institutions for conducting appraisals as required by federal and state regulators;
- ☒ K.S.A. 79-1437f (i) a person licensed pursuant to the real estate brokers' and salespersons' act for purposes of fulfilling their fiduciary duties to clients and providing information on market value of property to clients.
- 5.3. Member agrees that its use of the service and of information obtained through the service will be solely for purposes authorized by K.S.A. 79-1437f and that the information obtained from the service will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.
- 5.4. If Member's status changes, K.S.A. 79-1437f is amended or repealed, or if for any other reason Member is no longer authorized under K.S.A. 1437f to access the contents of real estate sales validation questionnaires, Member shall immediately notify the County and this Agreement shall automatically terminate without further notice. There will not be a proration of fees in the event of termination prior to the end of the contract year.
- 5.5. Member is solely responsible for its activities hereunder. Member is also solely responsible for any unauthorized access or use, by means of Member's password, or username; and shall hold harmless and indemnify both the County and Appraiser for any claims made based on such unauthorized use or access. Member agrees that it will not act hereunder for any illegal purpose, in infringement or copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.
- 5.6. The County shall provide to Member a user ID and password accessing the information described herein. Member is solely responsible for managing its user ID and password. Member shall take all necessary and appropriate security measures to insure that Member's user ID and password is not disclosed to other persons or entities. Member shall not

share, loan, assign, transfer, or release its user ID and password to any other person or entity.

- 5.7. The County reserves the right to take all reasonable and necessary steps to protect the security of Riley County data from account abuse, or if account security has been compromised.
- 5.8. Member agrees that it will not use the data and information obtained through the Service for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed in such data, nor will Member sell, give or otherwise make available to any person any list of names or addresses contained in or derived from such data for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed. Member has read K.S.A. 45-220 (Attachment 'A') and K.S.A. 21-3914 (Attachment 'B') regarding the prohibition against using data for direct or indirect solicitation and agrees to comply with all applicable laws regarding use of the data and information obtained through the this Agreement.

6. Disclaimer of Warranties

- 6.1. The County shall operate and maintain that web site, contingent upon the County's network and equipment capacity, and connection availability. Member acknowledges and agrees that the County does not operate or control the internet, or the World Wide Web.
- 6.2. The County expressly disclaims any express or implied warranties, representations, or endorsements regarding any information, products, or services provided pursuant to this Agreement or through the web site. Member acknowledges and agrees that the web site is for informational purposes only. The information, products, or services provided pursuant to this Agreement or through the web site are provided on an "as is" and "as available" basis without warranties or any kind, express or implied, and including but not limited to warranties of title, no infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the County's employees, agents, or contractors shall create a warranty. Under no circumstances shall the County be liable for any direct, indirect, incidental, special, punitive, or consequential damages or losses that result from Member's use of or inability to access any part of the web site or Member's reliance on or use of information, products, or services provided on or through the web site or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance.

7. Termination

- 7.1. The Agreement shall commence on the execution date of their contract and continue thereafter annually from January 1st of each year until termination by either part as provided herein. Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. Upon submission of such notice, this Agreement shall terminate at the conclusion of the thirty-day notice period. There will not be a pro-ration of fees in the event of termination prior to the end of the contract year.

8. Miscellaneous

- 8.1. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein.
- 8.2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 8.3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
- 8.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- 8.5. Member shall not assign, transfer, convey, sublet, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the County.

MEMBER**BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS**

By (Print): Aimee Nelson
 Signature: Aimee Nelson
 Title: Broker/Owner
 Date: 1/12/21
 Phone Number: 785-320-0222
 Fax Number: N/A
 E-Mail: Rethink785@gmail.com
 Estimated # of Users: 1

 John Ford, Chairman

Approved:

By: Greg McHenry
 Greg McHenry, Riley County Appraiser

Date: 1-12-21

Attachment A to "Contract" Between Riley County (hereinafter "County"), and
Aimee Nelson of [RE]Think Real Estate (hereinafter "Member").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 12th day of January, 2021.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.

2. **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 the contract 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 contractual 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 County as a party, Member 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 County's objectives of this provision.

3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1 **Service Standards and Procedures.** Member shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.

 - 3.2 **Compliance With Law.** Member shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.

4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract 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 Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Member. In the event of such termination, County agrees to give written notice of termination to Member. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the Member all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Member at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Member.

6. **ANTI-DISCRIMINATION CLAUSE.**

In carrying out the Contract, Member shall comply with K.S.A. 44-1001 *et seq.*

6.1 Member shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.

6.2 In all solicitations or advertisements for employees, Member shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

6.3 If Member fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Member shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.

6.4 If Member is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Member shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.

6.5 Member shall include the provisions of paragraphs 6.1 through 6.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such sub Member of Member.

6.6 Parties to the contract understand that this paragraph number 6 is not applicable if Member employs fewer than four employees or if Member's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Member thereby represents that such person is duly authorized by Member to execute the document on behalf of Member and Member agrees to be bound by the provisions thereof. Member shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Member for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Member shall bear the risk of any loss or damage to any personal property to which Member holds title.
12. **TERM AND TERMINATION.**

12.1 Term. This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

12.2 Termination for Cause. If Member shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Member shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Member 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 Contract and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Member shall not be relieved of liability to County by virtue of any breach of the Contract by Member.

12.3 Termination for Convenience. County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Member, stating the effective date of the termination for convenience.

12.4 Payment Calculation Upon Termination. In the event of termination under the Contract by either party, any amount owed Member will be calculated based solely upon payment for fair value of acceptable services provided by Member to the point of termination, which fair value is not the subject of a good faith dispute.

13. **PERSONNEL.**

13.1 Qualified Personnel. Member represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.

13.2 Minimum Wages. Member will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

13.3 Employee Conflict of Interest. Member shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

14. **PROHIBITION OF CONFLICTS OF INTEREST.**

14.1 Interest of Public Officials and Others. No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

A. Interest of Member. Member covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

B. Notice to Bidders. Requests for proposal or invitations for bid issued by Member to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

15. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

16. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

17. **LICENSES AND PERMITS.** Member shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Member shall notify County immediately if any required

license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

18. **PUBLIC DOCUMENTS.** It is agreed that the Contract, 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.
19. **MERGER/SALE/TRANSFER OF MEMBER ASSETS.** Member will notify County in writing at least thirty (30) calendar days in advance of Member's merger with any other business entity, or of any sale or other transfer of Member's assets to any other business entity. In the event of any such merger, sale or other transfer of Member assets, Member will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Member assets. After such merger, sale or other transfer of Member assets, Member will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Member under this Contract.
20. **SURVIVABILITY.** All paragraphs and all subparts thereof shall survive termination of this Agreement.

Member Name

County

By:

Aimee Nelson

By:

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, Chairman

Date:

1/12/21

Date:

ATTEST:

Rich Vargo, County Clerk

Date:

Approved as to Form

Attachment: ReThink (10241 : Appraiser website agreement with Aimee Nelson of [Re]Think Real Estate)

By: _____
Clancy Holeman, Riley County Counselor

Date: _____



Jayhawk Tower
700 SW Jackson St., Ste. 404
Topeka, KS 66603-3785
(785) 296-3411

Licensee Details

Name: AIMEE BETH NELSON

License Information

Number: 00234115

Type: Broker

Status: Active

Originally Issued: 8/13/2013

Last Renewed: 3/2/2020

Expiration: 3/1/2022

Responsible Broker

Name:

[RE]THINK REAL ESTATE

ID Number:

CO00002896

Type:

Company

Status:

Open

Affiliated Companies

Name:

[RE]THINK REAL ESTATE

ID Number:

CO00002896

Type:

Company

Status:

Open



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: Shannon Sterling, Administrative Assistant

MEETING: January 21, 2021

SUBJECT: Grant of Permanent Easement - Senn Road Bridge Replacement Project - Oman

PRESENTER: John Ellermann, Director of Public Works

Attached is a Grant of Permanent Easement with PD Oman Farm LLC, Dwight Oman, President, for the Senn Road Bridge replacement project in the amount of \$1,875.00.

Staff recommends approval. This is a Sales Tax project.

POSSIBLE MOTION(S)

Move to approve the Grant of Permanent Easement with PD Oman Farm LLC.

Move to table for further review.

Enclosures:

- Grant of Permanent Easement-Oman (PDF)

GRANT OF PERMANENT EASEMENT

This agreement, made this _____ day of _____, 20____, by and between, PD Oman Farm LLC, a Kansas limited liability company, Dwight Oman, President hereinafter called Party of the First Part; and the BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, Party of the Second Part.

WITNESSETH: That WHEREAS, it has been found necessary by the Second Party to lay out, relocate, widen, or alter the public road known as:

Senn Road

NOW, THEREFORE, in consideration of the sum of:

Compensation for Permanent Easement (0.40 Acres at \$2,500.00/acre) = \$1,000.00
Compensation for Fence (350 linear feet at \$2.50/ft.) = \$875.00
Total Compensation = \$1,875.00

The party of the First Part does HEREBY AGREE TO GRANT, to the party of the Second Part, PERMANENT EASEMENTS, solely for the purpose of constructing a road and/or Bridge Project, described as follows:

DESCRIPTION: PERMANENT RIGHT OF WAY

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE 6th P.M., RILEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30; THENCE ALONG THE WEST LINE OF SAID SECTION 30
 S. 00°00'00" W. 4111.73 FEET TO THE POINT OF BEGINNING; THENCE
 S. 84°42'08" E. 171.75 FEET; THENCE
 S. 34°30'28" E. 39.05 FEET; THENCE
 S. 84°42'08" E. 35.00 FEET; THENCE
 N. 70°51'14" E. 60.42 FEET; THENCE
 S. 84°42'08" E. 60.00 FEET; THENCE
 N. 76°40'53" E. 63.31 FEET; THENCE
 N. 04°58'07" E. 40.00 FEET; THENCE
 N. 85°01'53" W. 9.77 FEET; THENCE
 N. 63°03'12" W. 53.79 FEET; THENCE
 N. 84°42'08" W. 75.00 FEET; THENCE
 N. 44°18'08" W. 61.72 FEET; THENCE
 S. 55°29'32" W. 62.48 FEET; THENCE
 N. 84°42'08" W. 183.71 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30;
 THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30
 S. 00°00'00" W. 75.32 FEET TO THE POINT OF BEGINNING, CONTAINING 0.79 ACRES (INCLUDES 0.39 ACRES OF EXISTING ROAD RIGHT OF WAY AND 0.40 ACRES OF NEW PERMANENT RIGHT OF WAY)

Attachment: Grant of Permanent Easement-Oman (10244 : Grant of Permanent Easement - Senn Road)

2/2 Perm Esmnt

SAID PERMANENT RIGHT OF WAY EASEMENT, HEREBY GRANTED AND RIGHTS HEREIN SET FORTH to continue so long as said property is used as a Public Road Right of Way, or in connection therewith, subject to all the provisions of the law relating thereto.

THIS AGREEMENT will become binding only after both Parties have signed this document.

IN WITNESS WHEREOF: The Said Parties have hereunto subscribed their names.

Party of the First Part

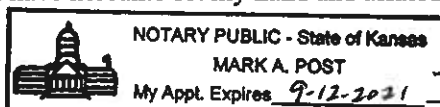
Dated: 1-8-2021

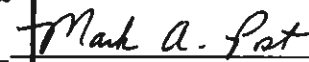

PD Oman Farm LLC
Dwight Oman, President

STATE OF KANSAS)
) SS
 COUNTY OF RILEY)

BE IT REMEMBERED, That on this 8TH day of JANUARY, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Dwight Oman, President of PD Oman Farm LLC, a Kansas limited liability company, who is personally known to me to be the same person, who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed my notarial seal on the day and year last above written.




 NOTARY PUBLIC

My appointment expires: 9-12-2021

Party of the Second Part

Dated: _____

 Chairman, Riley County
 Board of Commissioners

Attachment: Grant of Permanent Easement-Oman (10244 : Grant of Permanent Easement - Senn Road)



PUBLIC WORKS
Permit

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Administrative Assistant
MEETING: January 21, 2021
SUBJECT: Highway Use Permit, Twin Valley Telephone
PRESENTER: John Ellermann, PE, Director of Public Works

BACKGROUND

Twin Valley Telephone is requesting permission to work in the right of way to bury telephone drop to 15375 LK & W Road

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Twin Valley Telephone permission to complete the work as outlined in the Permit.

Enclosures:

- 12.15.20-TVT_LK&W Rd (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

Twin Valley Telephone Installing Underground Telephone Cable
 Applicant Name Type of Construction
PO Box 395 Miltonvale KS 67466
 Applicant Mailing Address City State Zip

Applicant hereby requests permission to Bury telephone drop to 15375 LK&W Rd
 along and/or across the public roads of Riley County, Kansas, according to the details and route shown on the attached plans and standards
 for said construction.

A \$100 Application Fee and a detailed map of location (include an aerial when possible) are required.

In support of its application, the Applicant states it is in the best interest of the residents of Riley County to allow construction of said facility. In addition, Applicant agrees as follows:

- Facility shall be installed in conformance with all items on approved plans, pertinent national codes/standards and the Riley County Highway Use Permit Requirements and Procedures. Any request for variance shall be an addendum to this application. Any utility sharing facilities with another entity is required to obtain a separate Highway Use Permit for their installation.
- A refundable deposit as specified in the Riley County Highway Use Permit Requirements and Procedures, made payable to Riley County, Kansas, shall accompany this application to guarantee satisfactory performance of the conditions of this permit.
- The County Engineer and/or the Township Trustee shall have the authority to require any needed repairs resulting from such construction in the road right-of-way for a period of one year from date of completed construction.
- In the event of road improvement or maintenance within the right-of-way, the applicant or its assigns will be responsible for the relocation of the facility at no cost to Riley County or the Township.
- Applicant shall notify the County Engineer at least 2 business days prior to the beginning of construction and upon completion of construction at 785-537-6330.
- It is understood, the work shall commence within three (3) months of the permit approval and be completed within thirty (30) days of the estimated duration of construction otherwise, the permit becomes null and void, unless an extension of time is approved.
- Applicant further represents it shall comply with and abide by any rule, regulation or condition of the permit made by the County Engineer and/or the Township Trustee.

Submitted by: Brett F Gisselbeck

Submitter's signature

Date

Brett F Gisselbeck
 Printed Name & Title

785-427-7631
 Submitter's Telephone Number

brett.gisselbeck@tvtinc.net
 Submitter's Email Address

When we get permit back
 Proposed Date of Construction

12-15-2020
 Date

Twin Valley
 Contractor Name

785-427-7631
 Contractor Telephone Number

1 Week
 Estimated Duration of Construction

RECOMMENDED BY: John E. Hanna

Riley County Engineer

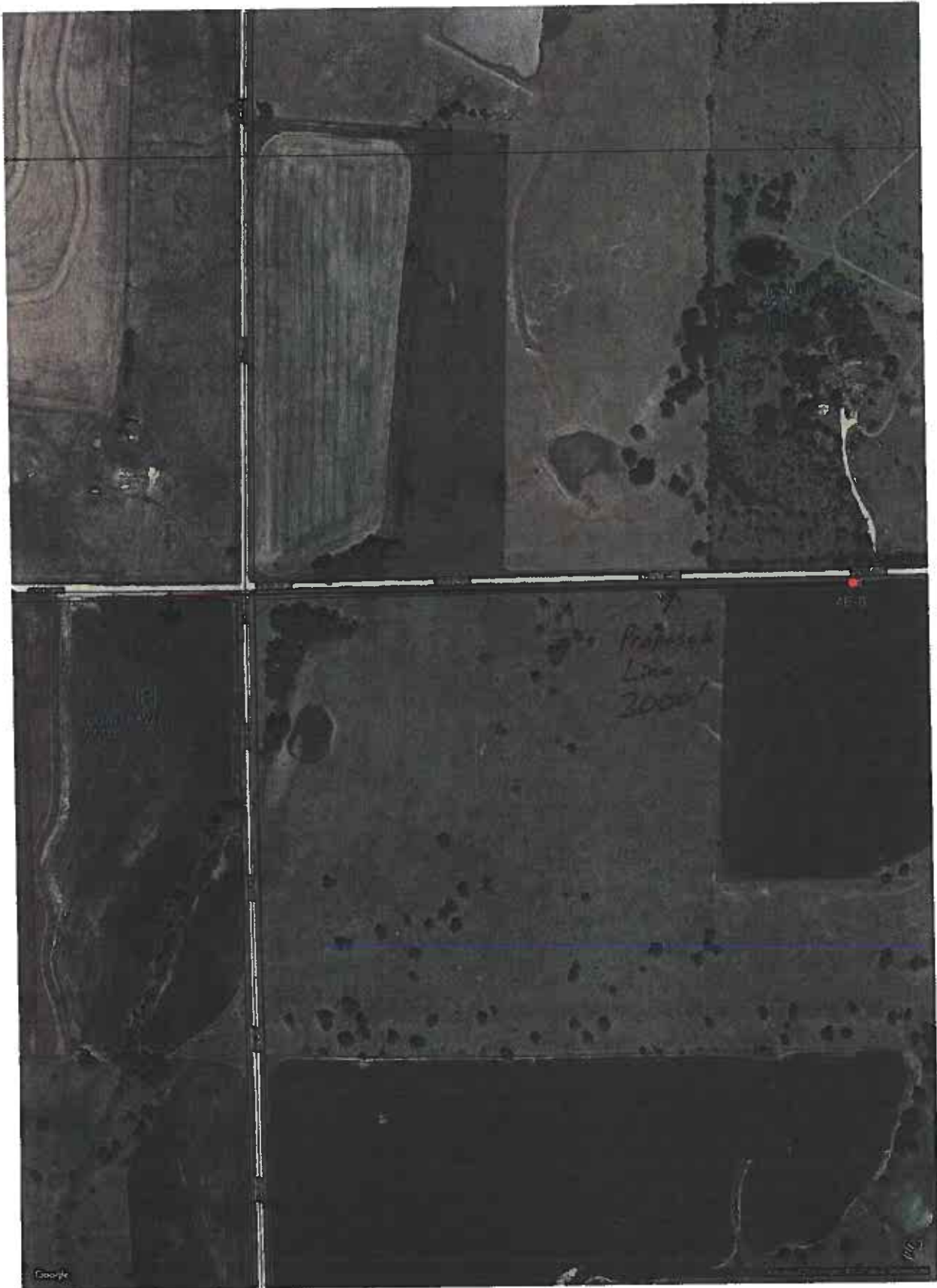
Permit granted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
 RILEY COUNTY, KANSAS

Chairperson

OFFICE USE ONLY:

Application Fee: \$100.00\$1,000 Deposit ☒ Bond ☐ Letter ☐Receipt No. 012466 Date: 1-6-2021Signature: Sharon Stea



N
↑

Attachment: 12.15.20-TVT_LK&W Rd (10247 : Highway Use Permit)



PUBLIC WORKS
Permit

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Administrative Assistant
MEETING: January 21, 2021
SUBJECT: Highway Use Permit, Twin Valley Telephone
PRESENTER: John Ellermann, PE, Director of Public Works

BACKGROUND

Twin Valley Telephone is requesting permission to work in the right of way to bore under Welsh Road.

RECOMMENDATION(S)

Staff recommends approval of the Highway Use Permit as presented.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Twin Valley Telephone permission to complete the work as outlined in the Permit.

Enclosures:

- 12.15.20-TVT_Welsh Rd (PDF)

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

Twin Valley Telephone Installing Underground Telephone Cable
 Applicant Name Type of Construction
PO Box 395 Miltonvale KS 67466
 Applicant Mailing Address City State Zip

Applicant hereby requests permission to Bore under Welsh Rd
 along and/or across the public roads of Riley County, Kansas, according to the details and route shown on the attached plans and standards for said construction.

A \$100 Application Fee and a detailed map of location (include an aerial when possible) are required.

In support of its application, the Applicant states it is in the best interest of the residents of Riley County to allow construction of said facility. In addition, Applicant agrees as follows:

- Facility shall be installed in conformance with all items on approved plans, pertinent national codes/standards and the Riley County Highway Use Permit Requirements and Procedures. Any request for variance shall be an addendum to this application. Any utility sharing facilities with another entity is required to obtain a separate Highway Use Permit for their installation.
- A refundable deposit as specified in the Riley County Highway Use Permit Requirements and Procedures, made payable to Riley County, Kansas, shall accompany this application to guarantee satisfactory performance of the conditions of this permit.
- The County Engineer and/or the Township Trustee shall have the authority to require any needed repairs resulting from such construction in the road right-of-way for a period of one year from date of completed construction.
- In the event of road improvement or maintenance within the right-of-way, the applicant or its assigns will be responsible for the relocation of the facility at no cost to Riley County or the Township.
- Applicant shall notify the County Engineer at least 2 business days prior to the beginning of construction and upon completion of construction at 785-537-6330.
- It is understood, the work shall commence within three (3) months of the permit approval and be completed within thirty (30) days of the estimated duration of construction otherwise, the permit becomes null and void, unless an extension of time is approved.
- Applicant further represents it shall comply with and abide by any rule, regulation or condition of the permit made by the County Engineer and/or the Township Trustee.

Submitted by: _____

Submitter's signature

12-15-2020

Date

Brett F Gisselbeck

Printed Name & Title

785-427-7631

Submitter's Telephone Number

brett.gisselbeck@tvtinc.net

Submitter's Email Address

Twin Valley

Contractor Name

785-427-7631

Contractor Telephone Number

When we get permit back 1 Day

Proposed Date of Construction

Estimated Duration of Construction

RECOMMENDED BY: _____

Riley County Engineer

Permit granted this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
 RILEY COUNTY, KANSAS

Chairperson _____

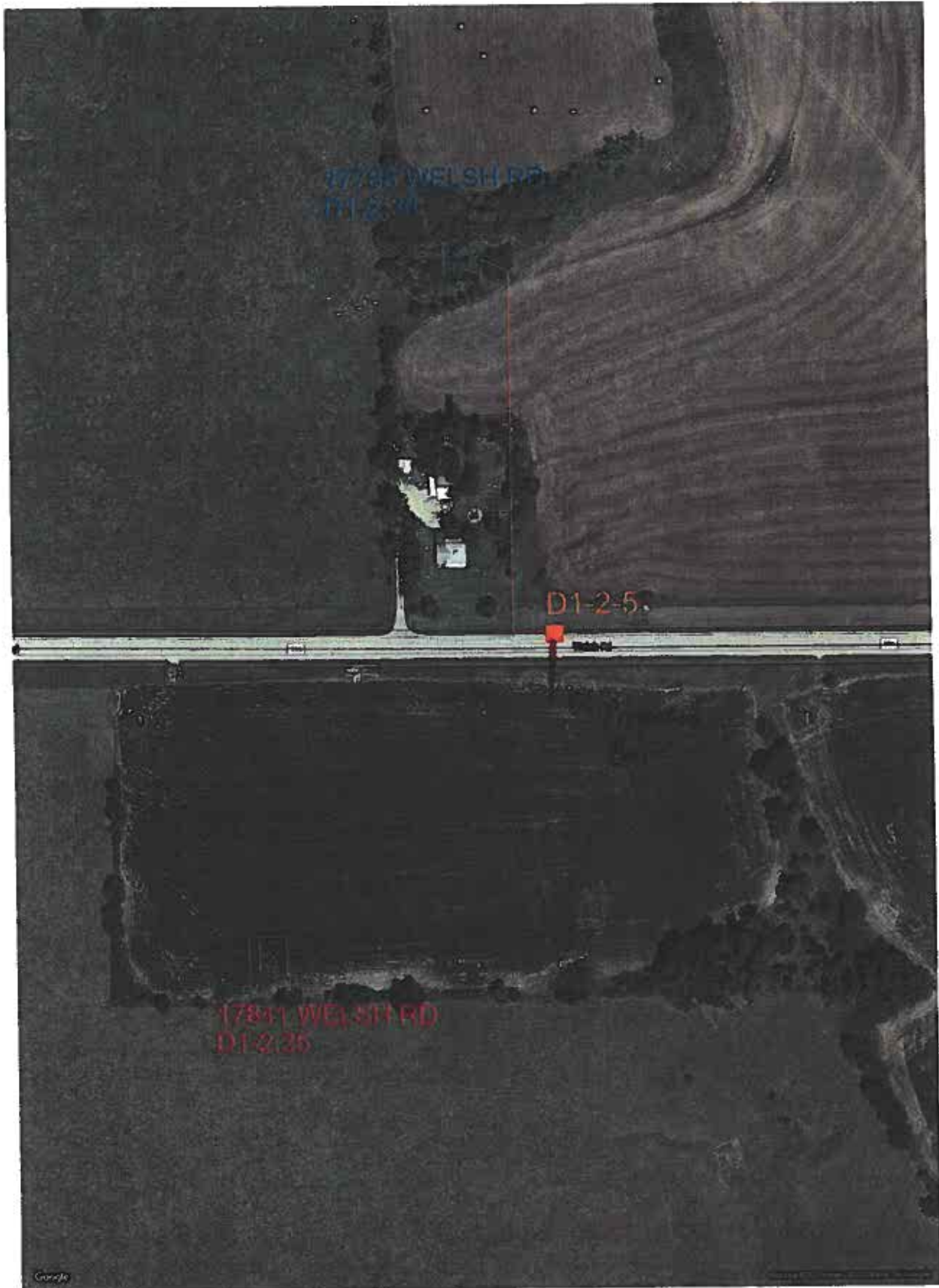
OFFICE USE ONLY:

Application Fee: \$100.00\$1,000 Deposit ☒ Bond ☐ Letter ☐Receipt No. 012465 Date: _____1-6-2021

Signature: _____

Shannon Stirling

Attachment: 12.15.20-TVT_Welsh Rd (10246 : Highway Use Permit)



Attachment: 12.15.20-TVT_Welsh Rd (10246 : Highway Use Permit)



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 21, 2021

SUBJECT: 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:

- Contract for Services with Hali Rowland (PDF)



Contract for Services

This is a contract 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 the terms and conditions of this contract for services.

The contractor shall perform the following services for the Client:

- A. Write formal media releases and edit copy
 - B. Publish public service announcements
 - C. Provide guidance on the use of social media
 - D. Disseminate public information as needed
 - E. Create and execute social media campaigns
2. **EQUIPMENT** The Contractor will supply all of the tools and equipment needed to perform the services as listed, except if the Contractor's work must be performed on or with the Company's equipment (i.e. any access programs to information sharing that the Client requires). The Client will provide access to department records, data, or infrastructure as necessary for Contractor to fulfill her obligations under this contract, provided Contractor first executes and returns to Client any document Client requires before allowing Contractor access to Client's computer network, access programs or infrastructure. Contractor will provide the means necessary to complete the services as outlined in Section 1 of this document.
 3. **FINANCIAL AGREEMENT:** The Client will pay Contractor \$52.00 per hour for work up to 40 hours per week. If work is required over 40 hours in one week, the Client will pay Contractor an hourly rate of \$75.00 per hour for those hours worked in excess of 40 hours. The Contractor **will not** work over 40 hours without the advance written permission of the Client.

Contractor will invoice on a monthly basis on the last day of the month to be paid by the Client the following month. Time spent recording work and invoicing will not be

considered time worked and will not be invoiced or billed to Client. The compensation agreed upon in this section will be the sole compensation provided to the Contractor under this agreement.

No Payment in Certain Circumstances: Payment will not be made to the Contractor under these circumstances:

- A. Contractor did not perform the Services to the reasonable satisfaction of the Client.
 - B. Services are performed outside of the agreed upon term set forth in this contract.
 - C. Client may terminate this contract immediately for convenience at any time during the term, by verbal or written notice and may immediately deny Contractor access to Client's computer network, even before Contractor receives verbal or written notice from Client. Upon receipt of such notice of termination, Contractor shall immediately cease all work under this agreement and immediately return to Client all of Client's equipment, records and data. If this contract is terminated by Client for convenience, Contractor shall only be paid for acceptable work completed prior to termination.
4. **TERM:** It is mutually agreed that this contract shall be from **January 16, 2021 to January 22, 2021**. Subject to paragraph 3.C. herein, this contract is subject to potential review, revision, or cancellation at the request of either party if such party gives **2 days** advance written notice to the other party. In the event of such notice of potential review, revision or cancellations, both parties agree to work in good faith towards a mutually beneficial contract. Client retains at all times the sole right to cancel for convenience. (See paragraph 3.c. herein.)
 5. **CREDENTIALS:** The Client will maintain confidentiality of the credentials and login details necessary during the term of the contract. The client will share these credentials and logins with the Contractor as necessary for her to perform her work, provided Contractor executes and returns to Client any document(s) Client requires before allowing Contractor access to Client's computer network, access programs or infrastructure. (See paragraph 2 herein. Contractor will not share these credentials and login details with third parties without advance written permission from Client. At the cancellation or expiration of this contract, Contractor's access to Client's computer network, access programs and infrastructure will end, and Contractor will be prohibited from accessing them except as a member of the public.
 6. **CONFIDENTIALITY:** Due to the nature of the work, the Contractor will have access to or receive information that may be considered confidential by the Client. The Contractor will treat confidential information as such and will not disclose such information to any third party or use it for any purpose but fulfilling the terms set forth in this contract.
 7. **LEGAL CONTINGENCIES:**
 - a. Work products produced from this contract are the property of the Client and shall not be used for any other purpose without advance written permission from Client. Work products include, but are not limited to all materials and branded materials which represent the Client. This does not include generic templates, tools, or online workspaces the Contractor maintains to perform her work and

which generic templates, tools or online workspaces Contractor owned before this contract was executed.

- b. This contract shall conform with the laws of the State of Kansas. Kansas law, without reference to Kansas conflict of laws principles, will prevail in the event of any conflict between this contract and state law. Any legal actions taken under the scope of this contract will be filed in Riley County, Kansas. If it is determined that Riley County courts have no jurisdiction over the matter in question, then the legal action will be filed in the federal court located in Topeka.
8. **CONTRACTOR STATUS:** Those involved agree the relationship status between Ms. Rowland and the Riley County Government is that of an independent contractor. The Contractor has the sole right to establish the means, details, manner, and method the services will be performed while performing the services at any time, place, or location. Contractor is not eligible for employee benefits provided by the Client. Contractor will be solely responsible for payment of all federal, state, and local taxes that may accrue as a result of the services provided. No withholdings or deductions will be made from the compensation set forth.
 9. **OTHER:** The Contractor may enter into or engage in other contracting opportunities during the terms of this agreement.
 10. **LIABILITY INSURANCE:** Contractor agrees to maintain \$1 Million in liability insurance to cover the performance of the Contractor's services pursuant to this agreement. A certificate of insurance shall be made available to Client upon execution of this contract.

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 01/20/21

Hali Rowland Date

Contractor

Hali Rowland Communication

Date

Client

Riley County Government



COUNTY CLERK & ELECTIONS
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Lori Muir, Real Estate Specialist

MEETING: January 21, 2021

SUBJECT: Sign Tax Roll Corrections

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Corrections.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- image16580 (PDF)
- image16903 (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2021/01/13

8.a

Taxpayer ID SCHW0087
Owner ID SCHW0087

Control # 2021000024

Tax Year 2016
Tract # SH20213

SCHWERDT, SHAWN

CAMA # 111-12-0-10-02-015-00-0-01

7000 REDBUD DR

TU 77 Sherman Township
Parcel 1500
USD 330 USD 384

MANHATTAN, KS 66503-9124

UNIVERSITY PARK
LOTS 205, 206 & 207

APPRAISER SECTION (Value)

2021/01/13 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RR	1210	83040	84250

Total	1210	83040	84250
-------	------	-------	-------

Assessed Prior to Correction:

RR	139	9550	9689
----	-----	------	------

Total	139	9550	9689
-------	-----	------	------

SB41	2300
------	------

Appraised After Correction:

CL	Land	Imp	Total
RR	1210	71210	72420

Total	1210	71210	72420
-------	------	-------	-------

Assessed After Correction:

RR	139	8189	8328
----	-----	------	------

Total	139	8189	8328
-------	-----	------	------

SB41	2300
------	------

Net Change	11830-
------------	--------

Net Change	11830-
------------	--------

Net Change	1361-
------------	-------

Total	1361-
-------	-------

SB41	
------	--

CLERK SECTION (Tax)

2021/01/13 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 127.22800	Gen Tax	1232.72
----------------	---------	---------

	SB41 \$	46.00
--	---------	-------

SB41 Tax Dollars	1186.72
------------------	---------

Tax After Correction:

Levy 127.22800	Gen Tax	1059.56
----------------	---------	---------

	SB41 \$	46.00
--	---------	-------

SB41 Tax Dollars	1013.56
------------------	---------

Net Change

Net Change	173.16-
------------	---------

Net Change	173.16-
------------	---------

Net Change	173.16-
------------	---------

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	127.22800
----------------------	-----------

Net Change in Levied Tax Dollars	173.16-
----------------------------------	---------

Net Change in SB41 Exemption

Net Change in Total Tax Dollars	173.16-
---------------------------------	---------

Type of Correction DECREASE

Correction Code	TP TAX PROTEST	Rate	2.00%
-----------------	----------------	------	-------

Tax Statement #	26779
-----------------	-------

Comments PUP adjustment per Appraiser

Owner SCHW0087
SCHWERDT, SHAWN

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.

(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image16580 (10245 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2021/01/13

8.a

Taxpayer ID ZACK0009
Owner ID ZACK0009

Control # 2021000025

Tax Year 2020
Tract # 003172

ZACK, NICKOLAS & BONNIE

CAMA # 203-07-2-80-10-005-00-0-01

WARD 3 LOT 207

519 BERTRAND ST

TU 2 Manhattan City

Parcel 5310

MANHATTAN, KS 66502-5101

USD 320 USD 383

APPRAISER SECTION (Value)

2021/01/13 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	45000	78100	123100
—	—	—	—
—	—	—	—
—	—	—	—
Total	45000	78100	123100

—	—	—	—
—	—	—	—
—	—	—	—

Total	45000	78100	123100
-------	-------	-------	--------

Assessed Prior to Correction:

RU	5175	8982	14157
—	—	—	—
—	—	—	—
—	—	—	—
Total	5175	8982	14157

—	—	—	—
—	—	—	—
—	—	—	—

Total	5175	8982	14157
-------	------	------	-------

SB41	2300	—	—
------	------	---	---

Appraised After Correction:

CL	Land	Imp	Total
RU	45000	50900	95900
—	—	—	—
—	—	—	—
—	—	—	—
Total	45000	50900	95900

—	—	—	—
—	—	—	—
—	—	—	—

Total	45000	50900	95900
-------	-------	-------	-------

Assessed After Correction:

RU	5175	5854	11029
—	—	—	—
—	—	—	—
—	—	—	—
Total	5175	5854	11029

—	—	—	—
—	—	—	—
—	—	—	—

Total	5175	5854	11029
-------	------	------	-------

SB41	2300	—	—
------	------	---	---

Net Change
27200-

—	—
—	—
—	—

27200-

Net Change

3128-

—	—
—	—
—	—

Total 3128-

SB41

CLERK SECTION (Tax)

2021/01/13 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy	155.27200	Gen Tax	2198.20
—	—	—	—
—	—	—	—
—	—	—	—
SB41 Tax Dollars		2152.20	—

—	—	—	—
—	—	—	—
—	—	—	—

SB41 Tax Dollars		2152.20	—
------------------	-------	---------	---

Tax After Correction:

Levy	155.27200	Gen Tax	1712.50
—	—	—	—
—	—	—	—
—	—	—	—
SB41 Tax Dollars		1666.50	—

—	—	—	—
—	—	—	—
—	—	—	—

SB41 Tax Dollars		1666.50	—
------------------	-------	---------	---

Net Change

485.70-

485.70-

485.70-

TREASURER SECTION (Summary)

Net Change in Assessed Value

(no SB41 influence)

Applicable Mill Levy

Net Change in Levied Tax Dollars

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

3128-

155.27200

485.70-

=====
485.70-
=====

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Tax Statement # 21522

Comments PUP adjustment per Appraiser

Rate 2.00%

Owner ZACK0009

ZACK, NICKOLAS & BONNIE

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.

(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image16580 (10245 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by IMUIR

2021/01/13

8.a

Taxpayer ID BANK0155
Owner ID SMIT0200

Control # 2021000026

Tax Year 2020
Tract # 094003A1

SMITH, SUSAN L

CAMA # 203-06-2-70-08-007-00-0-01

2312 BROCKMAN ST

TU 2 Manhattan City
Parcel 43680
USD 320 USD 383

MANHATTAN, KS 66502-4404

NORTHVIEW ACRES
LOT 3 ABAND RR
ADJ TO LOT 3

APPRAISER SECTION (Value)

2021/01/13 IMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	18460	111240	129700

Appraised After Correction:

CL	Land	Imp	Total
RU	18460	97440	115900

Net Change
13800-

Total	Land	Imp	Total
	18460	111240	129700

Total	Land	Imp	Total
	18460	97440	115900

13800-

Assessed Prior to Correction:

RU			
	2123	12793	14916

Assessed After Correction:

RU			
	2123	11206	13329

Net Change
1587-

Total			
	2123	12793	14916

Total			
	2123	11206	13329

1587-

SB41	2300
------	------

SB41	2300
------	------

SB41	1587-
------	-------

CLERK SECTION (Tax)

2021/01/13 IMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy	155.27200	Gen Tax	2316.04
		SB41 \$	46.00
SB41 Tax Dollars			2270.04

Tax After Correction:

Levy	155.27200	Gen Tax	2069.62
		SB41 \$	46.00
SB41 Tax Dollars			2023.62

Net Change
246.42-

SB41 Tax Dollars		2270.04
------------------	-------	---------

SB41 Tax Dollars		2023.62
------------------	-------	---------

SB41 Tax Dollars		246.42-
------------------	-------	---------

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy

Net Change in Levied Tax Dollars

Net Change in SB41 Exemption

1587-

155.27200

246.42-

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Tax Statement # 7984

Comments PUP adjustment per Appraiser

Rate 2.00%

Net Change in Total Tax Dollars

246.42-

Owner SMIT0200

SMITH, SUSAN L

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image16580 (10245 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2021/01/13

8.a

Taxpayer ID BANK0006
Owner ID MORN0003

Control # 2021000027

Tax Year 2020
Tract # R307388

MORNINGWOOD TRUST

CAMA # 212-04-0-00-00-001-26-0-01

2201 GRAND MERE PKWY

TU 8 Manhattan City

THE RESERVE #3
PT OF LOT 1 IN SEC 4

MANHATTAN, KS 66503-5402

Parcel 335
USD 300 USD 378

APPRAISER SECTION (Value)

2021/01/13 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	630620	653080	1283700
Total	630620	653080	1283700

Total	630620	653080	1283700
-------	--------	--------	---------

Assessed Prior to Correction:

RU			
RU	72521	75104	147625
Total	72521	75104	147625

Total	72521	75104	147625
-------	-------	-------	--------

SB41	2300
------	------

Appraised After Correction:

CL	Land	Imp	Total
RU	549180	653080	1202260
Total	549180	653080	1202260

Total	549180	653080	1202260
-------	--------	--------	---------

Assessed After Correction:

RU			
RU	63156	75104	138260
Total	63156	75104	138260

Total	63156	75104	138260
-------	-------	-------	--------

SB41	2300
------	------

Net Change	81440-
------------	--------

Net Change	81440-
------------	--------

Net Change	9365-
------------	-------

Total	9365-
-------	-------

SB41	
------	--

CLERK SECTION (Tax)

2021/01/13 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy	155.73300	Gen Tax	22990.08
SB41 Tax Dollars			22944.08

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy

Net Change in Levied Tax Dollars

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

Net Change in Total Tax Dollars

Net Change in Total Tax Dollars

Net Change in Total Tax Dollars

Net Change in Total Tax Dollars

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Tax After Correction:

Levy	155.73300	Gen Tax	21531.64
SB41 Tax Dollars			21485.64

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Tax Statement # 1316

Comments PUP adjustment per Appraiser

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Comments PUP adjustment per Appraiser

Owner MORN0003

MORNINGWOOD TRUST

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.

(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Taxpayer ID KSUR0002
Owner ID KSUR0002

Control # 2021000032

Tax Year 2020
Tract # 754005

KSU REAL ESTATE FUND LLC

CAMA # 203-07-2-30-02-001-00-0-01

1800 KIMBALL AVE STE 200

TU 2 Manhattan City

K-STATE RESEARCH PK

MANHATTAN, KS 66502-3373

Parcel 112990
USD 320 USD 383

#1 LOT 5

APPRAISER SECTION (Value)

2021/01/19 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
EO	401190		401190

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Total	401190		401190
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Assessed Prior to Correction:

EO	401190		401190
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Total	401190		
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SB41			
------	--	--	--

Appraised After Correction:

CL	Land	Imp	Total
EO	366017		366017

VU	35173		35173
----	-------	--	-------

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Total	401190		401190
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Assessed After Correction:

EO	366017		366017
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VU	4221		4221
----	------	--	------

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--	--	--	--

Total	370238		4221
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SB41			
------	--	--	--

Net Change

35173-

35173

CLERK SECTION (Tax)

2021/01/19 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 155.27200	Gen Tax	
----------------	---------	--

	SB41 \$	
--	---------	--

SB41 Tax Dollars		
------------------	-------	--

Tax After Correction:

Levy 155.27200	Gen Tax	655.40
----------------	---------	--------

	SB41 \$	
--	---------	--

SB41 Tax Dollars		655.40
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Net Change

655.40

655.40

655.40

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

4221

Applicable Mill Levy

155.27200

Net Change in Levied Tax Dollars

655.40

Type of Correction INCREASE

Correction Code CO C.O.T.A./OTHER Rate 2.00%

Tax Statement # 19278

Comments Purchased 11-30-20 by

non-exempt entity, added back
to tax roll beginning 11-30-20

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

655.40

Owner KSUR0002

KSU REAL ESTATE FUND LLC

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

* Sold to Stormont-Vail Healthcare, Inc. 11/30/2020
Added back to tax roll

Attachment: image16903 (10245 : Tax Roll Corrections)



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 21, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-01 C Clark - Mechanic II (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date
☐ Change		Employee #

☒ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☐ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☒ Full Time	☒ Regular	☐ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

Clark	Curtis		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

PW Mechanic II	Public Works	001-040
Position Title	Department	Fund

2/1/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

L	2	\$20.37	☒ Hour	\$	☐ Month	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 25, 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, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, 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

Dani Hallgren and Lee Wolf, Konza Prairie Community Health and Dental Center

1. Konza Prairie Community Health and Dental Center update

9:15 AM

Lori Feldkamp, Big Lakes Developmental Center Director

2. Big Lakes Developmental Center update

9:30 AM

Press Conference

3. Presentation of retirement plaque to Pat Collins - John Ford (5 minutes)

9:45 AM

David Adams, EMS Director

4. Staff update

10:00 AM

Break

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Administrative Work Session

12:00 PM

Intergovernmental Luncheon

Attachment: 01-25-21 tentative agenda (10179 : Tentative Agenda)

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.

Attachment: 01-25-21 tentative agenda (10179 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 28, 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, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Barry Wilkerson, County Attorney

2. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:35 AM

Kevin Howser, IT/GIS Director

4. Staff update

9:50 AM

Shelly Williams, Community Corrections Director

5. Staff update

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.

Attachment: 01-28-21 tentative agenda (10179 : Tentative Agenda)



**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 21, 2021

SUBJECT: Approve "Right-of-Way Certificate" for Lakeside Heights Sewer and Water Project

PRESENTER: Clancy Holeman, Riley County Counselor

BACKGROUND

Attached for the Board's review and approval is a "Right-of-Way Certificate" for the Lakeside Heights Sewer and Water project.

DISCUSSION

This is a United States Department of Agriculture (Rural Development) form stating Riley County has obtained all rights-of-way necessary to allow bidding, award and construction of the Lakeside Heights project.

This project involves USDA funding. So this representation must be provided to allow the project to move forward.

I have verified the necessary rights-of-way have been obtained.

FISCAL IMPACT

Federal funding has been reserved for this project. The amount reserved by the USDA for loan proceeds toward project costs is \$181,000. The amount reserved by the USDA for grant proceeds toward project costs is \$139,000. The estimated project costs supported by this combination of federal loan and grant funds total \$320,000. Loan proceeds will be repaid by those property owners within the benefit district, through special assessments on their district property. This ensures that property taxpayers outside the boundaries of the benefit district will not pay for this benefit district project.

RECOMMENDATION(S)

I recommend the Board approve the attached "Right-of-Way-Certificate" to secure the described federal funds.

POSSIBLE MOTION(S)

A. "I move the Board approve the "Right-of-Way Certificate as presented and direct the Chairman to sign."

B. "I move the Board approve the "Right-of-Way Certificate" and direct the Chairman to sign after the following changes to text are made... ."

C. "I move the Board not approve the "Right-of-Way Certificate".

Enclosures:

- Right-of-Way Certificate (PDF)

RIGHT- OF - WAY CERTIFICATE

The undersigned, Board of Commissioners of Riley County, Kansas,
hereby certifies except as noted in item 4 below:

1. That the undersigned has acquired and presently holds continuous and adequate rights-of-way on private lands needed for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from, United States Department of Agriculture and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the facilities.
2. That the undersigned has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached "Right-of-way Map" shows the location and description of all land and rights-of-way acquired by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments. (See Attachment 1.)
4. Exceptions: N/A

WITNESS WHEREOF, applicant hereunto affixes its name and corporate seal this _____ day of

_____, 20_____.

By _____

Title _____

Attest:

(Secretary)

(Affix Corporate Seal Here)

Attachment 1 to Form RD 442-21, "Right-of-Way-Certificate"

RE: Lakeside Heights Sewer and Water Project

The entire paragraph # 3 is replaced with the following:

3. No "Right-of-Way Map" is necessary and will not be provided because the project plans and specifications sufficiently show the location and description of all land and rights-of-way acquired by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.


 Clancy Holman, Riley County Counselor

1-15-21
 Date

Accepted by: **AUSTIN MASTERS**

Digitally signed by AUSTIN
 MASTERS

Date: 2021.01.15 13:49:16 -06'00'

 Austin Masters, Loan Specialist
 USDA Rural Development

 Date

Attachment: Right-of-Way Certificate (10248 : Right-of-Way Certificate)



EXTENSION
Staff Update

Gary Fike
County Extension
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6350

STAFF REPORT

FROM: Gary Fike
MEETING: January 21, 2021
SUBJECT: Medicare Enrollment
PRESENTER: Megan Dougherty

Megan Dougherty, Family and Consumer Sciences Extension Agent, will update the BOCC on the number of clientele assisted and dollars saved during last fall's enrollment which ended December 15th.

Enclosures:

- Medicare (1) (PDF)

MEDICARE

2020

CLIENTS HELPED

- 192 CLIENTS
- AGES 50 - 96
- 45 NEW
- ALL VIRTUAL APPOINTMENTS

MONEY SAVED

- SAVINGS TOTALING \$286,892.89
- 72% CHANGED PLANS

PROGRAM HOURS

- 327 HOURS
- 8 WEEKS



AGENDA

JOINT CITY/COUNTY/COUNTY MEETING

CITY COMMISSION ROOM

THURSDAY, JANUARY 21, 2021

4:00 P.M.

NOTE: Due to precautions associated with the COVID-19 pandemic, **seating for the public is limited to only 29**. The public will use the north and southeast doors to enter the building. This Meeting will be televised live on local Cox Cable Channel 3, on the City's website at <http://cityofmhk.com/tv>, and viewable at City Hall. A recording will be made available on the City's website after the meeting.

1. State Legislative Issues: Dark Stores, etc. (City/Riley County/ Pottawatomie County)
2. City of Manhattan's Joint Maintenance Facility (Pottawatomie County/City)
3. Overview of Highway 13 and Seth Child Corridor (City/Riley County)



This meeting is being held in the City Commission Room at City Hall, 1101 Poyntz Avenue. In accordance with provisions of the ADA, every attempt will be made to accommodate the needs of persons with disabilities. Please contact the Human Resources Department (587-2443) for assistance.