



**Board of Riley County
Commissioners
Regular Meeting
Agenda
March 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, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Riley County Firing Range Water Line Project
4. Order to Credit Allowed Claim to Delinquent Taxes
5. Accept Neil Bruce's resignation and appoint Shaun Linenberger as Manhattan Township Trustee
6. Appoint John Ball to the Manhattan Urban Area Planning Board and approve Resolution

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Mar 1, 2021 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Craig Cox, Deputy County Counselor

10. aTa Bus Parking Lot Expansion Lease

9:15 AM

Russel Stukey, Emergency Management Director

11. Request to fill open position
12. Out of State Travel Request for radio system training.

9:30 AM

Greg McHenry, Appraiser

13. Appraiser's Office Report

- 9:50 AM** **Shelly Williams, Community Corrections Director (Zoom)**
14. Contract w/ Clay County Sheriff's Depart
- 10:00 AM** **Amanda Smeller, Planning/Special Projects Director**
15. Planning & Development - Staff Update
- 10:15 AM** **Clancy Holeman, Counselor/Director of Administrative Services**
16. Administrative Work Session
- 10:35 AM** **Julie Gibbs, Health Department Director**
17. RCHD request to fill Child Care Licensing Surveyor position

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.



PUBLIC WORKS
Contract

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: March 4, 2021

SUBJECT: Riley County Firing Range Water Line Project

PRESENTER: Gary Rosewicz, Assistant County Engineer

On February 22, 2021 during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Larson Construction Co., Inc. for the above mentioned project. Attached for your signature is the contract with Larson Construction Co., Inc. for the Riley County Firing Range Water Line Project in the amount of \$58,757.00.

This is a CIP funded project.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Larson Construction Co., Inc. in the amount of \$58,757.00.

Enclosures:

- Contract Agreement with Larson Construction (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **the people of Riley County, Kansas**, acting through their **County Commissioners**, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and **Larson Construction, Inc.**, party of the second part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with the law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents and has caused to be published in the manner and for the time required by law, an advertisement for and in connection with:

Riley County Firing Range Water Line Project

In accordance with the drawings, specifications, and other contract documents prepared by SMH Consultants, and

WHEREAS, the said Contractor in response to such advertisement has submitted to the Owner in the manner and at the time specified a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as result of such canvass has determined and declared the aforesaid Contractor to be the best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and successors and the Contractor for itself, himself or themselves or its, his or their successors and assigns or its, his or their executors and administrators as follows:

ARTICLE I. The Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project in strict compliance with the plans, specifications, and other contract documents herein mentioned which are hereby made a part of the contract.

ARTICLE II. The contract comprises the contract documents listed as follows. In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern except as otherwise specifically stated:

- a. Agreement (this instrument), including Contractual Provisions attachment and Exhibits to the Agreement.

b. Addenda to contract documents as follow:

Addendum No.	Dated
_____	_____
_____	_____

c. Legal and procedural documents.

1. Proposal
2. Instructions to Bidders.
3. Notice to Bidders.

d. Detailed specification requirements.

1. Special Provisions.
2. Supplemental Specifications.
3. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Divisions 150, 200, 300, 400, 500, 600, 700, 800, 900 and the Materials Division.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.
2. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Division 100, the General Clauses and Covenants.

g. Bonds.

1. Performance Bond.
2. Statutory Bond.
3. Bid Bond.

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **60 working days** as stated in his proposal.

ARTICLE IV. The Contractor shall at all times observe and comply with all Federal and State laws, local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and all such orders or decrees as exist at present and those which may be enacted late by bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner and all its officers, agents, representatives, and servants against any claim or liability from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself, his employees, or his subcontractors.

The Contractor shall comply with all applicable laws governing safety, health, and sanitation and shall provide all safeguard, safety devices, and protective equipment and take any other needed actions on his own responsibility necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

ARTICLE V. For the performance of work under this contract, the Owner has designated Riley County Engineer as a duly authorized agent to perform the duties of the Engineer as the duly authorized representative of the Owner. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and the work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the terms of the contract.

ARTICLE VI. The Owner shall have the right to terminate the employment of the Contractor after giving ten days written notice of termination to the Contractor and his surety in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all material, tools, and equipment thereon and may finish the work by whatever method and means he may select. The Owner may demand of the Contractor's surety that the surety proceed in place of the Contractor to complete the contract in accordance with the terms and provisions thereof. It shall be considered a default by the Contractor whenever he shall:

- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- b. Disregard or violate important provisions of the contract documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion including extensions thereof.
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

ARTICLE VII. The Contractor may suspend work or terminate the contract upon ten days written notice to the Owner and the Engineer for any of the following reasons:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.

- d. If the Owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of **Fifty-Eight Thousand, Seven Hundred Fifty-Seven Dollars (\$58,757.00).**

ARTICLE IX. Ten percent (10%) shall be deducted from each partial payment and retained by Riley County until the provisions of the contract and bond have been satisfied. If the work is progressing satisfactorily in accordance with the plans, this retainage may be reduced as the contract nears completion. At no time shall the retainage exceed five (5%) of the total contract amount.

ARTICLE X. The Contractor agrees to bond every subcontractor by the terms of the contract documents but in no way shall this be considered as creating any contractual relation between any subcontractor and the Owner.

ARTICLE XI. The Contractor shall purchase and maintain insurance in the following minimum amounts or the minimum amounts required by law, whichever is greater throughout this Agreement:

- a. Workers' Compensation and employer's liability insurance as required by the State of Kansas.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on site and off site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d. Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage identified in items "b" and "c", and Contractor waives subrogation against Owner as to said policies.
- e. Contractor shall file (3) copies of certificates of aforementioned insurances with Owner through Engineer.

ARTICLE XII. This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Contractor respectively and to his partners, successors, assigns, and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

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

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

John Ford, Chairman

LARSON CONSTRUCTION, INC.

By *Bob Rogers*

President
Title

2616 Eureka Terrace Manhattan KS
Address 66503

ATTEST: County Clerk

* * * * *

The contract and bond are in due form according to law and are hereby approved.

County Counselor

Bond No. KSC68322

PERFORMANCE BOND**KNOW ALL MEN BY THESE PRESENTS**

that the Contractor Larson Construction, Inc. of Manhattan, KS, as

principal, and as surety Merchants Bonding Company (Mutual)

a corporation authorized under the laws of the State of Iowa

with general offices in Des Moines, Iowa

and authorized to transact business in the State of Kansas are held and firmly bound unto

Riley County, Kansas as Owner, in the penal sum of **Fifty-Eight Thousand, Seven Hundred Fifty-Seven Dollars (\$58,757.00).**

lawful money of the United States, for the payments of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Agreement with Riley County,

Kansas as Owner, dated _____ day of _____, 20____, for the furnishing

of all materials and labor and doing all the work of whatever kind necessary to construct a

Riley County Firing Range Water Line Project

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Agreement on the part of said principal to be performed, and shall hold the Owner harmless against all claims, loss of damage which it may sustain or suffer by reason of any breach of said Agreement by said principal, and if said principal shall maintain the improvements to be constructed by him as provided for in said Agreement and shall make good all defects in material and workmanship in the manner and for a period of one year, or such other period as provided for in the Contract Documents above referred to, then this obligation shall be void; otherwise to remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Agreement to the Work to be performed thereunder or the

Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

Larson Construction, Inc.
2616 Eureka Terrace, Manhattan, KS 66503
Principal

Bob Rogan President

Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306
Surety

Carolyn J. Johnson
Attorney-in-fact Carolyn J. Johnson

This instrument shall be executed in three (3) copies, all considered as originals. Date of this instrument shall not be prior to date of agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon.

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Camille O Parman; Carolyn J Johnson; Debra L Walz; Katherine J Breit; Monica F Donatelli; Morgan Dewey; Morgan L Wilkerson; S Mark Wilkerson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of January, 2021



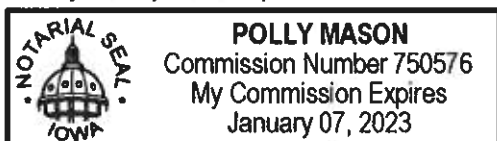
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

POA 0018 (1/20)

Bond No. KSC68322

STATUTORY BOND

K N O W A L L M E N B Y T H E S E P R E S E N T S

that the Contractor Larson Construction, Inc., as principal, and as surety
Merchants Bonding Company (Mutual) a corporation authorized under the laws of the State of
Iowa with general offices in Des Moines, Iowa and authorized to transact
 business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of
Fifty-Eight Thousand, Seven Hundred Fifty-Seven Dollars (\$58,757.00) lawful money of the United
 States, for the payment of which sum well and truly to be made, said principal and surety bind
 themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly
 by these presents.

Signed, sealed, and delivered this _____ day of _____ 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS,
 said principal has entered into a written Agreement with **Riley County, Kansas** as Owner,
 dated _____ day of _____, 20____, for the furnishing of all materials and
 labor and doing all the work of whatever kind necessary to construct a

Riley County Firing Range Water Line Project

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the
 Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall
 pay all indebtedness incurred for supplies, material, or labor furnished, used, or consumed in
 connection with or in or about the Construction or making of the above described improvement;
 including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly
 in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force
 and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the
 Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does
 hereby waive notice of such change, extension of time, alteration or addition to the terms of the

Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

Larson Construction, Inc.
2616 Eureka Terrace, Manhattan, KS 66503
 Principal

Bob Rogers President

Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306

Surety
Carolyn J. Johnson
 Attorney-in-fact Carolyn J. Johnson

This instrument shall be executed in four (4) copies, all considered as originals. Date of this instrument shall not be prior to date of the agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon. OWNER shall file one copy with the Clerk of the District Court, in the district that the work is performed.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Camille O Parman; Carolyn J Johnson; Debra L Walz; Katherine J Breit; Monica F Donatelli; Morgan Dewey; Morgan L Wilkerson; S Mark Wilkerson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of January, 2021



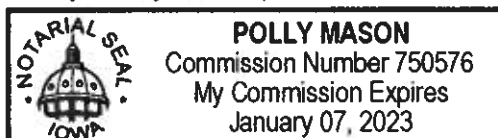
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.

Secretary

POA 0018 (1/20)

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Larson Construction, Inc. (hereinafter "Contractor").

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 _____.

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, Contractor 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.** Contractor 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.** Contractor 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. Any Contract for a term of one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.

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 Contractor. In the event of such termination, County agrees to give written

notice of termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor 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 Contractor.

6. **LEASE/PURCHASE AGREEMENTS, LEASES WITH AN OPTION TO BUY, AND INSTALLMENT PURCHASE AGREEMENTS.** If the Contract to which this is attached is a lease-purchase agreement, a lease with an option to buy or an installment purchase agreement, pursuant to K.S.A. 10-1116b, County is obligated only to pay periodic payments or monthly installments under the contract as may be lawfully made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Pursuant to K.S.A. 10-1116c, if the foregoing Contract is for a term exceeding the current fiscal year of the County, the Contract must specify: (1) the amount or capital cost required to purchase the item if paid for by cash, (2) the annual average effective interest cost, and (3) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*

- 7.1 Contractor 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.
- 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 7.3 If Contractor 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, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 7.4 If Contractor 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, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

8. **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.
9. **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.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **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.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:
- General Liability Insurance \$500,000 per occurrence
 - Workers Compensation Per State Statutes
 - Employers Liability \$100,000 Bodily Injury By Accident
 - \$500,000 Bodily Injury By Disease
 - \$100,000 Bodily Injury by Disease each employee
 - Business Auto (Owned & Non-Owned) \$500,000 Combined single limit per occurrence
 - Property/Contents Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.

The Riley County Board of County Commissioners and Riley County, Kansas shall be named as an additional insured with respect to the General Liability and Business Auto insurance coverages. All of the foregoing coverages shall be issued by a company or companies licensed to do business in the state of Kansas.

14. **TERM AND TERMINATION.**

14.1 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.

14.2 Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor 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 contractor 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, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

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

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

15. INDEPENDENT CONTRACTOR RELATIONSHIP. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

16. **PERSONNEL.**

16.1 Qualified Personnel. Contractor 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.

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

16.3 Employee Conflict of Interest. Contractor 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.

17. PROHIBITION OF CONFLICTS OF INTEREST.

17.1 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 Contractor. Contractor 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 Contractor 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.

18. 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.

19. 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.

20. RECORDS, REPORTS AND INSPECTION.

20.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract 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 Contract shall be clearly identified and readily accessible to both parties to the Contract.

A. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

B. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

21. **METHOD OF BILLING AND PAYMENT.**

21.1 Billing Procedures. Contractor agrees that billings and payments under the Contract 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 Contract.

A. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 20.1, above.

B. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

C. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.

D. Mailing Address. Payments shall be mailed to Contractor's address as set forth herein.

22. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor 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.

23. **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.

24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor 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 Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
John Ford, Chairman

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Contractor

LARSON CONSTRUCTION, INC.

By: Bob Rogers
Name: Bob Rogers

3-1-21
Date



COUNTY TREASURER'S OFFICE
Form

Shilo Heger
Treasurer
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6320

COMMISSION AGENDA REPORT

FROM: Shilo Heger
MEETING: March 4, 2021
SUBJECT: Order to Credit Allowed Claim to Delinquent Taxes
PRESENTER: Shilo Heger

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:

- Haffener Certification (PDF)

CERTIFICATION OF UNPAID TAXES

I Shilo Heger, Riley County Treasurer, hereby certify to the Board of County Commissioners of Riley County, Kansas, the following listed claimant (s), to-wit:

<u>NAME</u>		<u>TAXES DUE</u>
Jerry Haffener	2020 Personal Property	11.40
Jerry L. Haffener	2019 Real Estate 901 Colorado St.	748.61
Jerry L. Haffener	2019 Real Estate 905 Colorado St.	881.31
Jerry L. Haffener	2019 Real Estate 1031 Colorado St.	603.41
Jerry L. Haffener	2020 Real Estate 901 Colorado St.	405.11
Jerry L. Haffener	2020 Real Estate 905 Colorado St.	601.75
Jerry L. Haffener	2020 Real Estate 1031 Colorado St.	441.04
Jerry L. Haffener	2020 Real Estate 0 S Main St.	63.71

whose claim (s) (have) (has) been allowed pursuant to K.S.A. 79-2010, presently (has) (have) unpaid and delinquent personal property and real estate taxes, penalties and interest, in the amounts and for the years shown by the exhibit (s) attached hereto and made a part hereof, and I hereby request the said Board of County Commissioners of Riley County, Kansas, to authorize and direct me, as said County Treasurer, to apply the funds from the allowed claim to said unpaid and delinquent personal property and real estate taxes, accordingly, pursuant to K.S.A. 79-2012.

Dated this 4th day of March, 2021.


 Shilo Heger, Riley County Treasurer

Attachment: Haffener Certification (10589 : Vendor Claim with Delinquent Taxes)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

ORDER TO CREDIT ALLOWED CLAIM TO DELINQUENT
PERSONAL PROPERTY AND REAL ESTATE TAXES, PENALTIES AND INTEREST

Now, on this 4 day of March, 2021, I, Shilo Heger, Riley County Treasurer, hereby certify to the Board of County Commissioners of Riley County, Kansas, the following claimant, to-wit:

NAME OF CLAIMANT: Jerry L Haffener

TAX YEAR	TAXES DUE	INTEREST/PENALTIES TO DATE	CLAIM ALLOWED
2020	\$ 9.32	\$ 2.08	\$ 11.40
2020	\$ 398.41	\$ 6.70	\$ 405.11
2020	\$ 591.80	\$ 9.95	\$ 601.75
2020	\$ 433.74	\$ 7.30	\$ 441.04
2020	\$ 62.65	\$ 1.06	\$ 63.71
2019	\$ 747.13	\$ 1.48	\$ 748.61
2019	\$ 879.58	\$ 1.73	\$ 881.31
2019	\$ 602.22	\$ 1.19	\$ 603.41
		TOTAL	\$ 3,756.34
AMOUNT STILL OWED AS OF DATE OF CLAIM			\$ 3,756.34
AMOUNT OF WARRANT HELD			\$ 733.55
TAXES PAID FROM THIS WARRANT			\$ 733.55
ADJUSTED AMOUNT OF WARRANT TO BE ISSUED			\$ 0.00

whose claim(s) has/have been allowed pursuant to K.S.A. 79-2010, presently has/have unpaid and delinquent personal property and real estate taxes, penalties and interest, in the amounts and years shown by such certification, it is ordered that said County Treasurer credit the amount of such allowed claims to the unpaid and delinquent personal property and real estate taxes, penalties and interest of the claimant, and thereupon issue a receipt to the claimant in the amount of the claim(s), noting thereon the amount of taxes, penalties and interest remaining unpaid, if any, or in the event that the claim(s) allowed is/are in excess of the delinquent taxes, penalties and interest, a warrant shall be issued to the claimant in payment of the difference between the taxes, penalties and interest for which the County Treasurer's receipt or warrant issued shall constitute full payment of the claim, all as provided in K.S.A. 79-2012.

Shilo Heger, Riley County Treasurer

IT IS SO ORDERED.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

John Ford, CHAIR

ATTEST:

Rich Vargo, Riley County Clerk

(SEAL)



COUNTY CLERK & ELECTIONS
Appointment

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

COMMISSION AGENDA REPORT

FROM: Rich Vargo, County Clerk

MEETING: March 4, 2021

SUBJECT: Accept Neil Bruce's resignation and appoint Shaun Linenberger as
Manhattan Township Trustee

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to accept Neil Bruce's resignation and appoint Shaun Linenberger as Manhattan Township Trustee.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Manhattan Township Trustee resignation and recommendation (PDF)

DeAnn Breault

From: Neil Bruce [REDACTED]
Sent: Wednesday, February 10, 2021 2:37 PM
To: DeAnn Breault
Subject: Manhattan Township Trustee - Resignation

Mrs. Breault,

My name is Neil Bruce and I was recently elected to serve as the Manhattan Township Trustee. Due to unforeseen family events, I will be moving out of state and will not be able to perform the duties associated with my position. I hereby resign my position, effective Feb. 28, 2021.

Sincerely,

Neil W. Bruce

Attachment: Manhattan Township Trustee resignation and recommendation (10594 : Manhattan Township Officer)

DeAnn Breault

From: Stan Cook [REDACTED]
Sent: Thursday, February 25, 2021 3:24 PM
To: DeAnn Breault
Subject: Neil Bruce replacement

Neil introduced Mr. Shaun Linenberger to the Township members at our last meeting. In my opinion Mr. Linenberger will be a great replacement for Neil

Thanks
Stan cook

Sent from my iPhone

Attachment: Manhattan Township Trustee resignation and recommendation (10594 : Manhattan Township Officer)



COUNTY CLERK & ELECTIONS
Appointment

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

RESOLUTION

FROM: Cindy Kabriel, Administrative Assistant II

MEETING: March 4, 2021

SUBJECT: Appoint John Ball to the Manhattan Urban Area Planning Board and approve Resolution

PRESENTER: Cindy Kabriel, Administrative Assistant II

POSSIBLE MOTION(S)

Move to appoint John Ball to the Manhattan Urban Area Planning Board and approve "Resolution No. 030421- , Resolution appointing a representative to the Manhattan Urban Area Planning Board."

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 03-04-21 John Ball MUAPB (PDF)



BOARD OF COMMISSIONERS

6.a

115 N. 4th Street, 1st Floor
Manhattan, Kansas 6650
Phone: 785-565-684
Fax: 785-565-684
E-mail: bocc@rileycountyks.go

March 4, 2021

John Ball
3107 Harahey Ridge
Manhattan, KS 66502

Dear John:

This is to confirm your appointment to the Manhattan Urban Area Planning Board. We greatly appreciate your willingness to serve on this Council/Board and know that the Manhattan Urban Area Planning Board will benefit from your contribution.

Sincerely,

Riley County Board of County Commissioners

Chairman

Member

Member

Attachment: 03-04-21 John Ball MUAPB (030421-8 : Manhattan Urban Area Planning Board)

RESOLUTION NO. 030421-**A RESOLUTION APPOINTING A REPRESENTATIVE TO THE
MANHATTAN URBAN AREA PLANNING BOARD**

WHEREAS, Riley County has three positions on the Manhattan Urban Area Planning Board, and

WHEREAS, one position is open and John Ball is eligible to be appointed and has indicated his willingness to serve a term; and

WHEREAS, the Board of Commissioners of Riley County, Kansas, desire to appoint him to a three year term.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas, that John Ball is hereby appointed to the Manhattan Urban Area Planning Board for the period from May 1, 2021 through April 30, 2024.

ADOPTED this 4th day of March, 2021.

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

CHAIR

MEMBER

MEMBER

ATTEST:

RICH VARGO
Riley County Clerk

Attachment: 03-04-21 John Ball MUAPB (030421-8 : Manhattan Urban Area Planning Board)

Cindy Kabriel

From: Amanda Smeller
Sent: Monday, February 1, 2021 3:07 PM
To: Cindy Kabriel
Cc: Lisa Daily
Subject: MUAPB Member Term Expiring

Hi, Cindy.

John Ball is a County Representative on the Manhattan Urban Area Planning Board. His term expires in April of this year and he has indicated he would like to continue serving. Can you send him a letter?

Is there anything you need from me on this one? Thanks!

-Amanda

Amanda Smeller

Director
Riley County Planning & Development
110 Courthouse Plaza
Manhattan, KS 66502
Email: [REDACTED]
Phone: (785) 537-6332

Attachment: 03-04-21 John Ball MUAPB (030421-8 : Manhattan Urban Area Planning Board)



**Board of Riley County
Commissioners
Regular Meeting
Minutes
March 01, 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

Attendee Name	Title	Status	Arrived
John Ford	County Commissioner	Present	8:30 AM
Kathryn Focke	County Commissioner	Present	8:30 AM
Greg McKinley	County Commissioner	Present	8:30 AM
Rich Vargo	County Clerk	Present	8:30 AM
Clancy Holeman	Counselor/Director of Administrative Services	Present	8:30 AM
Julie Gibbs	Health Department Director	Remote	8:30 AM
David Willis	Parks Manager	Remote	8:30 AM
John Ellermann	Public Works Director/County Engineer	Remote	8:30 AM
Shilo Heger	Treasurer	Remote	8:30 AM
David Adams	EMS/Ambulance Director	Present	8:31 AM
Joshua Gering	EMS/Ambulance Assistant Director	Present	8:31 AM
Mel Van Der Stelt		Present	8:33 AM
Amanda Smeller	Planning/Special Projects Director	Remote	8:34 AM
Elizabeth Ward	Human Resource Manager	Present	8:42 AM
Kevin Howser	IT/GIS Director	Present	9:11 AM
Greg Steere	RCPD	Present	9:26 AM
Gina Scroggs	Downtown Manhattan	Present	9:23 AM
Laurie Harrison	Emergency Management Coordinator	Present	9:25 AM
Doug Wood	RCPD	Present	9:12 AM

Pledge of Allegiance

Public Comment

1. Public Comments

Gibbs reported as of Friday there have been 6,184 confirmed positives. Gibbs said Friday there were eight confirmed positives. Gibbs stated they have been at 5% positive cases.

Gibbs stated there will be clinics this Wednesday-Friday.

Commission Comments

2. Commission Comments

Ford's Comments:

Thursday afternoon I met with Director Dennis Butler from RCPD at the Law Enforcement Center to discuss the law board, law enforcement as a whole, and several other related topics as well. Considering we've been in our posts now for well over two years having this first one on one conversation was well over due and I was certainly grateful for the time spent.

Over the weekend I spent some time catching up on the interim policy resolutions from the NACo Community Economic and Workforce Development Committee. These resolutions we will be discussing and voting on during Virtual Policy Conference next Monday afternoon.

Had some email traffic and correspondence I kept up on over the weekend, was a little surprised with the change in the local health order there wasn't more, but all seems to be well a least at the moment.

Congratulations to K-State baseball who swept their weekend series at home vs. Western Michigan. It was the Cats first set of games at home in over two years. Sounds like the basketball team struggled in the second half in Morgantown in losing to West Virginia.

McKinley's Comments:

I was pleased to see that Fort Riley relaxed their restrictions and now are allowing the soldiers to use Manhattan restaurants and bars. This was done after we had issued our new order and I saw that as a confirmation of our actions.

I was also glad to see that the mobile testing sites will now also offer vaccine including the one in Leonardville this Wednesday.

Unfortunately, we also got the news that the State of Kansas knows better than Riley County how the vaccination should be phased here. I contacted our local state legislatures to see what they can do.

Focke's Comments:

Thursday:

Had an interview with Becky Goff of WIBW concerning the health order #20. After the camera interview, we spent some time getting to know each other. She is a native of Riley County and lives in Keats. We talked briefly about the cost of the proposed sewer project in the town and the impact to property owners.

Continued to answer e-mails and phone calls on order #20.

Had a zoom call in the evening with several of my team members who are helping to develop the town hall that we have been planning for 3rd district residents and other interested constituents.

Friday:

Took my dog to have some surgery, which took most of the morning.

Had a brief meeting with Barry Wilkerson in the afternoon.

Started to review the 2021 budget for upcoming budget meetings and review the upcoming week. Went through upcoming meetings in March and made sure they were in my calendar. Reviewed the ATA packet for the monthly meeting next week. Need to check on the Heartland Works calendar, as I haven't received anything from them.

Business Meeting

3. 2021 Official Depositories

Move to approve the following are the official depositories eligible to receive Riley County funds:

Capitol Federal Savings and Loan, Manhattan
 Central National Bank, Manhattan
 Commerce Bank, Manhattan
 Community 1st Bank, Manhattan
 Intrust Bank, Manhattan
 KS State Bank, Manhattan
 Landmark National Bank, Manhattan
 Peoples State Bank, Leonardville
 Riley State Bank, Riley
 Sunflower Bank, Manhattan
 UMB Bank, Manhattan
 United Bank & Trust, Manhattan

Kansas Municipal Investment Pool

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

4. Sign a Tax Roll Correction

Move to approve the Tax Roll Correction.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

5. Sign Riley County Personnel Action Form(s)

The Board of County Commissioners signed Riley County Personnel Action Forms for the following:

- Mary Hobbs, an Information Technology Technician, in the IT Department, for Separation from County Service, effective March 6, 2021.
- Karen Brown, an Administrative Assistant I - Election, in the Clerk's Department, for Separation from County Service, effective March 10, 2021.
- Tarica Lare, for a status change (part time, temporary role until the position is filled), as a Child Care Surveyor, in the Health Department, at a grade L step 2, at \$20.37 per hour.

6. Sign Riley County Position Action Form(s)

The Board of County Commissioners signed Riley County Position Action Forms for the following:

- a PRN - Paramedic, in the EMS department, at a grade Paramedic.
- a PRN - EMT, in the EMS department, at a grade EMT.
- a Parks Seasonal, in the Public Works Department, at a grade A.
- a Landscape Intern, in the Public Works Department, at a grade B.
- a Parks Seasonal Horticulturist, in the Public Works Department, at a grade A.

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Feb 25, 2021 8:30 AM

Move to approve the minutes.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

10. Administrative Work Session

Holeman discussed the proposed constitutional protection of Home Rule. Holeman stated it is not expected to make it out of committee.

Holeman stated the Dark Store legislation does not include "Hypothetical Value" to determine Fair Market Value. Holeman said the legislation has been introduced in both chambers, but we do not know if it will be scheduled for a hearing.

Holeman discussed a couple of bills introduced regarding Emergency Management Services, which would be detrimental for them to perform their jobs.

11. Pending County Projects County Counselor

9:20 AM

Kevin Howser, IT/GIS Director

12. Permission to post IT Technician position

Howser requested permission to post the IT Technician position.

Move to allow IT/GIS to proceed with the IT Technician position posting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

The Board of County Commissioners signed a Riley County Position Action Form for an Information Technology Technician, in the IT Department, at a grade K.

9:30 AM

Press Conference

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

Steere presented the RCPD update.

Steere introduced Sgt. Wood who has been assigned as the County Supervisor.

Wood discussed his position as the RCPD County Supervisor.

14. Downtown Manhattan - Gina Scroggs (3-5 minutes)

Scroggs presented the Downtown Manhattan update.

Scroggs stated they are hiring a new Event Coordinator for Downtown Manhattan.

15. Severe Weather Awareness Week in Kansas - Laurie Harrison (3 minutes)

Harrison reported Severe Weather Awareness Week in Kansas is this week. Harrison stated they encourage residents to take this week to prepare for potential severe weather to include floods and tornados.

9:45 AM

Rich Vargo, County Clerk

16. Request to fill the Administrative Assistant I-Elections position

Vargo presented the request to rehire the Administrative Assistant I position.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

The Board of County Commissioners signed a Riley County Position Action Form for an Administrative Assistant I - Elections, in the Clerk's Department, at a grade H.

The Board agreed by consensus for Commissioner Ford to represent Riley County on the SCR 1606 regarding Constitutional Home Rule.

Adjournment

Move to adjourn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 08, 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

Rich Vargo, County Clerk

1. Year to date budget and expenditure reports

9:15 AM

Christy Rodriguez, Flint Hills Regional Council Director

2. Flint Hills Regional Council update

9:30 AM

Press Conference

10:00 AM

Break

10:10 AM

John Ellermann, Public Works Director/County Engineer

3. Project update

10:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

11:00 AM

Cheryl Collins, Museum Director

5. Staff update

11:15 AM

Amanda Smeller, Planning/Special Projects Director

Attachment: 03-08-21 tentative agenda (10428 : Tentative Agenda)

6. NG911 Committee

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, March 9, 2021 (KF).

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: 03-08-21 tentative agenda (10428 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 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, 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. Discuss Joint City/County/County Meeting
2. Discuss Intergovernmental Luncheon
3. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

9:20 AM

Break

9:30 AM

Shilo Heger, Treasurer

5. Monthly Revenue Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

6. Economic development update

10:00 AM

Julie Gibbs, Health Department Director

7. Staff update

10:30 AM

Budget and Planning Committee - Tami Robison, Budget and Finance Officer

8. Monthly Cash Flow Reports

Attachment: 03-11-21 tentative agenda (10428 : Tentative Agenda)

10:50 AM Michael Boller, Noxious Weed Director

9. Staff update

11:05 AM Tami Robison, Budget and Finance Officer

10. Presentation of Budget Calendar and discussion of 2022 budget baseline estimates

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: 03-11-21 tentative agenda (10428 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Outside Agency Request

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: March 4, 2021

SUBJECT: aTa Bus Parking Lot Expansion Lease

PRESENTER: Craig D. Cox, Deputy County Counselor

BACKGROUND

Following the expansion of the Manhattan city-wide fixed bus routes in 2018, aTa Bus needed additional parking space for buses. K-State agreed to allow them to park 10 to 12 buses on campus. aTa Bus was appreciative of K-State's willingness to work with them; however, parking that many buses that far away from their maintenance facility created logistical challenges.

DISCUSSION

Directly west of Public Works is a location suitable for 19 additional parking spaces. (See attached.) South of this location is a sediment basin for the runoff from Public Works. Improving the sediment basin is a part of this project.

FISCAL IMPACT

None.

RECOMMENDATION

Counsel recommends that the Board either approve the Lease Agreement or advise of any changes it desires.

POSSIBLE MOTION(S)

A. "I move that the Board approve the Lease Agreement to expand the aTa Bus parking lot as submitted."

B. "I move that the Board approve the Lease Agreement to expand the aTa Bus parking lot after the following changes are made..."

ALTERNATIVES

Move to approve the measure.

Move to deny the measure.

Move to modify or develop alternatives if other concerns or factors arise.

Schedule work session to discuss issue further.

Enclosures:

- ATA Bus Lease Agreement & Exhibit A (PDF)

LEASE AGREEMENT

This Lease is entered into this ____ day of _____, 2021, by and between the **Board of County Commissioners of Riley County, Kansas** (the "County" and Lessor), and the **Flint Hills Area Transportation Agency Board**, an entity corporate and politic established by an Interlocal Agreement among the City of Manhattan, Kansas, Riley County, Kansas, Pottawatomie County, Kansas, and Kansas State University (the "Board" and Lessee).

1. LEASED PREMISES. A tract of land in the Southwest Quarter of Section 21, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas described as follows:

Beginning at a point that is S 88°52'27" W 269.64 feet from the Southeast Corner of the Southwest Quarter of said Section 21; thence
S 88°59'26" W 25.00 feet; thence
N 00°07'20" W 500.29 feet; thence
N 88°59'49" E 25.00 feet; thence
S 00°07'20" E 500.29 feet to the point of beginning, containing 12,506 square feet.

Subject to easements and restrictions of record.

2. LEASE TERM. In consideration of the performance by the Board of the covenants and agreements contained in this Lease Agreement, the County does hereby demise, lease and let to the Board, and the Board hereby hires and takes from the County the Leased Premises for the term of twenty (20) years commencing on the date first written above.

3. COVENANT FOR QUIET ENJOYMENT. The County covenants and agrees Board shall quietly and peacefully possess and enjoy the Leased Premises for the Lease Term unless the lease is terminated pursuant to the provisions herein.

4. ERECTION AND MAINTENANCE OF IMPROVEMENTS. The Board at its own costs may improve the ground with pavement and striping for use as a parking area for vehicles and may erect coverings, partial enclosures or enclosures for said parking in accordance with plans and specifications reviewed by the Federal Transit Administration (the "FTA"). The site plan attached hereto as **Exhibit A** depicts the potential parking area. All improvements shall be made in a good and workmanlike manner and before making any improvements, the Board will notify the County of the contemplated improvements, furnish the County with the plans for the same and the anticipated costs. The Board agrees to indemnify the County against all mechanics' and materialmen's liens related to any improvements and to defend at its own costs and expense each and every lien asserted or claim filed. Board agrees that upon completion of any improvements, that the Leased Premises shall be free from all liens. The Board further agrees that it will at all times during the continuance of this lease keep and maintain in a state of good repair all improvements on the Leased Premises.

5. APPURTENANCES. The County acknowledges that the Board requires ingress and egress to the Leased Premises from the site leased from the County to the [Flint Hills] Area Transportation Agency, Inc., (the "ATA") pursuant to long-term lease dated August 12, 2010, in order to fulfill the purposes of this Lease Agreement. The County further acknowledges that pursuant to the Memorandum of Understanding Regarding Shared Services and Joint Operations between the Board and the ATA (the

"Shared Services Agreement"), the ATA may grant such access to the Board while the long-term lease and any amendment to it or renewal of it is in effect.

6. **ADDITIONAL CHARGES-----TAXES, UTILITIES.** Upon presentation to the County by the Board of a building permit, the County agrees to process a tax exemption application for improvements to the Leased Premises. The Board agrees to pay all utility rates, fees and assessments, general and special, and of every kind and nature whatsoever which shall be levied during the term of the lease on the Leased Premises.

7. **INSURANCE.** The Board agrees that it will at all times during the term of this lease carry general liability insurance of not less than one million dollars per occurrence and two million dollars aggregate and property casualty insurance equal to the value of improvements, if any. All such insurance shall be written and maintained with companies having an A- or better financial rating. All such insurance policies shall name the County as an additional insured. Said policies shall be delivered to the County upon its request. The Board or Insurer shall provide the County with thirty (30) days written notice if such policies are cancelled or non-renewed.

8. **ASSIGNMENT.** Notwithstanding the Shared Services Agreement, the Board shall not assign this lease to a third party or sublease the Leased Premises.

9. **RIGHT TO ENTER.** The Board shall permit the County and its agents to enter upon the premises at reasonable times to view the condition of the Leased Premises and any improvements thereto.

10. **LAWFUL USE REQUIRED.** The Board shall not make or permit others to make any use or occupancy of the Leased Premises contrary to Federal or Kansas law or ordinance now or hereafter in force. The Board covenants that no part of the Leased Premises will be used so as to create a nuisance.

11. **CONDEMNATION.** If all or less than substantially all of the Leased Premises or any appurtenance necessary to the use of the Leased Premises is condemned or taken by any authority for public use during the term of this lease or any renewal of it, then the entire damages which may be awarded for such taking shall be apportioned between the County and the Board with the County receiving such value as is allocated to the real property assuming no improvements thereon and the Board receiving such value as is allocated to any improvements. If all of the Leased Premises are taken or condemned, this Lease Agreement shall terminate as of the effective date of the taking. If less than substantially all of the premises are condemned or taken, but the taking substantially affects the operations on the Leased Premises or the means of access thereto, then either the County or the Board shall have the right by delivery of a written notice to the other to terminate this Lease Agreement as of a date specified in the notice, such date being not less than ninety (90) days nor more than one (1) year from the date of the notice. Such notice shall be delivered by United States restricted certified mail, return receipt requested, addressed to the Riley County Clerk, and within 30 days after the actual taking or the right to elect to terminate this lease shall be deemed to have expired. If neither party elects to terminate this lease, then this lease shall be and remain unaffected by such condemnation or taking. For purposes of this paragraph 11, a substantial part of the Leased Premises shall be deemed to have been taken if as a result thereof the Board is unable to conduct its business in substantially the same manner as the Board was conducting its business immediately prior to such taking.

12. RENEWAL PRIVILEGES. The County covenants that the Board shall have the right to renew or extend the term of this Lease Agreement for any period, not to exceed twenty (20) years, and upon the same terms and conditions. The Board agrees to give the County written notice of the Board's intention to exercise its renewal privilege no later than one (1) year prior to the expiration of the current lease term.

13. RIGHT OF FIRST REFUSAL. In the event the County desires to sell the Leased Premises during the term of this Lease Agreement, including any renewal of it, the County shall first offer the Board an opportunity to purchase the Leased Premises following notice. The purchase price shall be not less than a donation of the real property by the County to the Board and not more than the fair market value of the real property. If the Board were to use federal funds to purchase the Leased Premises, then "fair market value" shall be established by an appraisal and review appraisal pursuant to federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Act, including any amendment thereof or successor legislation. The Board may meet the County's price at the time of the sale offer and should it fail to do so, the County shall be free to sell the Leased Premises. In the event of a sale to other than the Board, the Board has no obligation to remove improvements from the Leased Premises, and the County shall reimburse the Board for the value of the remaining useful life of the improvements, if any, assuming straight-line depreciation of the cost of such improvements.

14. DEFAULT. The Board agrees that any one or more of the following events is an "Event of Default":

- (a) The Board defaults in the payment of rent, if any, utility rates, fees and assessments of any kind, and it has exhausted all rights of appeals to the fees and assessments and the default continues for thirty (30) days after notice to the Board; or
- (b) The Board defaults in keeping, observing or performing any covenant or condition contained in this Lease Agreement to be kept and performed by the Board, and such default continues for thirty (30) days after notice to the Board; however, if the Board is diligently pursuing cure but such cure cannot reasonably be achieved in thirty (30) days, the parties shall agree on a reasonable time to cure; or
- (c) The Board fails to contest the validity of any lien or claimed lien and give security to the County to ensure payment of the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, and such default continues for fifteen (15) days after notice to the Board.

Upon the occurrence of any one or more of such Events of Default, the County may terminate this Lease Agreement and re-entry and repossess the Leased Premises without forfeiture of charges accrued pursuant to Paragraph 6 of this Lease Agreement.

15. INDEMNIFICATION. The Board agrees, at its sole cost and expense, to indemnify and hold harmless the County, its agents and employees from and all liability, loss, damage, expense, including legal fees and expenses of the County, causes of action, suits, claims or judgments of any nature (a) arising from any injury to or the death of any person occurring on the Leased Premises, or (b) in any manner arising out of connected with the use, non-use, condition, possession, operation, management or occupation of the Leased Premises or any part of it, (c) any gross negligence on the part of the Board or its agents, contractors, employees, licensees or invitees, or (d) resulting from the violation or omission by the

Board of any term, condition or covenant of this Lease Agreement or of any contract, restriction, or regulation affecting the Leased Premises. The obligations of the Board under this Paragraph 15 survive the expiration or earlier termination of this Lease Agreement.

16. NOTICES. Whenever any notice is required by this Lease Agreement notice shall be addressed to:

County: Riley County Clerk
110 Courthouse Plaza, Room 118
Manhattan, KS 66502

Board: Anne Smith, Director
Flint Hills Area Transportation Agency Board
5815 Marlatt Ave.
Manhattan, KS 66503
785-537-6346

All required notices shall be in writing and made by mail, specifically United States restricted certified mail, return receipt requested. The time specified in such notice shall begin to run from the date when such notice is received. No notice shall be for a period of less than thirty (30) days and the right of first refusal notice shall be for a period of ninety (90) days. Each party may designate by notice in writing a new address to which any notice, demand request or communication may hereafter be given, served or sent.

17. LEASE MODIFICATION. This Lease Agreement and the Exhibit attached to it is the complete agreement between the County and the Board concerning the Leased Premises. There are no oral agreements, understandings, promises or representations between the County and the Board affecting this Lease Agreement. None of the covenants, terms or conditions of this Lease Agreement shall be altered, waived, or modified except by a written instrument, signed, and delivered by the parties hereto. Further, no act, omission or waiver or series of the same by the County as to any default by the Board shall be deemed or construed to be a waiver of the right at all times in the future to insist upon the full and complete performance by the Board in accord with the covenants, terms and conditions of this Lease Agreement.

18. GOVERNING LAW AND CHOICE OF VENUE. This Lease Agreement shall be governed, controlled and construed in accordance with the laws of the State of Kansas without regard to conflicts of laws principles, except as otherwise noted. The parties further agree to venue in the Riley County District Court, Manhattan, Kansas for state law claims and in the U.S. District Court in Topeka, Kansas for federal law claims, if any.

19. TIME OF THE ESSENCE. Whenever any payment is to be made under this Lease Agreement at or within a time stated, and whenever any act is to be done under this Lease Agreement by either party at or within a stated time, time is of the essence.

20. **SUCCESSORS AND ASSIGNS.** All the covenants, terms and conditions of this Lease Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the County and the Board.

21. **SEVERABILITY.** If any term or provision of this Lease Agreement shall be unenforceable or invalid, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

,
IN WITNESS WHEREOF, the County and the Board have duly executed this Lease Agreement, the day and year first written above; all copies of which, to all intents and purposes, shall be considered the original.

ATTEST:

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

Rich Vargo, Riley County Clerk

By: John Ford, Chair

FLINT HILLS AREA TRANSPORTATION
AGENCY BOARD

By: _____

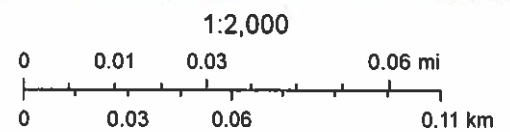
Printed Name:

Title:

EXHIBIT A - ATA BUS LEGAL DESCRIPTION



February 4, 2021



RL Basemap, RL County, Aerial_2020

Attachment: ATA Bus Lease Agreement & Exhibit A (10603 : aTa Bus Parking Lot Expansion)



EMERGENCY MANAGEMENT
Personnel

Russel Stukey
Emergency Management
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6333

COMMISSION AGENDA REPORT

FROM: Russel Stukey
MEETING: March 4, 2021
SUBJECT: Request to fill open position
PRESENTER: Russel Stukey

BACKGROUND

Due to resignation I would like to advertise to fill EM planner position

DISCUSSION

This position assists with county emergency plan creation and updates

FISCAL IMPACT

This is a grant funded position, with no changes at this time, so there will be no fiscal impact.

RECOMMENDATION(S)

Recommend board approve filling this position

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:

- 2021-02 EM Planner I - Cox (gold) (PDF)

RILEY COUNTY POSITION ACTION FORM

Department Emergency Management Date 2/24/2021 Job Title Planner I

☐ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade	H	Start Date	ASAP	☒ Non-Exempt
☒ Part Time	☐ As Needed	☐ Intern	☐ Temporary	>20	Hours per ☒ Week ☐ Month	End Date		☐ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box – attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☐ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: Robert Cox	2. Effective date of promotion, transfer, termination, or change: 2/26/2021	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☒ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$ 0	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? incumbent resignation

2. Is it possible to fill this position internally? If no, why not? NA

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills: high school diploma, AA degree in Emerg Man preferred, required licensure within first 12 months

Additional comments:

Approval by:

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

Date:

3/1/21



EMERGENCY MANAGEMENT
Travel Request

Russel Stukey
Emergency Management
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6333

COMMISSION AGENDA REPORT

FROM: Russel Stukey ESD
MEETING: March 4, 2021
SUBJECT: Out of State Travel Request for radio system training.
PRESENTER: Russel Stukey

FISCAL IMPACT

Airline ticket
Meals
Lodging
Car Rental

POSSIBLE MOTION(S)

Move to approve out of state travel request for Russel Stukey for radio training.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- R Stukey Lynchburg Travel(PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Russel Stukey **DEPARTMENT:** Emergency Mgt./ Fire / 911

POSITION TITLE: Emergency Services Director **DATE REQUESTED** Feb. 25th, 2021

FUND: _____

Travel From: Kansas **Date:** May 2, 2021

Travel To: Lynchburg, Virginia **Date:** May 8, 2021

Purpose of Travel: L3 Harris radio system training

Mode of Travel: Common Carrier ☒ Riley County Vehicle ☐ Privately Owned Vehicle ☐

☒ Administratively determined to be to the advantage of Riley County
☐ Not to exceed the cost of common carrier including food and lodging
 Mileage rate of _____

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Air travel	350
Lodging	Hotel	587
Meals	6 days	288
Registration/Fees	none included in radio system purchase contract	0
Other	Rental Car	300

Total Estimated Travel Costs: 1210

Requested by: Russel Stukey **Date:** 2/22/21

Approved by: _____

Department Head: Russel Stukey **Date:** 2/22/21

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head



COUNTY APPRAISER'S OFFICE
Staff Update

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

STAFF REPORT

FROM: Greg McHenry, County Appraiser
MEETING: March 4, 2021
SUBJECT: Appraiser's Office Report
PRESENTER: Greg McHenry, County Appraiser

APPRAISER'S OFFICE REPORT
BOCC

March 4th, 2021

APPRAISER'S OFFICE OVERVIEW:

- The filing deadline for personal property forms filed with our office is March 15th. We've received 61% of the approximately 3,600 personal property forms which were mailed December 31st.
- The 2021 real estate Change of Valuation Notices (CVNs) were mailed February 12th and we've begun holding informal appeals. The deadline to file an appeal is March 15th. There is a lot of real estate information available to property owners via the county website. Parcel Search contains all our information for each property. During the informal appeals sign-up period, sales information is also available through the subscriber level of Parcel Search (username: informal, password: appeal). Upon request our office can also provide: property record cards, comparable sales sheets, cost reports and income reports.

- We began holding 2021 Informal appeals February 23rd. Property owners can also access property sales data during the 30 day sign-up period for Informal appeals.
- We've completed the 2020 Payment Under Protest (PUP) appeals. There were 35 PUPs filed. The breakdown for those was: 17 residential, 17 commercial and 1 agricultural.
- The hypothetical leased fee (dark store) bill was introduced and will likely be forwarded to House Taxation. No word yet on if or when it will be given a hearing. It could be soon though.
- We'll receive our 2020 compliance results from Property Valuation Division (PVD) very soon. Based on PVD's preliminary results, our residential ratio study will again be one of the best in the state and our procedural compliance score will be excellent as well. Our commercial median sales ratio should finish within the compliance range.
- Assuming good weather, we'll be able to start our annual fieldwork a bit earlier than normal. Our goal is to have most of the informal appeals work completed by the 2nd week of April. That would allow us to start fieldwork, sales reviews and new construction reviews shortly afterwards.
- We're keeping a close eye on the local real estate market. The residential market continues to be very active so far even in the midst of the pandemic.
- We've had 119 real estate sales in 2021 through February 28th, with 97 of those being home sales. The median sale price for homes was \$202,500. The average sale price was \$217,921.
- We have several Board of Tax Appeals (BOTA) cases currently docketed for trial. Pending cases include: Central National Bank (2019,2020), Emig (2019), Genesis (2020), Home Depot (2020), HyVee (2020), IHOP (2019), Leonardville Nursing Home (2019,2020), Icon (2020, 3 parcels), Little Apple Honda/Toyota (2020), Manhattan Marketplace (2020), Parkwood Hotel (2020), Target (2020), Walgreens (Anderson Ave, 2020), Walgreens (Bluemont Ave, (2020), Westloop (2020).

Enclosures:



COMMUNITY CORRECTIONS
Contract

Shelly Williams
Community Corrections
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Shelly, Director, Riley County Community Corrections

MEETING: March 4, 2021

SUBJECT: Contract w/ Clay County Sheriff's Depart

PRESENTER: Shelly, Director, Riley County Community Corrections

BACKGROUND

JIAS On-Call Officers

A roster of night Juvenile Intake & Assessment Services On-Call Officers rotate covering night intakes from Monday's at 5:00pm to the following Monday at 8:00am, covering 5:00pm-8:00am Monday-Friday, and 24 hours per day on Saturday and Sunday. An on-call calendar is published every two months and is based on their availability to cover evening and weekend shifts.

Clay County Sheriff's Dept. Random Drug Testing Contract

Not having yet implemented random, risk-based drug testing of adult felony offender assigned to Community Corrections in Clay County, we applied for a grant application through KDHE. We only have one staff member assigned to Clay County that covers Juvenile Intake & Assessment, Youth Court Immediate Intervention Program, Juvenile Intensive Supervision and Adult Intensive Supervision, so being able to fully implement random drug testing is not operationally possible.

DISCUSSION

JIAS On-Call Officers

After hours On-Call Officers are contacted through a night on-call telephone provided by Community Corrections that is leased through the RCPD. 100% of night intakes are conducted at a law enforcement center.

Ideally it is good to have six to eight On-Call Officers so they do not get burnt out, as it is not uncommon for staff to get called out 2 to 3 nights in a seven day time period. We currently have

3 On-Call Officers.

Clay County Sheriff's Dept. Random Drug Testing Contract

To implement random, risk-based drug testing services with felony offenders in Clay County who are assigned to Community Corrections, we reached out to the Clay County Sheriff's Department. Given they are open for business 24 hours a day, have both male and female staff members, and we office in their basement, they were a natural community partner. By engaging in this contract with the Clay Count Sheriff's Department, we will now be able to conduct random, risk-based drug testing services.

FISCAL IMPACT

We budget \$14,820.00 for the daily on-call fees, and \$13,166.50 for hours called out.

On Call Daily Fee	
weekends @ \$60.00/day	\$6,360.00
holidays @ \$60.00/day	\$660.00
weekdays @ \$30.00/day	\$7,800.00
	\$14,820.00

We negotiated \$20 per urine specimen collection.

RECOMMENDATION(S)

Allow RCCC to advertise and hire additional JIAS On-Call Officers.

Approve RCCC to engage in a contract for random drug testing with the Clay County Sheriff's Office.

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:

- Clay County SO Drug Testing Contract (3) (DOC)
- Contract Standard Attachment Clay County Sheriff's OfficeRandomDrugTesting (DOC)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into the on _____ day of March, 2021, by and between Riley County Community Corrections, hereafter “RCCC”, and the Clay County Sheriff’s Department, hereafter “SO”.

WHEREAS, RCCC provides risk-based supervision based on evidence-based principles and practices, and;

WHEREAS, SO is willing and able to provide same sex, continuous observation of all specimen collections with all universal safety precautions being followed;

NOW, THEREFORE, in consideration of the mutual promises below, the parties agree as follows:

1. RCCC RESPONSIBILITIES

RCCC agrees and promises it shall:

- a) Provide in-person training;
 - i. Provide written “how to” drug testing instructions for ease of completion and accuracy.
 - ii. Provide proper instruction when new testing methodologies are introduced.
- b) Provide access to e-learning training modules;
- c) Provide access to on-line drug testing portal;
- d) Direct offenders to report between the hours of 6:30am – 7:30am, 10 – 11:30am if disabled or unemployed, and 6:30am – 7:30am, 10 – 11:30am and 6:30 – 8pm if employed when their assigned, random, risk-based color is called.
- e) Provide drug testing supplies to include laboratory requisition forms, collection cups, collection hats, single panel, 10 or 13 panel dips, Quantisal saliva collection devices, and dye;
- f) Provide PPE supplies to include rubber gloves, glove rack and masks;
- g) Provide a lockable supply cabinet for drug testing and PPE supplies;
- h) Pay \$20 per urine specimen collected, tested and bagged for lab confirmation, not to exceed \$10,440.00 of the KDHE OD2A Sub-Grantee Award by August 31, 2021;
- i) Make payments on the last payroll cycle of the month based on weekly documentation submitted by Monday’s at noon. Total payments shall not exceed \$10,000 in any State Fiscal Year (July 1st through June 30th) or RCCC will have to go out for bids.

2. CONTRACTOR RESPONSIBILITIES

Contractor agrees and promises to:

- a) Participate in all training provided by Riley County Community Corrections
- b) Keep all drug testing supplies in a secure location accessible only by trained staff.
- c) Ensure that client's coats/jackets, purses, backpacks, etc. are not allowed in the collection or testing area.
- d) Provide on-site drug testing for male clients from 6:30am – 7:30am, 10 – 11:30am for disabled or unemployed offenders, and 6am – 7:30am, 10 – 11:30am and 6:30 – 8pm. Female clients will be scheduled randomly **only** during female correction officer's scheduled hours.
- e) Provide same-sex, continuous observation of all specimen collections to prevent possible attempts by the offender to dilute or contaminate the sample, smuggle in another's urine, or otherwise attempt to alter a sample.
 - i. Only provide drug testing for those clients who have their color called on said day or if requested by the RCCC Intensive Supervision Officer.
 - ii. Take necessary precautions by diluting the stool with a colored solution if there is a verified medical condition that impedes the client from providing a specimen while under continuous observation.
 1. Upon reasonable suspicion, ask the offender to submit to a search for possible devices.
 - a. If a device is confiscated, it may be used as evidence in a probation violation hearing, so necessary precautions shall be taken to preserve said evidence.
 - b. Said evidence shall be sealed and stored in a secure location with a chain of custody form to include the offender's signature.
- f) Provide on-site drug testing utilizing an approved testing device for the detection of illicit or prohibited substances contained in the urine, breath or saliva, capable of providing immediate results.
 - i. All specimen testing shall be conducted in the presence of the client.
 - ii. Testing samples shall not leave the presence of the client, to include and until the specimen is sealed for mailing.
- g) In the event an offender is unable to provide a urine sample, the following actions may be taken:
 - i. The offender may be requested to leave the office and return when they are able to submit a specimen, or
 - ii. The offender may be taken to a designated area until the requested sample is provided.

- h) Follow chain of custody best practice protocols. Chain of custody being the chronological documentation and paper trail which reflects the custody, control, transfer, analysis and disposition of a sample of bodily fluid, which has been submitted for testing.
 - i. A Chain of Custody form shall be completed only when a urine sample is being submitted to the laboratory for confirmation of an on-site test.
 - ii. A Chain of Custody form shall be retained for RCCC.
- i) Follow lab confirmation protocols on specimens yielding positive results;
 - iii. Lab confirmation shall only occur when a positive sample is submitted or when the Intensive Supervision Officer requests a confirmation to ascertain levels.
 - iv. Specimens sealed for laboratory confirmation shall be stored in a secure location accessible only by staff.
- j) Return drug testing paperwork to the locked supply cabinet.
- k) Preserve client confidentiality and follow all state and federal non-discrimination laws.

3. TERM

The parties understand and agree that this Agreement shall be in effect until August 31, 2021, subject to termination or modification.

4. MODIFICATION

This Agreement may be modified, amended or enlarged only by mutual agreement of the parties in writing. The parties agree and promise to review this Agreement bi-annually, and to cooperate in development of testing practices, protocols and overall procedures or amendments as they relate to this Agreement to ensure the success.

5. TERMINATION

Termination of this Agreement shall become effective August 31, 2021. The parties agree this Agreement may also be terminated by written notice to the other party not less than one month prior to desired end date IN WITNESS, HEREOF, this Agreement is executed by the parties the day and year written above.

Shelly Williams, Director
Riley County Community Corrections

Alan Benninga, Sheriff
Clay County Sheriff's Department

Date

Date

Attachment to “Contract” Between Riley County Community Corrections (hereinafter “RCCC”), and (Clay County Sheriff’s Office) (hereinafter “Contractor”).

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.

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 RCCC as a party, Contractor 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 RCCC’s objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor 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.** Contractor 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 RCCC 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 RCCC shall at all times stay in conformity with such laws, and as a condition of the Contract the RCCC 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. Any Contract for a term of more than one year shall be interpreted by the parties to provide RCCC the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their 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, RCCC may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after RCCC mails written notice to Contractor. In the event of such termination, RCCC agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the RCCC or the Contractor.

6. **ANTI-DISCRIMINATION CLAUSE.**

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor 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.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor 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, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by RCCC.
- 6.5. If Contractor 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, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by RCCC.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the RCCC cumulatively total \$5,000 or less during the RCCC'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 RCCC has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the RCCC 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 Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor 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 RCCC shall not be responsible for, nor indemnify Contractor 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 RCCC 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 RCCC 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.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor 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 Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, RCCC shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor 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.

12.3. Notwithstanding the above, Contractor shall not be relieved of liability to RCCC by virtue of any breach of the Contract by Contractor.

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

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

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and RCCC is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the

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

14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Contractor 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 RCCC. 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.
- 14.2. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Contractor 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.

15. **PROHIBITION OF CONFLICTS OF INTEREST.**

- 15.1. **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.
- 15.2. **Interest of Contractor.** Contractor 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.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor 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.

16. **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.

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

18. **RECORDS, REPORTS AND INSPECTION.**

18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract 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 Contract shall be clearly identified and readily accessible to both parties to the Contract.

18.2. **Maintenance of Records.** Except as otherwise authorized by RCCC, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

18.3. **Reports.** During the term of this contract, Contractor shall furnish to RCCC, in such form, as RCCC may require, such statements, records, reports, data and information as RCCC requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by RCCC if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to RCCC. Incomplete reports may be considered a breach of this contract.

18.4. **Audit.** Contractor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to RCCC, if requested.

18.5. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to RCCC, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

18.7. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by RCCC.

19. **METHOD OF BILLING AND PAYMENT.**

- 19.1. **Billing Procedures.** Contractor agrees that billings and payments under the Contract 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 Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by RCCC including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. RCCC reserves the right to disallow reimbursement for any item or service billed by Contractor if RCCC believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.
- 19.4. **Pre-disbursement Requirements.** Contractor must provide to RCCC the documentation required pursuant to the Contract prior to any disbursements being made by RCCC to Contractor.
- 19.5. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

- 20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify RCCC 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 RCCC, in RCCC's sole discretion.
- 21. **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.
- 22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, RCCC waives no defense, immunity or limitation of liability otherwise available to RCCC under the terms of the Kansas Tort Claims Act or other applicable law.
- 23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify RCCC in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with RCCC 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 Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with RCCC in providing any documents or information necessary to establish any prior payments made

by RCCC to Contractor under this Contract.

24. **SOURCE OF FUNDS FOR PAYMENT.** The Source of funds for all payments hereunder shall be grants supplied from the State of Kansas to Riley County Community Corrections. Riley County has no obligation whatsoever to supplement those funds with any County funds.
25. **LIABILITY INSURANCE.** Contractor agrees to maintain the liability insurance coverage throughout the term of the agreement. Liability insurance coverage must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with RCCC named as an additional insured, which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after RCCC receives notice of such change by registered mail.
26. **REMOVAL OF REPRESENTATIVE.** Should RCCC reasonably object to an individual employed or engaged by Contractor to perform the services hereunder, Contractor agrees to promptly replace that person with an individual approved by RCCC.
27. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
28. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor
Clay County Sheriff
Of Clay County, Kansas

County
BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Name: Alan Benninga

By: _____
John Ford, Chairman

Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____



PLANNING & DEVELOPMENT
Staff Update

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

STAFF REPORT

FROM: Amanda Smeller

MEETING: March 4, 2021

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Smeller

Enclosures:

- PD March Staff Report (PDF)
- 3 - March Staff Update (PDF)
- 2020 Annual Report (PDF)



PLANNING & DEVELOPMENT

Date: March 4, 2021

To: Riley County Board of County Commissioners

From: Amanda Smeller, Planning & Special Projects Director

Re: Planning & Development Staff Report

Please see the attached project update spreadsheet for more details.

February Accomplishments:

- Mutt School's CDBG-CV Job Retention grant application was transmitted to the state for final approval. The deadline for applications is June 30, 2021.
- Work continued on the Land Development Regulations and associated graphics. Staff held several virtual meetings with the consultants.
- The NG911 Committee made a presentation before the Board of County Commissioners to discuss the committee's purpose and background, and detail how addresses are assigned.
- Planning, Fire, and Public Works Coordination meeting was held February 23, 2021.
- Staff participated in the Manhattan Urban Area Planning Board meeting for the Chebultz rezoning of a parcel from "N-1" (Airport Noise Hazard) to "D-2" (Light Industrial).
- Staff held a Riley County Planning Board/Board of Zoning Appeals meeting and reviewed the Dieball variance for a front yard setback.
- The BOCC approved the As-Needed Clerical Assistant position and advertising commenced.
- The Solid Waste Management Committee met to discuss the annual review of the Solid Waste Management Plan.
- The Kansas Department of Agriculture held a virtual Discovery meeting for the Blue Custom Watershed to begin review of initial Base Level Engineering to determine necessary regulatory updates.
- The Kansas Department of Agriculture held a virtual kick-off meeting for Upper Kansas Floodplain mapping project.
- Attended the Flint Hills Regional Council Special Meeting to learn about the proposed regional river trail project and associated National Park Service grant application. The BOCC signed a letter of commitment in support of the project and grant application.
- The Invitation to Bid was issued for new Planning & Development vehicle.
- The 2020 Planning & Development Annual Report was completed.
- Permits issued:
 - Building/floodplain development permits: 7
 - Preliminary approval environmental health permits: 9
 - Final/use environmental health permits: 7

Upcoming in March:

- Conduct interviews for the As-Needed Clerical Assistant position.
- Present Planning & Development 101 to the BOCC on March 15, 2021. I will be sure to address the 2020 Annual Report (included here) and answer any questions you may have.
- Riley County Planning Board/Board of Zoning Appeals will be held on March 8 to review the Peterson Ranch Unit One Final Plat.
- The NG911 Committee will present additional information on March 8, 2021 as requested by the BOCC and ask for direction moving forward.
- Bid opening for the Planning & Development vehicle will occur before the BOCC on March 18, 2021.

Planning and Development
Staff Update
February 26, 2021

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Long Range Planning						
Total regulation rewrite	Amanda Smeller, Bob Isaac & Steve Higgins	Public review drafts of all Articles completed. Articles reviewed by RCPB, BOCC, Steering Committee and MUAPB.	Finalize illustrations and edits.	5/1/2016		3/31/2021
MPO Technical Advisory Committee	Amanda Smeller	Last meeting completed	Attend next meeting	1/16/2013		3/3/2021
Keats Sewer District	Amanda Smeller & Perry Piper	District formed. Draft Preliminary Engineering Report received and finalized. Public meeting conducted.	Seeking alternative funding and options.	11/1/2014		3/31/2021
Sewer agreement for County shop area	Amanda Smeller & Perry Piper	Met with City staff to discuss report and agreement. City staff analysis reveals that the sanitary system has adequate capacity for the proposed development area.	Wait on City and County Counselors to draft agreement. Investigate water options. Update BOCC on process.	2/1/2014		TBD
NG911 - Private Road Naming	Amanda Smeller & Lisa Daily	Property owners wanted Anderson Lane and committee agreed. Property owners wanted to keep their current address numbering. Committee decided to recommend changing address numbers to match the addressing GRID. BOCC did not make a motion to rename to Anderson Lane and agreed with property owners to retain the current address numbers. Committee met and decided not to rename the private road to Anderson Lane. Updated BOCC. Committee met on 1/26/21 and decided to present new commissioners with background on NG911 private road naming project. Will gather information and meet again. BOCC presentation on 2/25/21 completed.	Present additional information to BOCC	8/1/2015		3/8/2021
Develop Riley County - historic land use changes in Wildcat Creek Watershed	Steve Higgins	Information gathering from NASA complete for report. Report has been finalized.	Present report to all participating entities.	6/1/2020		9/1/2021
Regulations						
Manhattan Unified Development Ordinance	Bob Isaac & Amanda Smeller	Reviewed UDO subdivision regulations and met with City staff to discuss modifications.	Await revised draft from City.	4/11/2011		TBD
Grants						
USDA Rural Development - Keats	Amanda Smeller	Awaiting completion of Preliminary Engineering Report.	Begin application upon receipt of PER	TBD		TBD
CDBG-CV	Amanda Smeller & Lisa Daily	Grant awarded for meal program and job retention program. Applications have been received for both programs.	Reviewing applications.	7/27/2020		6/30/2021
Current Planning						
BOCC - Chebultz Rezone	Bob Isaac	BOCC approved rezoning. Rezoning published.	Project closed	12/14/2020		2/18/2021
Dieball - Variance	Bob Isaac	BZA approved vairance.	Project closed	12/21/2020		2/8/2021
Sherwood - RUD-EF/Plat	Bob Isaac	BOCC approved final plat	Wait property owner to pay taxes and file plat	10/2/2020		3/31/2021
Blecha - Final Plat	Bob Isaac	NOPH published	Conduct RCPB public hearing	1/4/2021		3/8/2021
Permits						
Complaints						
Property Maintenance Code Violations						
Kilner - Unsafe structure	Craig Cox	Due to delayed repairs, Mr. Kilner was found in contempt. He can purge contempt by (1) installing window wells and backfill foundation, and (2) installing windows and doors to enclose the basement. Both tasks to be completed by Dec. 23rd hearing. Case continued due to illness to 1/7/20. Court ordered all windows and doors and backfill completed by deadline or will assess fine of \$100/day (i.e. \$3400). March 11, 2020 - all windows and doors installed, basement enclosed. Contempt purged and fine set aside. By April 1, 2020, complete back fill and grading, and assist County to file inventory report on inoperable vehicles and supplies with removal deadline for materials not needed or not useable. Site visit September 15, 2020. Back fill and grading not completed by April 1. 2020. No assistance provided County with inventory report. Mr. Kilner agreed to clean junk form east and north foundation; apply foundation siding and stain side of garage; complete back fill and grading, all by December 3, 2020. Site inspection on December 4, 2020. Mr. Kilner completed removal of all junk on east and north side of foundation, and finished grading and compacting fill with drainage from the house. To complete siding the foundation area and stain concrete on garage by February 12, 2021. Remove materials not needed from highway ROW and store needed materials per regs by March 12, 2021.	Monitor contempt compliance.	8/18/2016		3/12/2021
Hermesch - Unsafe structure	Clancy Holeman	Counselor met with P&D staff for Property Maintenance Code application. Photos of property taken.	Counsel put property in 2018 tax case for 2014 & 2015 delinquent taxes.	11/24/2015		TBD
Zoning Violations						
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Craig Cox	Staff conducted site visit on 6/25/18. Owner agreed to obtain repair permit, reconfigure to two bedrooms only and test septic system with report to staff.	Staff will issue permit upon verification of agreed upon alteration and verification that the septic system is functioning properly. Conduct another site visit upon notification from owner.	12/17/2010	4/17/2012	TBD
Doyle - Illegal salvage at residence Violation #05-0007	Craig Cox	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. September 15, 2020 conference with Mr. Doyle, he refused to cooperate with on-going remediation. October 5, 2020 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for January 15, 2021.	Counsel to meet with staff to discuss prosecution.	4/15/2013	5/1/2014	3/19/2021
Zeller/Thomas - Illegal sign	Craig Cox	Owner has limited signage to MHK Airport (governmental entity).	Counsel to schedule meeting with staff to discuss case status.	12/1/2011	9/27/2012	2/19/2021
Kilner - Unsafe structure	Craig Cox	Due to delayed repairs, Mr. Kilner was found in contempt. He can purge contempt by (1) installing window wells and backfill foundation, and (2) installing windows and doors to enclose the basement. Both tasks to be completed by Dec. 23rd hearing. Case continued due to illness to 1/7/20. Court ordered all windows and doors and backfill completed by deadline or will assess fine of \$100/day (i.e. \$3400). March 11, 2020 - all windows and doors installed, basement enclosed. Contempt purged and fine set aside. By April 1, 2020, complete back fill and grading, and assist County to file inventory report on inoperable vehicles and supplies with removal deadline for materials not needed or not useable. Site visit September 15, 2020. Back fill and grading not completed by April 1. 2020. No assistance provided County with inventory report. Mr. Kilner agreed to clean junk form east and north foundation; apply foundation siding and stain side of garage; complete back fill and grading, all by December 3, 2020. Site inspection on December 4, 2020. Mr. Kilner completed removal of all junk on east and north side of foundation, and finished grading and compacting fill with drainage from the house. To complete siding the foundation area and stain concrete on garage by February 12, 2021. Remove materials not needed from highway ROW and store needed materials per regs by March 12, 2021.	Monitor contempt compliance	8/18/2016		3/12/2021
20-0063 - Satterlee: Inoperable vehicles and campers	Steve Higgins	Determined to be a violation. Notification letter sent. Property owner agreed to abate by 1/1/2021. Working with property owner.	Monitor progress.	9/16/2020		3/1/2021

Attachment: 3 - March Staff Update (10593 : Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
L21MHP-0004 TDJ Stables	Steve Higgins, Perry Piper & Craig Cox	Renewal applications and fees received. License can't be issued until property is compliance sanitary code.	Schedule staff meeting with Mr. Jones to discuss resolution.	11/20/2020		3/24/2021
20-0077 - Scott - Illegal salvage operation in residential zoning	Steve Higgins	Inspection completed and sent notification letter to property owner. Met with property owner on site and will be removing some items by 3/1/2021.	Monitor progress.	12/8/2020		3/1/2021
20-0078 - Bullseye Property Illegal salvage	Steve Higgins	Inspection completed and sent notification letter to property owner. Property owner will get with tenant to remove vehicles.	Monitor progress.	12/8/2020		3/1/2021
20-0079 Miller - Illegal auto repair and salvage operation 1382 Pillsbury Dr	Steve Higgins	Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner.	Await property owner response.	12/8/2020		3/2/2021
20-0087 Miller - Illegal auto repair and salvage operation 1420 Pillsbury Dr	Steve Higgins	Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner.	Await property owner response.	12/21/2020		3/2/2021
20-0088 Dale - Illegal auto repair and salvage operation	Steve Higgins	Inspection completed and sent notification letter to property owner. Employee requested an onsite meeting to review violations. Met on site and property owner is in process of abating.	Monitor progress.	12/21/2020		3/1/2021
20-0090 Fishgill LLC - Illegal auto repair and salvage operation	Steve Higgins	Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed.	Follow up inspection.	12/22/2020		4/1/2021
Sanitary Code Violations						
20-0084 Born - Septic tank needs pumped	Perry Piper	Alternative system inspection completed and found that the septic tank has not been pumped in the last five years. Sent notification letter to property owner. One tank has been pumped and inspected. The other tank is scheduled to be pumped on 2/3/21.	ABATED	12/16/2020		CLOSED 2/5/2021
TDJ Stables - Illegal repair	Perry Piper & Craig Cox	Property owner applied for repair permit and made repairs himself and is not a licensed installer.	Schedule staff meeting with Mr. Jones to discuss resolution.	4/7/2020		3/24/2021
20-0082 Carroll - Failed septic tank	Perry Piper & Craig Cox	Contacted from an installer to come review the site. Failed septic tank was discovered. Counsel has advised Environmental Health Specialist to work with new property owner.	Await Counsel to send letter to property owner.	9/25/2020		3/10/2021
21-0001 Zieber - failed alternative system	Perry Piper	Notice of Violation sent. Property owner has contracted with Cat Cans to do repair.	Monitor progress.	1/6/2021		3/15/2021
21-0004 Innes - Alternative pump and alarm not working	Perry Piper	Notice of Violation sent. Property owner contracted with Brenner Excavating to do repair.	Await for contractor to apply for minor repair permit and complete repair.	1/25/2021		3/15/2021
21-0005 Johnston - failed to apply for repair permit	Perry Piper	Notification letter sent. Property owner has obtained bids for repair and hired contractor.	Await for contractor to apply for repair permit and start construction.	1/26/2021		3/15/2021

Attachment: 3 - March Staff Update (10593 : Staff Update)

ANNUAL REPORT

January - December
2020



PLANNING & DEVELOPMENT
ENVIROMENTAL HEALTH

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

Chair

Marvin Rodriguez
3000 Creighton Ter
Manhattan, Kansas 66503

Vice-Chair

John Ford
2102 Sloan St, Apt #2
Manhattan, Kansas 66502

Member

Ron Wells
3609 Anderson Ave
Manhattan, Kansas 66503



PLANNING AND DEVELOPMENT

OFFICE STAFF

110 Courthouse Plaza
Manhattan, Kansas 66502
Phone: (785) 537-6332
Fax: (785) 537-6331

Director January-September 2020
Monty Wedel, AICP
Extension: 7501
E-Mail: mwedel@rileycountyks.gov

Director September-December 2020
Amanda Smeller
Extension: 7501
E-Mail: asmeller@rileycountyks.gov

Planner
Robert “Bob” Isaac
Extension: 7502
E-Mail: risaac@rileycountyks.gov

Zoning Enforcement Officer
Steve Higgins, CFM
Extension: 7503
E-Mail: shiggins@rileycountyks.gov

Environmental Health Specialist
Perry Piper, REHS/RS
Extension: 7505
E-Mail: ppiper@rileycountyks.gov

Administrative Assistant
Lisa Daily
Extension: 7500
E-Mail: ldaily@rileycountyks.gov



RILEY COUNTY PLANNING BOARD/ BOARD OF ZONING APPEALS

MEMBERS

The Riley County Planning Board was established by the BOCC on December 17, 1973. The Board consists of 5 members who shall be residents of the County and a majority of which must live outside the corporate limits of any incorporated city in the County. This Board conducts public hearings on zoning, platting and special use requests and makes recommendations to the BOCC. They also review the Riley County Comprehensive Plan on an annual basis and recommend changes to the BOCC.

The Board of Zoning Appeals was established by the BOCC on September 15, 1965 as a board of not less than 3 members and not more than 7 members. This Board considers applications for variances and conditional uses. They also hear appeals from administrative decisions of the Planning and Development Department.

Resolution No. 021810-12 – A resolution relating to the designation of the Riley County Planning Board as the Riley County Board of Zoning Appeals for Riley County, Kansas; dissolving the existing Riley County Board of Zoning Appeals; and calling the first meeting for Riley County Board of Zoning Appeals was adopted February 18, 2010.

Chair

Dr. Tom Taul
3326 Trevelyan Ave
Manhattan, Kansas 66503

Terms Served:

2001-2003
2004-2006
2007-2009
2010-2012
2013-2015
2016-2018
2019-2021

Vice Chair

Diane Hoobler
1239 Sandy Land Rd
Manhattan, KS 66502

Terms Served:

Aug 2009-2010
2011-2013
2014-2016
2017-2019
2020-2022

Members

John Wienck
7990 Swede Creek Rd
Randolph, KS 66554

Terms Served:

2012-2014
2015-2017
2018-2020

Nathan Larson
15400 Madison Rd
Riley, KS 66531

Terms Served:

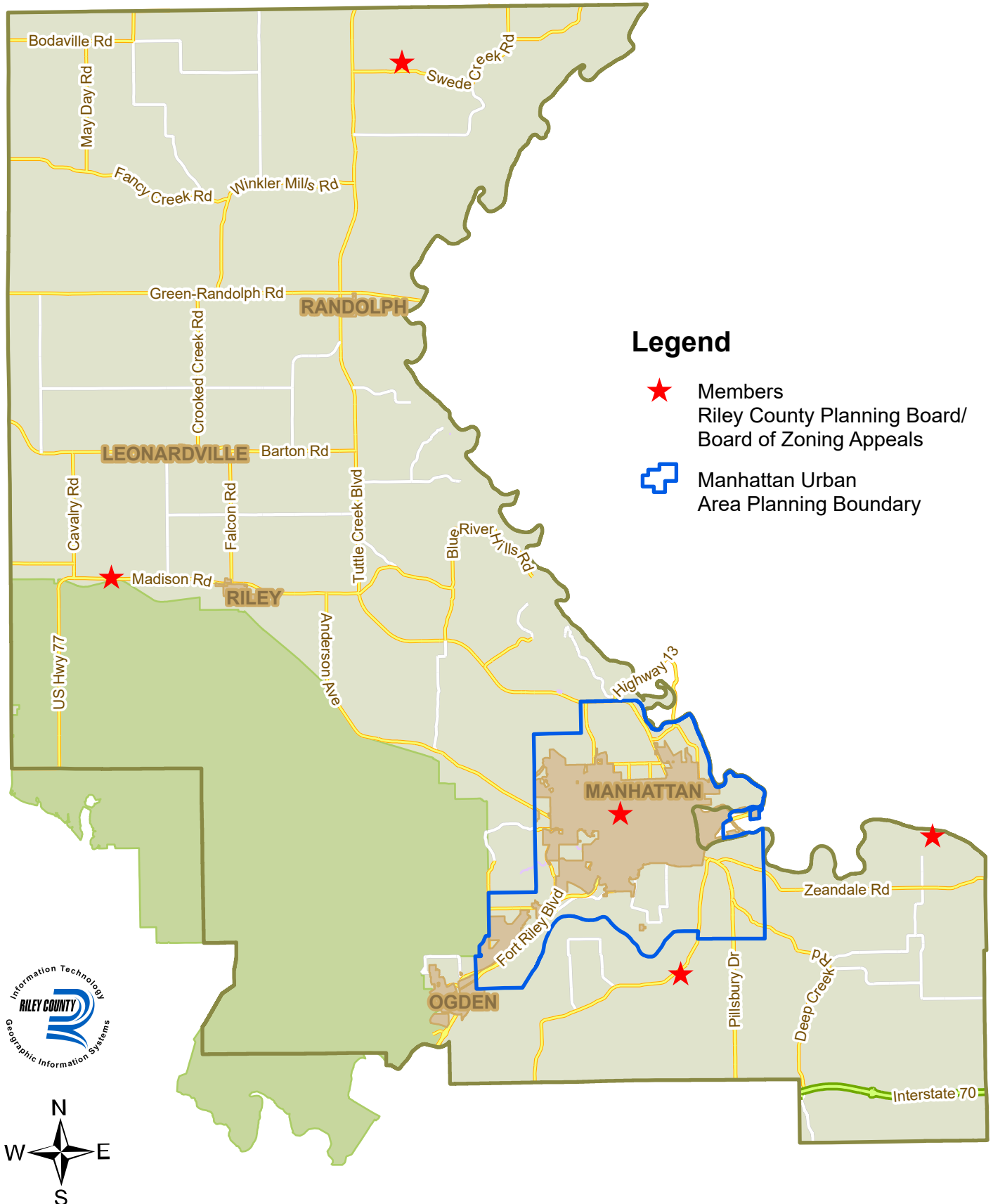
2018-2020

Joe Gelroth
2810 McDowell Creek Rd
Manhattan, KS 66502

Terms Served:

Feb 2018-Dec 2018
2019-2021

Location of Members Riley County Planning Board/Board of Zoning Appeals



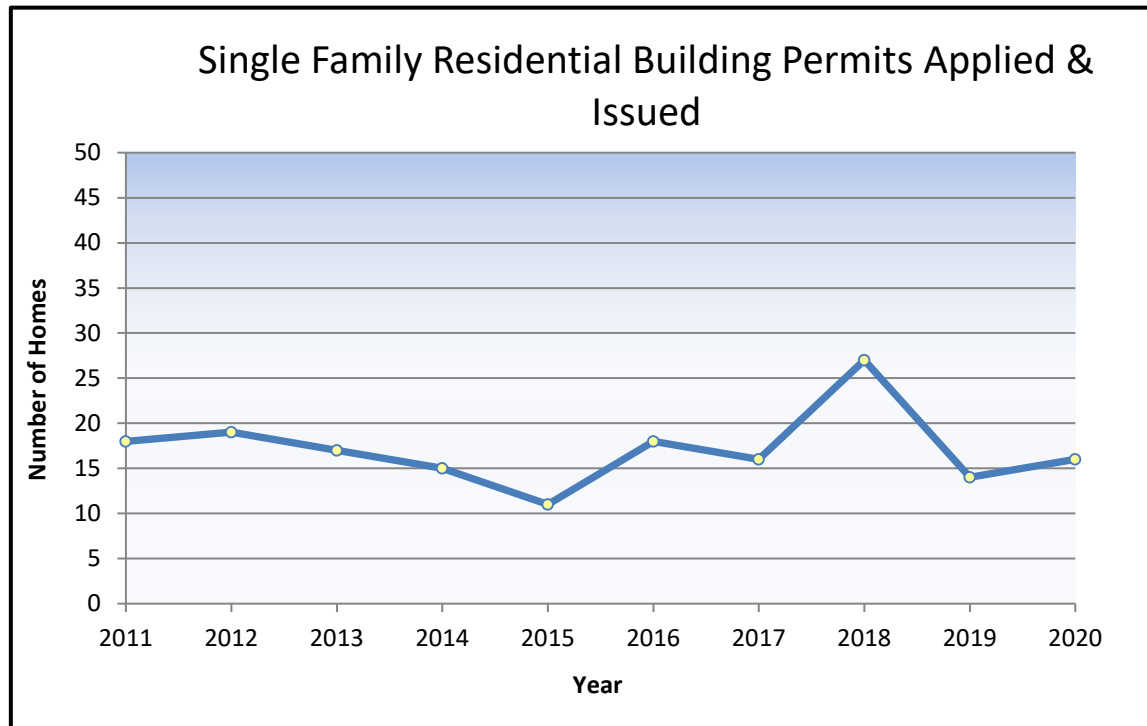
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SUMMARY OF BUILDING PERMITS ISSUED IN 2020

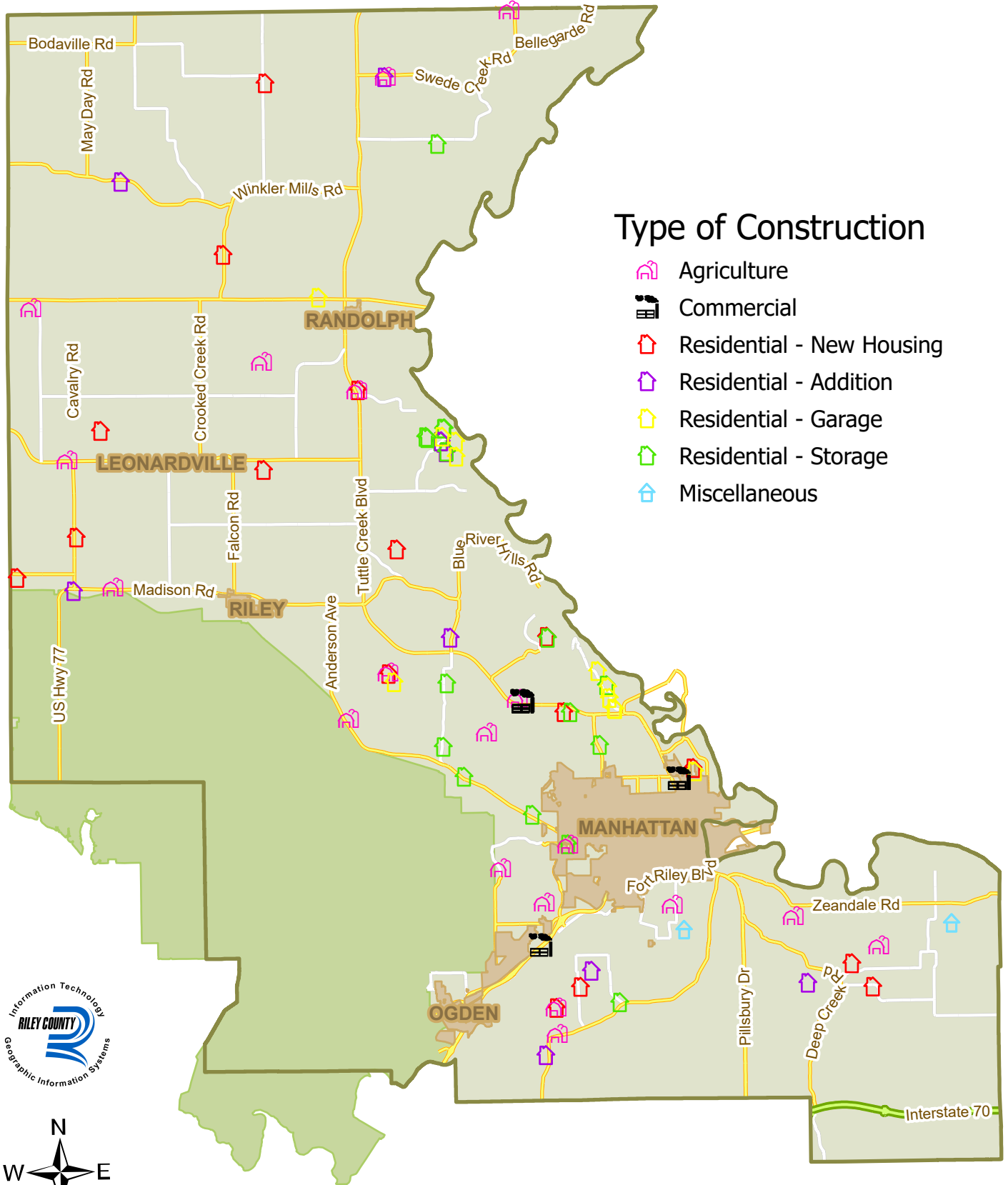
TYPE OF CONSTRUCTION	PERMITS APPLIED & ISSUED 2019	PERMITS APPLIED & ISSUED 2020	% OF CHANGE
Residential - New Housing	14	16	14%
Residential - Addition to Residence	6	9	50%
Residential - Garage (attached & detached)	6	11	83%
Residential - Storage	16	17	6%
Agricultural	19	19	0%
Carport\Deck\Porch	9	15	67%
Commercial	4	6	50%
Miscellaneous: Equipment Maintenance Building, Control Building for Firing Range	7	2	-71%
TOTAL PERMITS ISSUED	81	95	17%

5



SINGLE FAMILY RESIDENTIAL BUILDING PERMITS APPLIED & ISSUED	
# of Homes	Year Built
16	2020
14	2019
27	2018
16	2017
18	2016
11	2015
15	2014
17	2013
19	2012
18	2011

Building Permits Issued - 2020

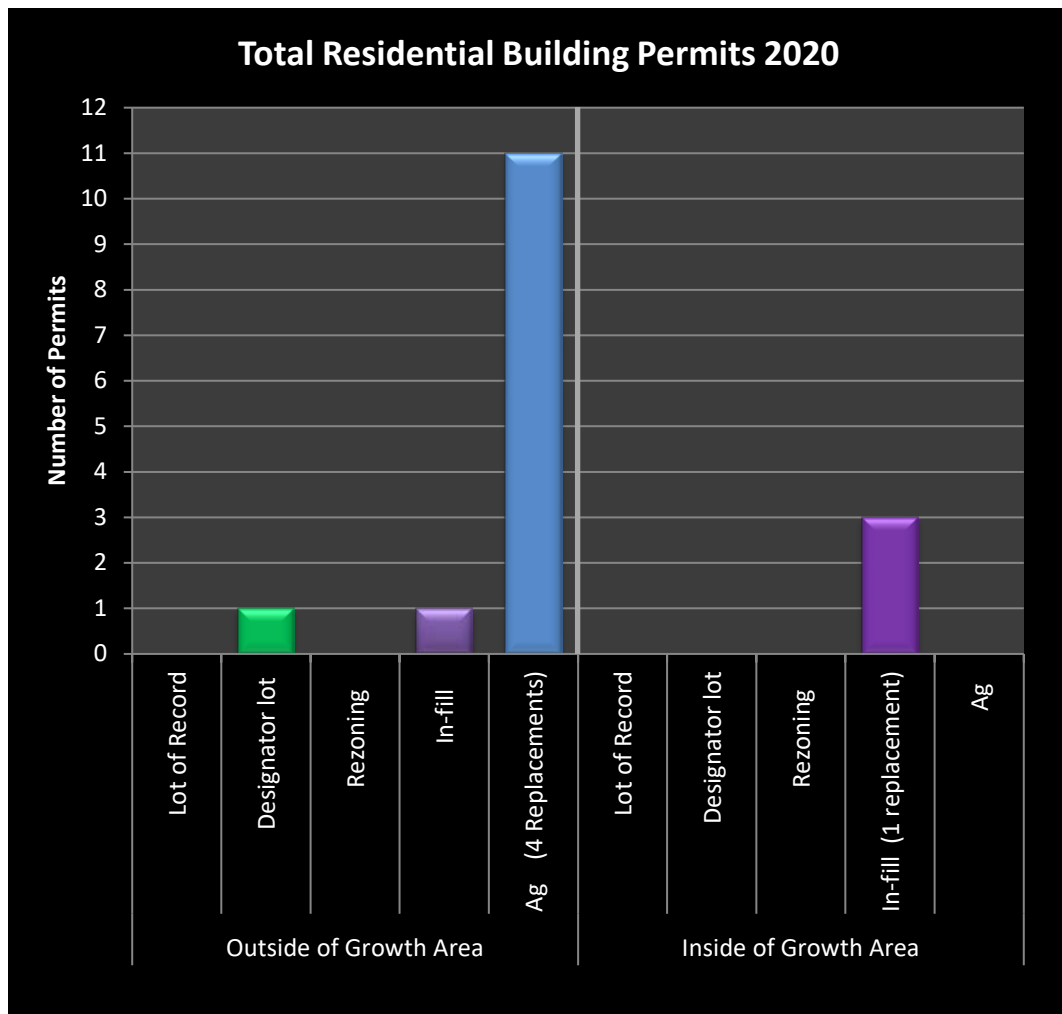


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January 29, 2021

95 Permits Issued in 2020

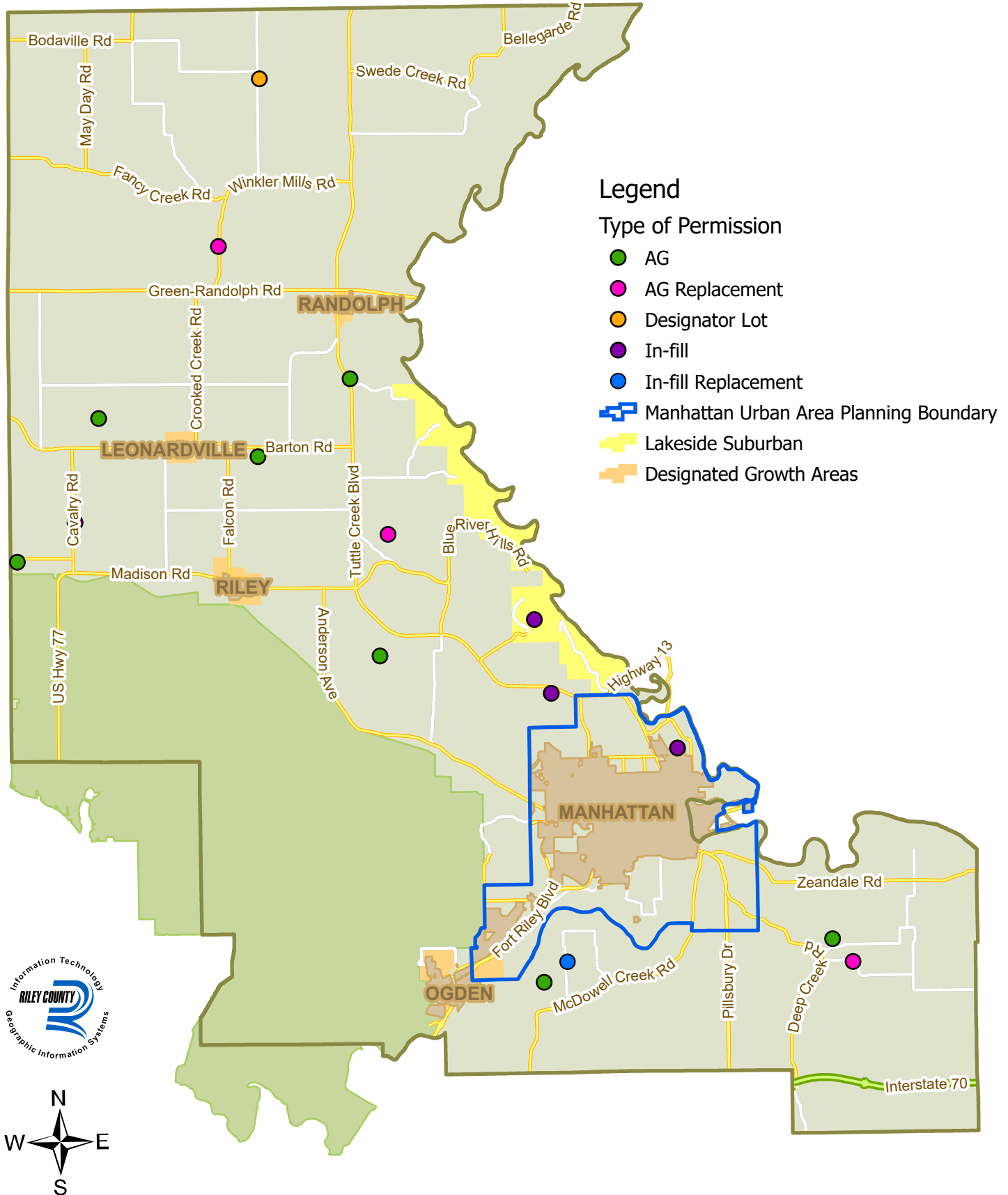


Principal Building Permits Issued			% of Total Non-Ag BPs
Outside of Growth Area	Lot of Record	0	40%
	Designator lot	1	
	Rezoning	0	
	In-fill	1	
	Ag (4 Replacements)	11	
	Sub-Total Non-Ag	2	
Inside of Growth Area	Lot of Record	0	60%
	Designator lot	0	
	Rezoning	0	
	In-fill (1 replacement)	3	
	Ag	0	
	Sub-Total Non-Ag	3	

Total Building Permits Issued: 16
Total BPs Non-Ag Residence Issued: 5

- * Rezoning = building permit for principal structure for tracts rezoned AFTER May 21, 2012
- * In-fill = building permit for principal structure for tracts rezoned BEFORE May 21, 2012

Residential Building Permits Issued - 2020



Attachment: 2020 Annual Report (10593 : Staff Update)



January 29, 2021

SIGN PERMITS ISSUED IN 2020

SIGN CLASSIFICATION	PERMITS ISSUED IN 2019	PERMITS ISSUED IN 2020
Advertising	1	3
Business - Awning	0	1
Business - Freestanding	1	1
Business - Wall	1	4
Business - Roof	0	0
Bulletin Board	1	0
Identification	0	0
TOTAL PERMITS ISSUED	4	9

Attachment: 2020 Annual Report (10593 : Staff Update)

FLOODPLAIN DEVELOPMENT PERMITS ISSUED IN 2020

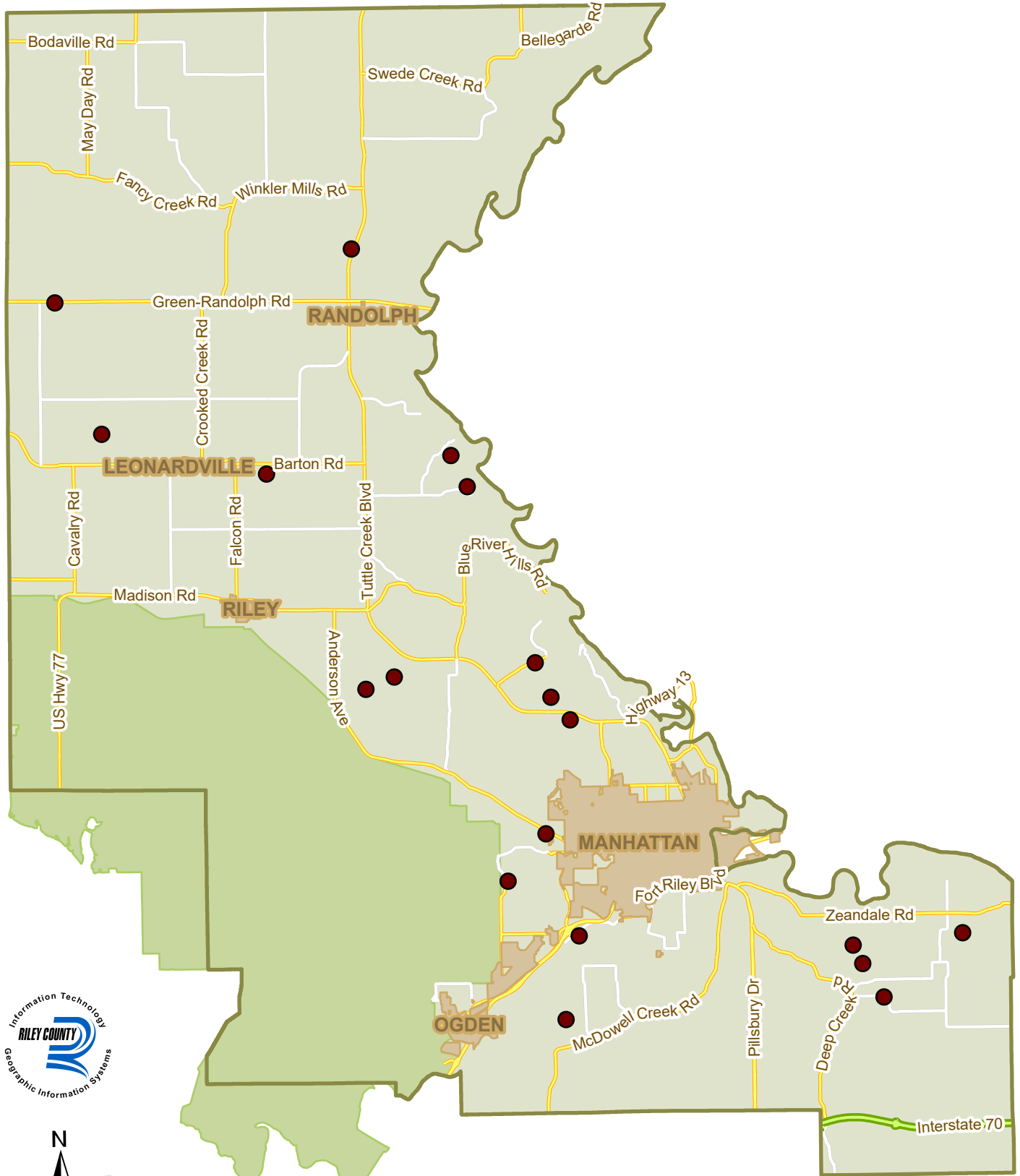
PERMIT #	PROPERTY LOCATION	OWNER	S-T-R	TYPE OF DEVELOPMENT
20-0224-OFLD	Falcon Rd - Highway 24	Kansas Department of Transportation	35-8-5 36-8-5	Box culvert bridge
20-0249-OFLD	5515 Silver Creek Rd	Joshua & Misty Williams	15-9-6	Filling
20-0277-OFLD	1374 Collins Ln	Hugo DeJesus & Andrea DeJesus-Britt	19-10-8	New construction

2020 SOIL PROFILE EVALUATIONS

PERMIT #	LAND USE	PROPERTY ADDRESS	CITY
20-0001-OSPE	Single Family Detached	16039 Tuttle Creek Blvd	Randolph
20-0013-OSPE	Commercial	Parcel: 2120900000001010	
20-0015-OSPE	Single Family Detached	7009 Dana Dell Dr	Manhattan
20-0032-OSPE	Single Family Detached	15375 LK&W Rd	Leonardville
20-0036-OSPE	Agricultural	1399 Rock Springs Ln	Manhattan
20-0049-OSPE	Agricultural	10595 Union Rd	Leonardville
20-0061-OSPE	Single Family Detached	2750 Pillsbury Crossing Rd	Manhattan
20-0067-OSPE	Single Family Detached	4505 Marjorie Ct	Manhattan
20-0074-OSPE	Single Family Detached	4661 W 33rd St	Manhattan
20-0081-OSPE	Industrial	1256 Tabor Valley Rd	Manhattan
20-0082-OSPE	Single Family Detached	16821 Green-Randolph Rd	Green
20-0137-OSPE	Single Family Detached	Parcel: 2621000000002020	
20-0150-OSPE	Single Family Detached	2938 Wildcat Creek Rd	Manhattan
20-0171-OSPE	Single Family Detached	6262 W 59th Ave	Manhattan
20-0236-OSPE	Single Family Detached	3001 Daniels Dr	Manhattan
20-0242-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0243-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0244-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0245-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0251-OSPE	Single Family Detached	5515 Silver Creek Rd	Manhattan
20-0253-OSPE	Single Family Detached	10900 Lakeside Dr	Manhattan
20-0257-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0258-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0259-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0260-OSPE	Single Family Attached	Parcel: 1752100000001000	
20-0261-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0262-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0263-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0264-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0265-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0278-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0279-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0280-OSPE	Single Family Detached	Parcel: 1752100000001000	
20-0287-OSPE	Agricultural	9680 N 52nd St	Riley
20-0291-OSPE	Commercial	4441 Stagg Hill Rd	Manhattan

Attachment: 2020 Annual Report (10593 : Staff Update)

Soil Profile Evaluations - 2020



January 29, 2021

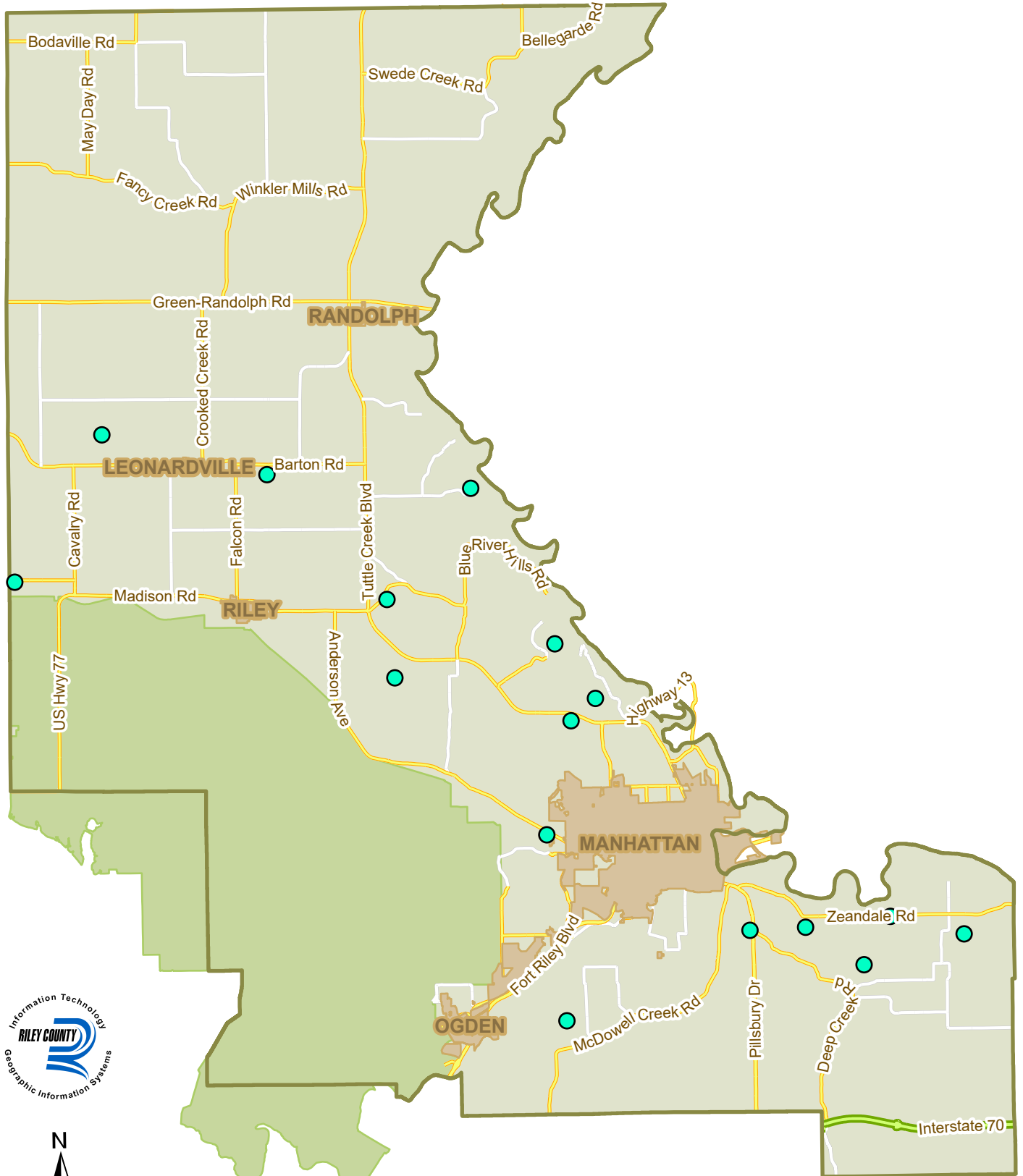
Attachment: 2020 Annual Report (10593 : Staff Update)

WASTEWATER DISPOSAL SYSTEM PERMITS ISSUED IN 2020

PERMIT #	PROPERTY ADDRESS	CITY	TYPE OF SYSTEM INSTALLED
19-0168-OWWD	8795 Stockdale Park Rd	Manhattan	Alternative
19-0267-OWWD	Parcel: 2092910000007010		Alternative
20-0048-OWWD	4518 Harbour Hills Dr	Manhattan	Stablization Pond
20-0058-OWWD	Parcel: 1230700000001000		Stablization Pond
20-0093-OWWD	4505 Marjorie Ct	Manhattan	Stablization Pond
20-0099-OWWD	10595 Union Rd	Leonardville	Stablization Pond
20-0104-OWWD	Parcel: 2073600000002000		Stablization Pond
20-0173-OWWD	Parcel: 1041803009022000		Stablization Pond
20-0202-OWWD	4661 S 33rd St	Manhattan	Stablization Pond
20-0285-OWWD	5515 Silver Creek Rd	Manhattan	Stablization Pond
20-0288-OWWD	1256 Tabor Valley Rd	Manhattan	Stablization Pond
17125-OWWD	4001 Zeandale Rd	Manhattan	Standard
20-0055-OWWD	Parcel: 2120900000001010		Standard
20-0178-OWWD	17841 Welsh Rd	Riley	Standard
20-0197-OWWD	3553 Germann Dr	Manhattan	Standard
20-0217-OWWD	2101 Zeandale Rd	Manhattan	Standard

Attachment: 2020 Annual Report (10593 : Staff Update)

New Wastewater Disposal Systems - 2020



January 29, 2021

Attachment: 2020 Annual Report (10593 : Staff Update)

REPAIR WASTEWATER SYSTEM PERMITS ISSUED IN 2020

PERMIT #	PROPERTY ADDRESS	CITY	TYPE OF REPAIR
19-0305-MRWW	1083 Wildcat Creek Rd	Manhattan	Minor
20-0022-MRWW	6580 Harbour Haven Dr	Manhattan	Minor
20-0033-MRWW	15757 Seven Springs Rd	Leonardville	Minor
20-0034-MRWW	4741 Deep Creek Rd	Manhattan	Minor
20-0051-MRWW	8080 Anderson Ave	Manhattan	Minor
20-0059-MRWW	9770 Anderson Ave	Riley	Minor
20-0065-MRWW	6001 Zeandale Rd	Manhattan	Minor
20-0066-MRWW	3219 Driftwood Dr	Manhattan	Minor
20-0070-MRWW	5481 W 104th Ave	Riley	Minor
20-0073-MRWW	710 S Manhattan Ave	Manhattan	Minor
20-0107-MRWW	4448 Freeman Rd A	Manhattan	Minor
20-0119-MRWW	7655 Madison Creek Rd	Riley	Minor
20-0122-MRWW	706 Rannells Rd	Manhattan	Minor
20-0129-MRWW	6623 Leedy Ln	Manhattan	Minor
20-0147-MRWW	4895 Tall Grass	Manhattan	Minor
20-0196-MRWW	8230 Fairview Church Rd	Manhattan	Minor
20-0212-MRWW	1940 Pleasant Valley Rd	Manhattan	Minor
20-0219-MRWW	9521 Lakeshore Dr	Manhattan	Minor
20-0223-MRWW	14124 Diana Dr	Randolph	Minor
20-0231-MRWW	7228 Deer Trail Rd	Manhattan	Minor
20-0241-MRWW	5130 McDowell Creek Rd A	Manhattan	Minor
20-0247-MRWW	5608 High Meadow Cir	Manhattan	Minor
20-0266-MRWW	5603 Powercat Pl	Manhattan	Minor
20-0267-MRWW	2696 W 60th Ave	Manhattan	Minor
20-0268-MRWW	3171 Wildcat Creek Rd	Manhattan	Minor
20-0002-MRWW	9595 Crooked Cedar Ln	Riley	Major
20-0005-MRWW	9440 N 60th St	Riley	Major
20-0007-MRWW	1299 S Manhattan Ave	Manhattan	Major
20-0017-MRWW	2920 W 40th Ave	Manhattan	Major
20-0029-MRWW	6480 N 52nd St	Manhattan	Major
20-0031-MRWW	4700 Harbour Hills Dr	Manhattan	Major
20-0042-MRWW	13600 Madison Rd	Riley	Major
20-0053-MRWW	2802 W 40th Ave	Manhattan	Major
20-0056-MRWW	3629 Rocky Ford Ave	Manhattan	Major

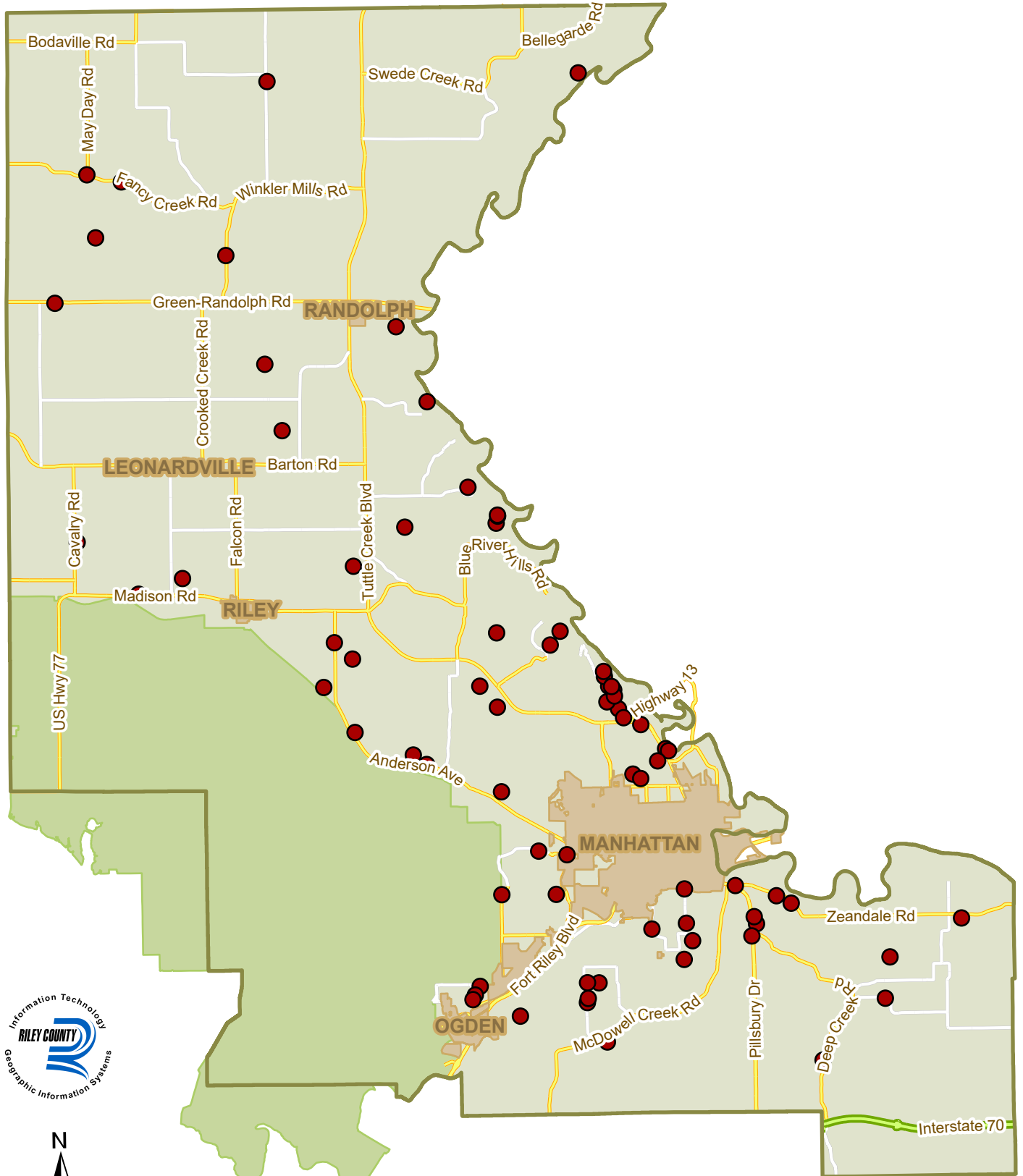
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REPAIR WASTEWATER SYSTEM PERMITS ISSUED IN 2020

PERMIT #	PROPERTY ADDRESS	CITY	TYPE OF REPAIR
20-0060-MRWW	15965 Winkler Rd	Randolph	Major
20-0069-MRWW	7714 Anderson Ave	Manhattan	Major
20-0071-MRWW	120 Deep Creek Rd	Manhattan	Major
20-0072-MRWW	3118 Foxridge Cir	Manhattan	Major
20-0080-MRWW	20220 Peach Grove Rd	Randolph	Major
20-0083-MRWW	1121 Zeandale Rd	Manhattan	Major
20-0095-MRWW	7 Oak Valley Dr	Manhattan	Major
20-0100-MRWW	3031 Freeman Cir	Manhattan	Major
20-0111-MRWW	16821 Green-Randolph Rd	Green	Major
20-0132-MRWW	2440 Big Horn Ln	Manhattan	Major
20-0133-MRWW	3612 Rocky Ford Ave	Manhattan	Major
20-0134-MRWW	4921 W 59th Ave	Manhattan	Major
20-0136-MRWW	2811 Purcell Rd	Manhattan	Major
20-0141-MRWW	5925 Sharm Dr	Manhattan	Major
20-0145-MRWW	5640 S 32nd St	Manhattan	Major
20-0146-MRWW	15151 Schwartz Ln	Randolph	Major
20-0148-MRWW	5008 Canyon Rd	Manhattan	Major
20-0159-MRWW	2472 Bent Tree Dr	Manhattan	Major
20-0189-MRWW	17947 May Day Rd	Green	Major
20-0193-MRWW	12312 Main Rd	Randolph	Major
20-0211-MRWW	1935 S Manhattan Ave	Manhattan	Major
20-0213-MRWW	1599 S Rosencutter Rd	Manhattan	Major
20-0233-MRWW	2612 Marque Hill Rd	Manhattan	Major
20-0250-MRWW	6601 W 63rd Ave	Manhattan	Major
20-0254-MRWW	3930 S 24th St	Manhattan	Major
20-0269-MRWW	9527 Lakeshore Dr	Manhattan	Major
20-0274-MRWW	320 Wildcat Creek Rd	Manhattan	Major
20-0289-MRWW	11220 LK&W Rd	Leonardville	Major
20-0290-MRWW	2418 Marion Ave	Manhattan	Major
20-0293-MRWW	3203 Driftwood Dr	Manhattan	Major
20-0297-MRWW	1581 Zeandale Rd	Manhattan	Major

Attachment: 2020 Annual Report (10593 : Staff Update)

Wastewater System Repairs - 2020



Attachment: 2020 Annual Report (10593 : Staff Update)

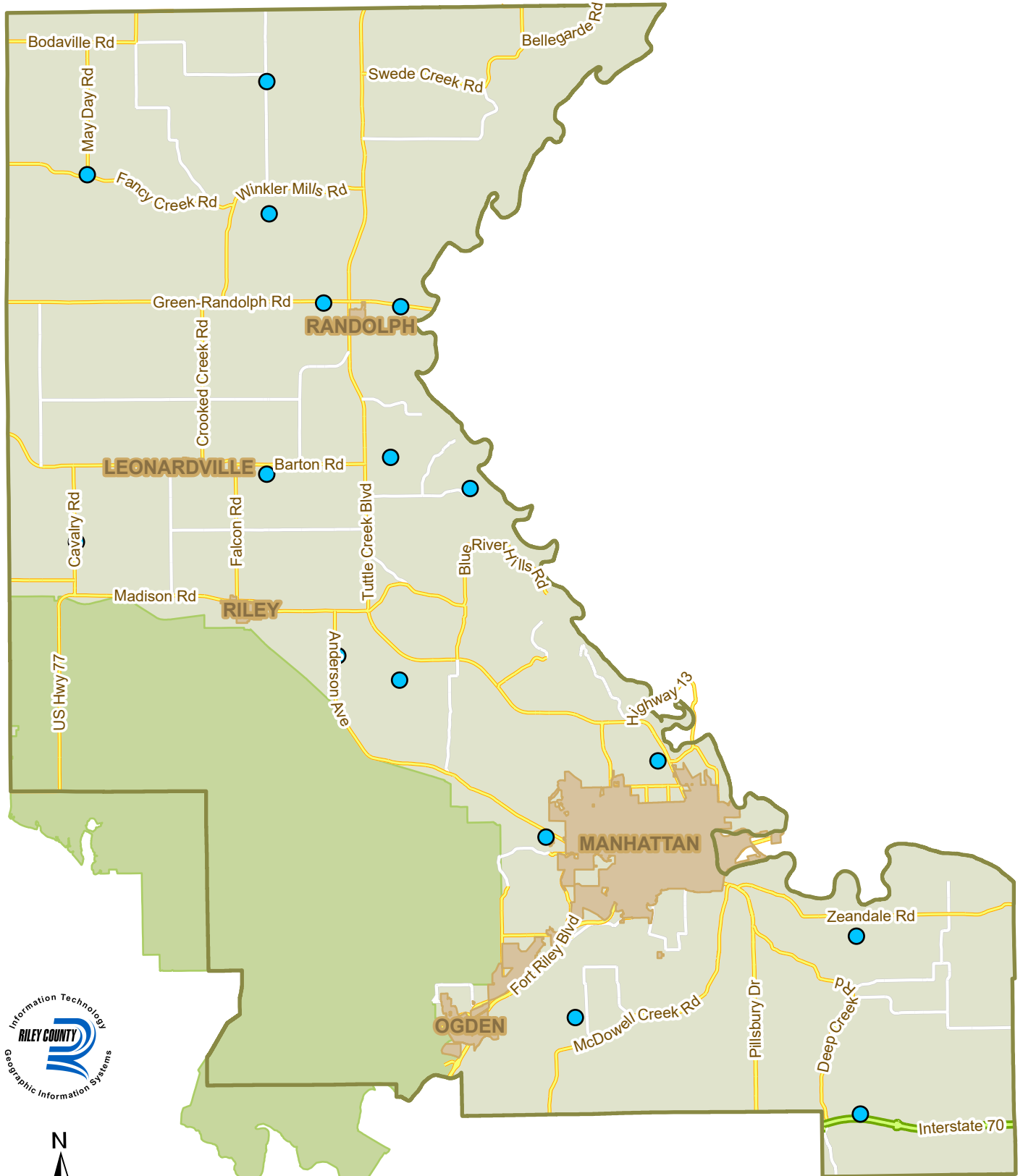
January 29, 2021

**PRIVATE WATER SUPPLY
WELL PERMITS
ISSUED IN 2020**

PERMIT #	PROPERTY ADDRESS	CITY
20-0016-OPWS	Parcel: 2120900000001010	
20-0018-OPWS	4557 S 33rd St	Manhattan
20-0028-OPWS	Parcel: 1121000000004010	
20-0038-OPWS	16950 Peach Grove Rd	Randolph
20-0050-OPWS	10595 Union Rd	Leonardville
20-0052-OPWS	2.621E+15	
20-0057-OPWS	1399 Rock Springs Ln	Manhattan
20-0110-OPWS	17947 May Day Rd	Green
20-0116-OPWS	2811 Purcell Rd	Manhattan
20-0138-OPWS	00000 S 33rd St	Manhattan
20-0155-OPWS	11630 Anderson Ave	Riley
20-0160-OPWS	Parcel: 0862300003001000 0862300003002000 0862300003005000	
20-0215-OPWS	2840 Mineral Springs Rd	Manhattan
20-0216-OPWS	8910 Cavalry Rd	Leonardville
20-0222-OPWS	20220 Peach Grove Rd	Randolph
20-0246-OPWS	5515 Silver Creek Rd	Manhattan
20-0255-OPWS	10221 Green-Randolph Rd	Randolph
20-0304-OPWS	Parcel: 0251600000001000	

Attachment: 2020 Annual Report (10593 : Staff Update)

Private Water Supply Well Permits Issued - 2020



January 29, 2021

Attachment: 2020 Annual Report (10593 : Staff Update)

SUMMARY OF ACTIONS DURING 2020

Manhattan Urban Area Planning Board, Riley County Planning Board, Board of County Commissioners and Board of Zoning Appeals

Type of Request	Total Requests Submitted	MUAPB				RCPB				BOCC				BZA			
		Approved	Denied	In Process	Withdrawn	Approved	Denied	In Process	Withdrawn	Approved	Denied	In Process	Withdrawn	Approved	Denied	In Process	Withdrawn
Regulation Amendment	1					1				1							
Planned Unit Development	2	1				1				2							
Rezoning	1					1				1							
Special Use	1					1				1							
Plat	10	1				8			1	9							
Replat	7	1				6				7							
Residential Use Designator	9					8			1								
Conditional Use	2													2			
Variance	1													1			
Zoning Appeal	0																
Total:	32																

ZONING APPEALS SUBMITTED IN 2020

PETITION #	PETITIONER	S-T-R	TOWNSHIP	APPEAL REQUEST	DATE AND DECISION OF MEETING
	No zoning appeals submitted.				

Attachment: 2020 Annual Report (10593 : Staff Update)

REGULATION AMENDMENTS SUBMITTED IN 2020

PETITION #	PETITIONER	REGULATIONS AFFECTED	CHANGE	DATES AND DECISIONS OF MEETINGS		
				RCPB	MUAPB	BOCC
20-0059	Riley County Planning & Development	Development Guidance System	Update the ISO rating as per July 1, 2020	11/09/2020 Approved	N/A	11/19/2020 Approved

Attachment: 2020 Annual Report (10593 : Staff Update)

REZONING REQUESTS SUBMITTED IN 2020

PETITION #	PETITIONER	S-T-R	ACRES	ZONING CHANGE	NAME OF SUBDIVISION	DATES AND DECISIONS OF MEETINGS	
20-0017	Board of Commissioners Riley County	28-10-9	147	Special Use	Receive a Special Use Authorization for the establishment, construction and operation of a training facility for the Riley County Police Department.	RCPB 04/13/2020 Tabled 05/11/2020 Approved	BOCC 05/28/2020 Approved
20-0037	The No Stone Unturned Foundation	25-9-7			Rezone an unplatted tract from "AG" (Agricultural District) to "C-PUD" (Commercial Planned Unit Development).	MUAPB 09/10/2020 Tabled MUAPB 09/21/2020 Approved	BOCC 10/08/2020 Approved
20-0052	Diane & Larry Hoobler	20-10-9	1.68		Rezone a portion of a vacated lot from "SF-5" (Single Family Residential) to "AG" (Agricultural District).	RCPB 11/09/2020 Approved	BOCC 11/30/2020 Approved
20-0064	Blecha Enterprises LLC	21 & 22-9-7			Rezone a tract of land from "AG" (Agricultural District) to "R-PUD" (Residential Planned Unit Development).	RCPB 12/14/2020 Approved	BOCC 01/04/2021 Approved

Attachment: 2020 Annual Report (10593 : Staff Update)

PLATS/REPLATS SUBMITTED IN 2020

PETITION #	PETITIONER	S-T-R	ACRES	# OF LOTS	NAME OF SUBDIVISION	DATES AND DECISIONS OF MEETINGS	
20-0002	Gus Shultz	36-6-6	6.6	1	Shultz Family Addition	RCPB 01/13/2020 Approved	BOCC 01/23/2020 Approved
20-0005	Esteban Rivera	14-6-4	15.3	1	Rivera Addition	RCPB 02/20/2020 Approved	BOCC 02/20/2020 Approved
20-0009	Dennis Blick	9-9-6	10	1	Stadel Addition	RCPB 03/09/2020 Approved	BOCC 03/19/2020 Approved
20-0014	Patrick Shannon Jr.	14-11-8	5.78	1	Shannon Subdivision	RCPB 04/13/2020 Approved	BOCC 04/27/2020 Approved
20-0016	LaRae Kraemer	22-8-5	10		Kraemer Addition	RCPB 04/13/2020 Withdrawn	
20-0024	William J. Freeborn	23-7-6	2.91		Bridge View Heights Unit Six	RCPB 06/8/2020 Approved	BOCC 06/18/2020 Approved
20-0029	Daniel & Lisa Knight	35-9-6		2	Silver Creek Farm Addition, Unit 3	RCPB 07/13/2020 Approved	BOCC 07/23/2020 Approved
20-0032	Michael North	31-6-5	3.7	1	North Addition	RCPB 08/10/2020 Approved	BOCC 08/20/2020 Approved
20-0042	Carl Hood	18-8-7	7.5	1	Golden Shores Addition, Unit 3	RCPB 9/14/2020 Approved	BOCC 9/24/2020 Approved

PLATS/REPLATS SUBMITTED IN 2020

PETITION #	PETITIONER	S-T-R	ACRES	# OF LOTS	NAME OF SUBDIVISION	DATES AND DECISIONS OF MEETINGS	
20-0045	Al Dieball	12-10-8	2.72	1	South Oaks Addition Unit Three	MUAPB 10/05/2020 Approved	BOCC 10/15/2020 Approved
20-0051	Jim Schmidt	29-10-7	3	1	Schmidt Acres	MUAPB 11/02/2020 Approved	BOCC 11/12/2020 Approved
20-0052	Larry & Diane Hoobler	20-10-9	5	1	Roesener Subdivision Unit Two	RCPB 11/9/2020 Approved	BOCC 11/30/2020 Approved
20-0053	Kim Luna	12-8-6	0.9	1	University Park, Unit 12	RCPB 11/9/2020 Approved	BOCC 11/19/2020 Approved
20-0060	Sharon Sherwood	15-10-7	5.7	1	Sherwood Addition	RCPB 1/4/2021 Approved	BOCC 1/14/2021
20-0061	Mark Bylkas & Dan Knight	35-9-6	13.7	2	Silver Creek Farm Addition, Unit 4	RCPB 12/14/2020 Approved	BOCC 12/28/2020 Approved
20-0062	Karla Buchanan	6-8-6	3.6	1	Erickson Addition	RCPB 12/14/2020 Approved	BOCC 12/28/2020 Approved
20-0064	Blecha Enterprises LLC	21 & 22-9-7	174.01	18	Preliminary Plat - Peterson Ranch Unit One	RCPB 12/14/2020 Approved	BOCC 01/04/2020 Approved

Attachment: 2020 Annual Report (10593 : Staff Update)

RESIDENTIAL USE DESIGNATOR REQUESTS SUBMITTED IN 2020

PETITION #	PETITIONER	S-T-R	ACRES	DESIGNATOR TYPE	NAME OF SUBDIVISION	DATES AND DECISIONS OF MEETINGS
20-0001	Rodney Dugan	27-6-5 28-6-5	22.03	Expand/enlarge an existing Extraneous Farmstead		RCPB 01/13/2020 Approved
20-0002	Gus Shultz	36-6-6	6.6	Extraneous Farmstead	Shultz Family Addition	RCPB 01/13/2020 Approved
20-0005	Esteban Rivera	14-6-4	15.3	Extraneous Farmstead	Rivera Addition	RCPB 02/10/2020 Approved
20-0009	Dennis Blick	9-9-6	10	Extraneous Farmstead	Stadel Addition	RCPB 03/09/2020 Approved
20-0014	Patrick Shannon Jr.	14-11-8	5.78	Extraneous Farmstead	Shannon Subdivision	RCPB 04/13/2020 Approved
20-0016	LaRae Kraemer	22-8-5	10	Extraneous Farmstead	Kraemer Addition	RCPB 04/13/2020 Withdrawn
20-0032	Michael North	31-6-5	3.7	Extraneous Farmstead	North Addition	RCPB 08/10/2020 Approved
20-0051	Jim Schmidt	29-10-7	3	Extraneous Farmstead	Schmidt Acres	MUAPB 11/02/2020 Approved

Attachment: 2020 Annual Report (10593 : Staff Update)

RESIDENTIAL USE DESIGNATOR REQUESTS SUBMITTED IN 2020

PETITION #	PETITIONER	S-T-R	ACRES	DESIGNATOR TYPE	NAME OF SUBDIVISION	DATES AND DECISIONS OF MEETINGS
20-0060	Sharon Sherwood	15-10-7	5.7	Extraneous Farmstead	Sherwood Addition	MUAPB 1/4/2021 Approved
20-0062	Karla Buchanan	6-8-6	3.6	Extraneous Farmstead	Erickson Addition	RCPB 12/14/2020 Approved

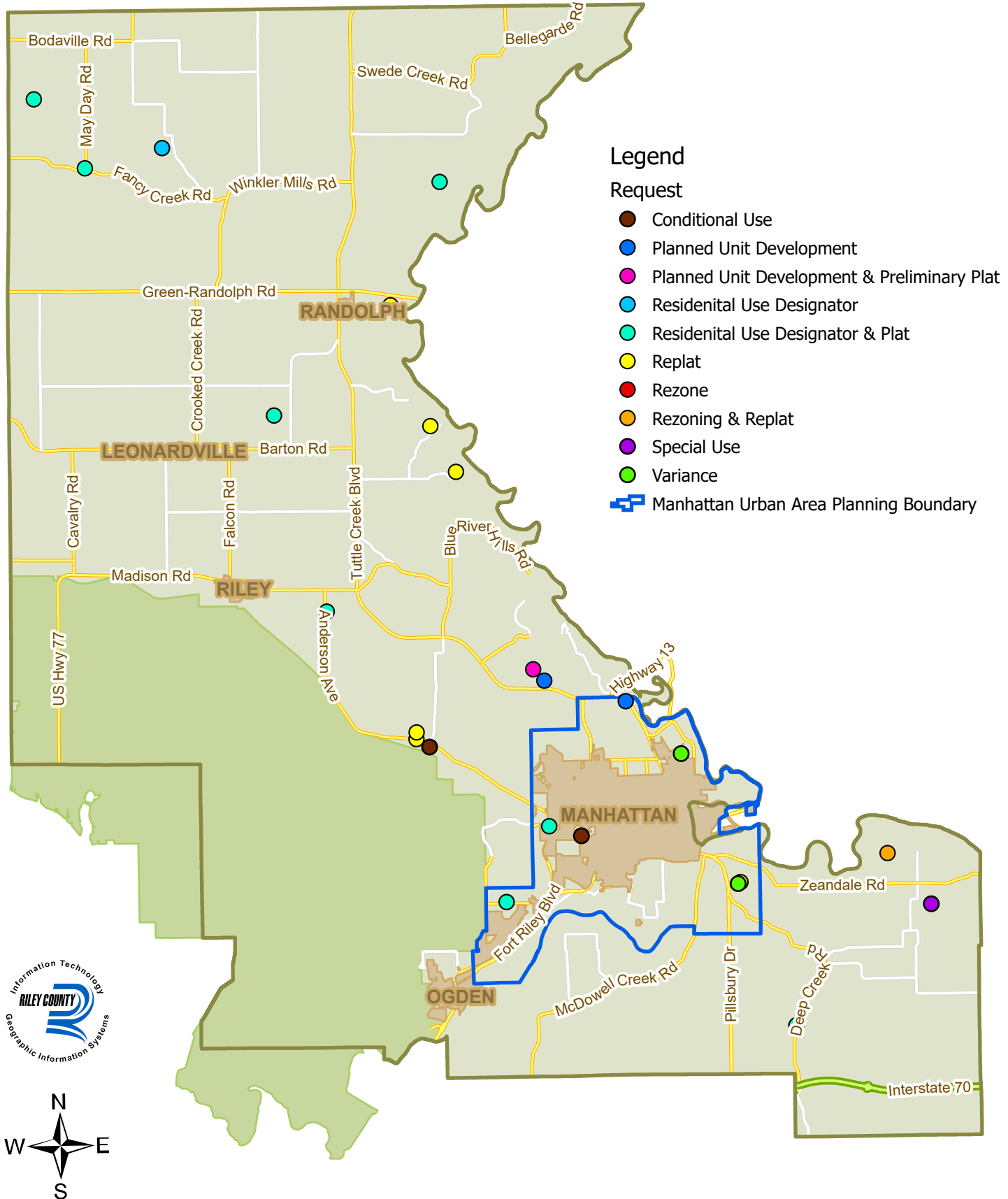
Attachment: 2020 Annual Report (10593 : Staff Update)

CONDITIONAL USES/VARIANCES SUBMITTED IN 2020

PETITION #	PETITIONER	S-T-R	VARIANCE/ CONDITIONAL USE	REQUEST	DATE AND DECISION OF MEETING
20-0003	KanGolf Inc. DBA Wildcat Fitness & Fun	14-10-7 15-10-7	Conditional Use	Amend the boundaries of an existing Conditional Use (Pet. #93-06) for an outdoor recreational facility/golf course	BZA 02/10/2020 Approved
20-0039	Omar Ochoa	23-9-8	Variance	Variance to reduce the side yard building setback along the south property line from 7.5 feet to 2.5 feet.	BZA 09/14/2020 Approved
20-0056	Twin Valley Communications	36-9-6	Conditional Use	Conditional Use Authorization to allow an 85-foot self-supporting internet communications tower.	BZA 11/09/2020 Approved

Attachment: 2020 Annual Report (10593 : Staff Update)

Applications Submitted - 2020



Attachment: 2020 Annual Report (10593 : Staff Update)

January 29, 2021

AGRICULTURAL EXEMPTIONS IN 2020

REQUEST #	APPLICANT	PROPERTY OWNER	S-T-R	ACRES	AGRICULTURAL EXEMPTION	DATE APPROVED/ DENIED
20-0015	Josh & Misty Williams	Carl Senn	15-9-6	21.4	Agricultural Exemption for a Residence, with or without Subdivision	Preliminary Approval 03/03/2020 Final Approval 10/22/2020
20-0019	Cody & Kelly Martin	Paul & Shirley Ehm Trust	10-11-7	80	Agricultural Exemption for a Residence, with or without Subdivision	Preliminary Approval 03/12/2020 Final Approval 04/23/2020
20-0020	Richard & Tammy Hageman	Richard & Tammy Hageman	13-8-5	80	Agricultural Exemption for a Residence, with or without Subdivision	Final Approval 03/23/2020
20-0021	Greg & Teresa LLC	Andrea & Hugo DeJesus	19-10-8	.25	Agricultural Exemption for a Residence, with or without Subdivision	Preliminary Approval 03/26/2020 Final Approval 04/14/2020
20-0023	Gerod Glanzer	Chad & Beth Glanzer	21-6-5	10	Agricultural Exemption for Subdivision (tracts less then 20 acres) without a Residence	Preliminary Approval 04/22/2020 Final Approval 08/27/2020
20-0025	Carl Hood	Paul & Shirley Ehm Trust	10-11-7	40	Agricultural Exemption for a Residence, with or without Subdivision	Preliminary Approval 05/04/2020 Withdrawn 07/17/2020
20-0030	Lester & Ruth Hallman	Lester & Ruth Hallman	36-8-5	135	Agricultural Exemption for a Residence, with or without Subdivision	Final Approval 07/27/2020
20-0035	Brad Williams	Brad & Michelle Williams	21-9-7	71.65	Agricultural Exemption for a Residence, with or without Subdivision	Final Approval 7/28/2020

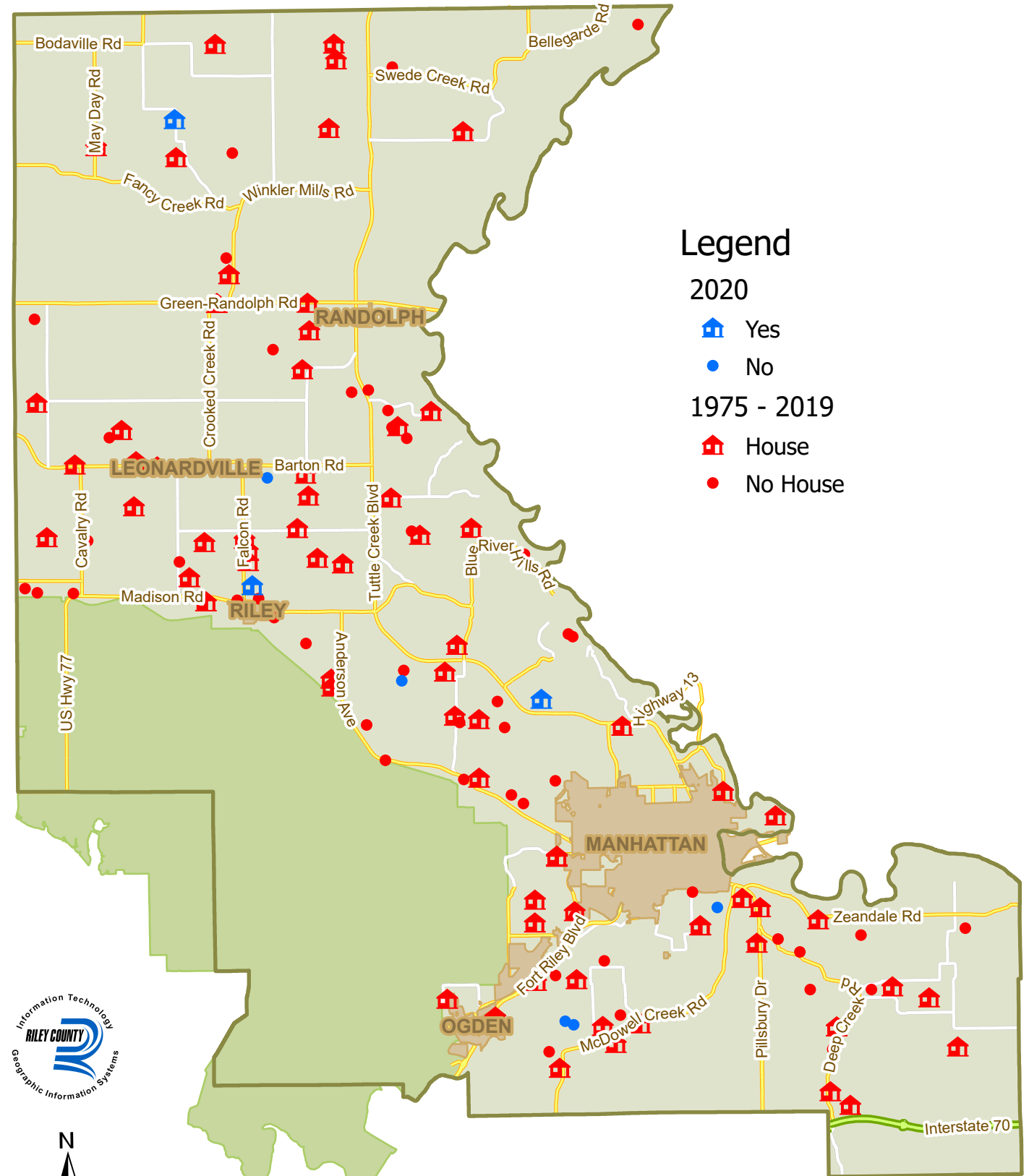
Attachment: 2020 Annual Report (10593 : Staff Update)

AGRICULTURAL EXEMPTIONS IN 2020

REQUEST #	APPLICANT	PROPERTY OWNER	S-T-R	ACRES	AGRICULTURAL EXEMPTION	DATE APPROVED/ DENIED
20-0042	Jarrod Willich	FWJW Properties LLC	16-9-7	35	Agricultural Exemption for a Residence, with or without Subdivision	Preliminary Approval 09/04/2020 Final Approval To be determined

Attachment: 2020 Annual Report (10593 : Staff Update)

Agricultural Exemptions Granted 1975 - 2020



January 29, 2021

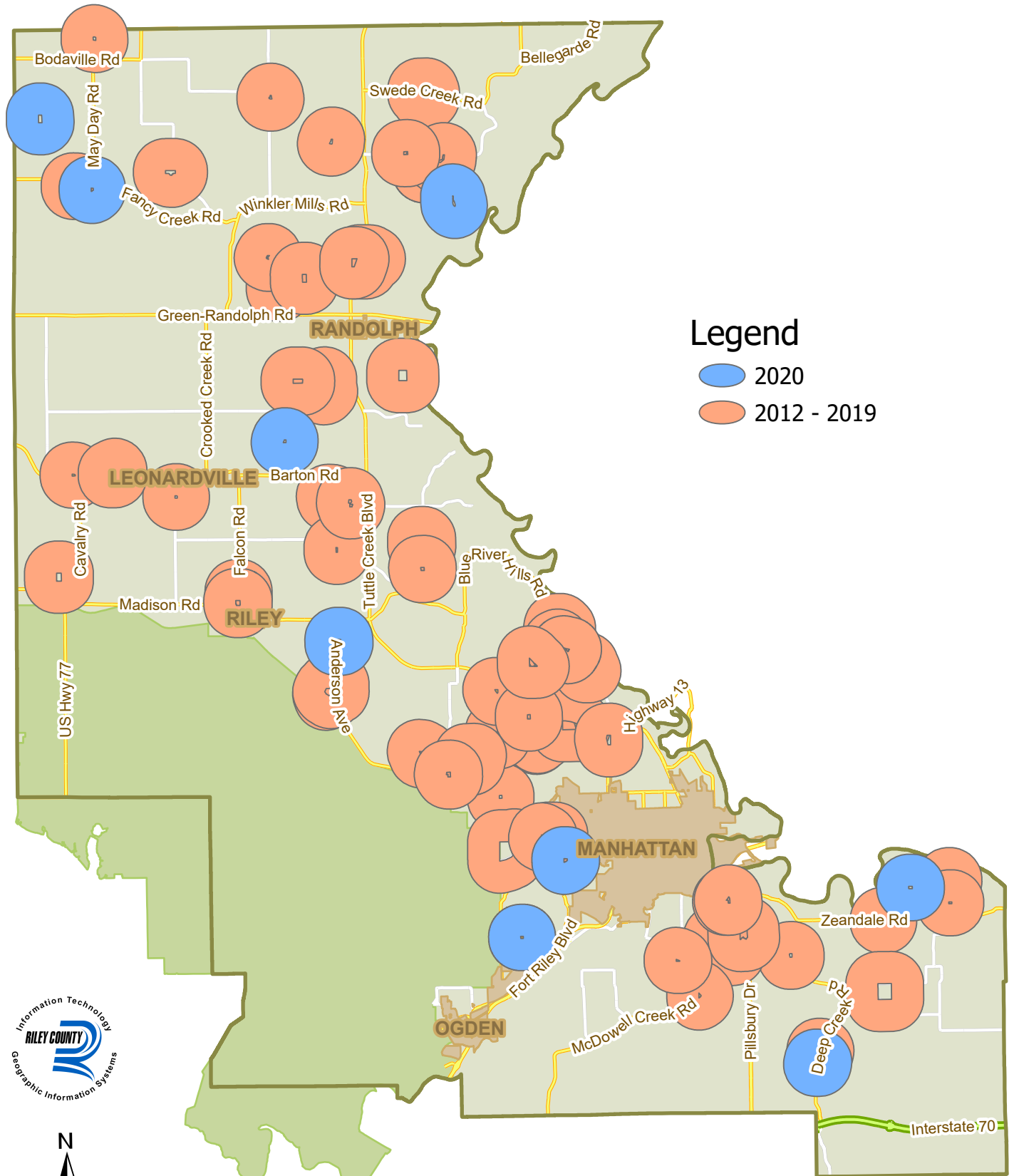
Attachment: 2020 Annual Report (10593 : Staff Update)

AGRICULTURAL PROTECTION EASEMENTS FILED IN 2020

PETITION/ REQUEST #	PETITIONER/APPLICANT	REZONING OR RESIDENTIAL USE DESIGNATOR/REZONING	DATE APPROVED	S-T-R	DATED FILED	BOOK/PAGE
20-0002	Gus Shultz	Residential Use Designator Extraneous Farmstead	01/13/2020	36-6-6	2/21/2020	879/3344
20-0005	Esteban Rivera	Residential Use Designator Extraneous Farmstead	02/10/2020	14-6-4	3/12/2020	879/5331
20-0009	Dennis Blick	Residential Use Designator Extraneous Farmstead	03/09/2020	9-9-6	3/23/2020	879/6030
20-0014	Patrick Shannon	Residential Use Designator Extraneous Farmstead	04/13/2020	14-11-8	5/18/2020	880/2615
20-0032	Michael North	Residential Use Designator Extraneous Farmstead	08/10/2020	31-6-5	8/25/2020	881/8108
20-0051	Jim Schmidt	Residential Use Designator Extraneous Farmstead	11/02/2020	29-10-7	1/25/2021	883/7397
20-0052	Larry & Diane Hoobler	Residential Use Designator Extraneous Farmstead	11/30/2020	15-10-7	1/15/2021	884/37
20-0060	Sharon Sherwood	Residential Use Designator Extraneous Farmstead	1/4/2021	15-10-7		
20-0062	Karla Buchanan	Residential Use Designator Extraneous Farmstead	12/14/2020	6/8/2006	1/22/2021	883/8262

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Agricultural Protection Easements 2012 - 2020



January 29, 2021

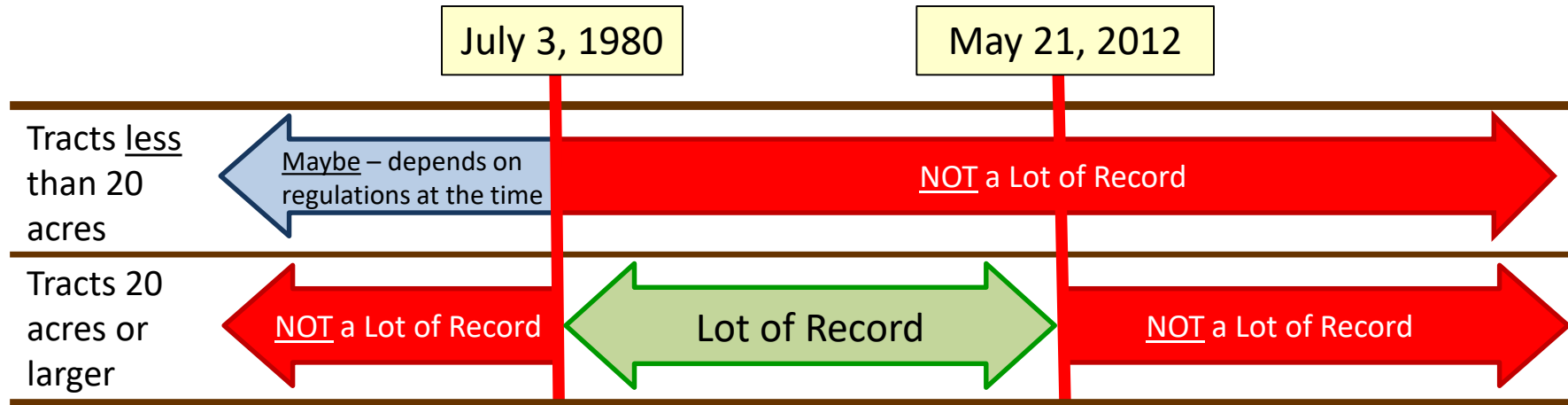
Attachment: 2020 Annual Report (10593 : Staff Update)

2020 LOT OF RECORD DETERMINATIONS

REQUEST #	APPLICANT	PROPERTY OWNER	S-T-R	ACRES	LOT OF RECORD DETERMINATION	DETERMINATION DATE
20-0010	Brian Weber	Mesa Vista LLC	22-11-8	301	IS a Lot of Record	02/10/2020
20-0013	Dale D Fasse	Dale D Fasse	10-8-6	115.31	IS a Lot of Record	02/18/2020
20-0018	Tyler Hageman	Richard & Tammy Hageman	13-8-5	80	IS NOT a Lot of Record	03/12/2020
20-0028	Lester & Ruth Hallman	Lester & Ruth Hallman	36-8-5	135	IS NOT a Lot of Record	05/29/2020
20-0031	Adam Retallick & Jamie Henningson	Adam Retallick & Jamie Henningson	17-10-7	99	IS a Lot of Record	06/22/2020
20-0040	Morgan Powell	Morgan Powell	31-9-8	18.43	IS a Lot of Record	08/03/2020
20-0047	Jackie Tobler	Dale & Rose Meyer, Jackie Tobler, Jason Heikes & Tamara Vieres	12-9-5	116.23	IS a Lot of Record	08/27/2020

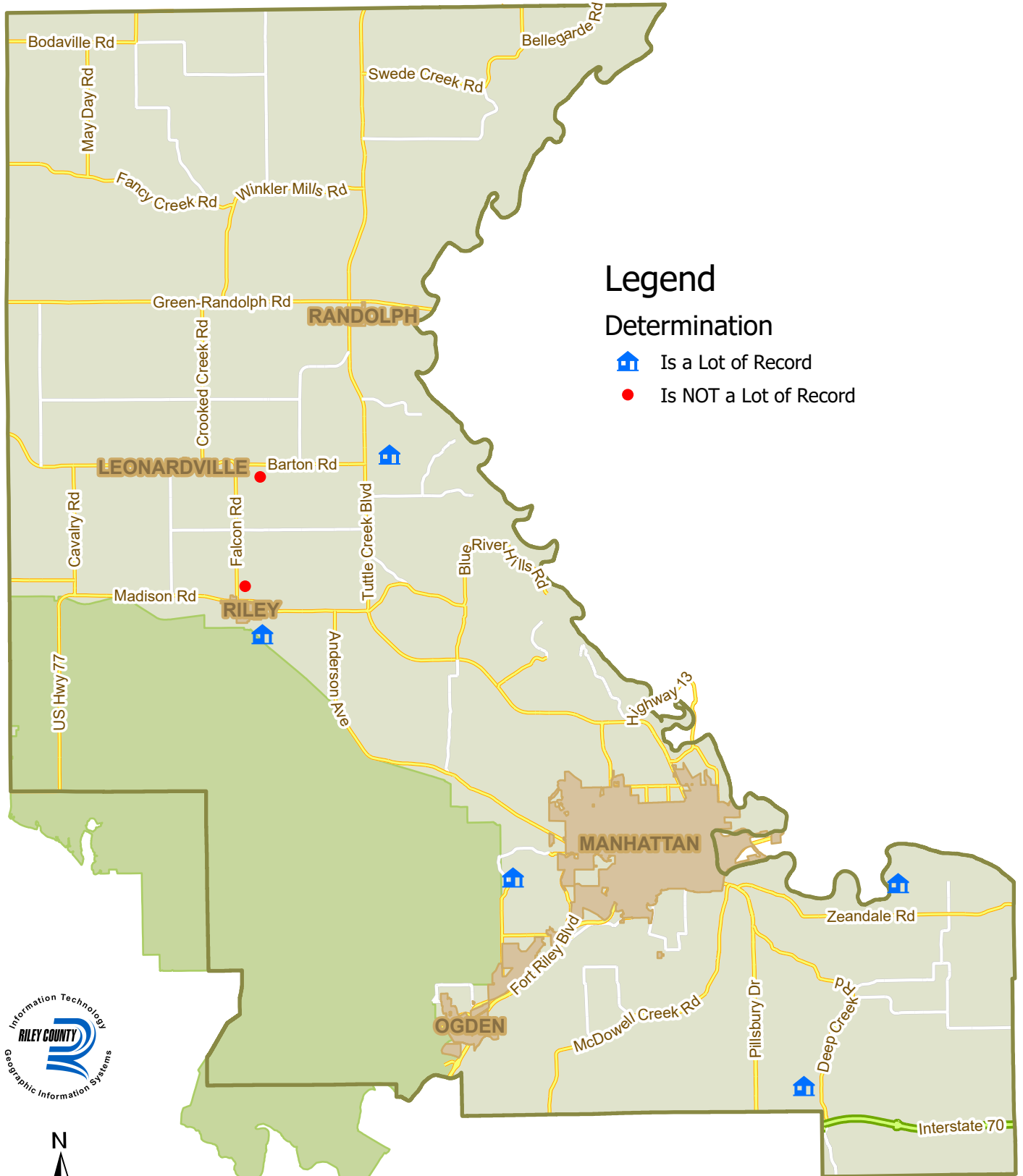
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Determining Lot of Record



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Lot of Record Determinations - 2020

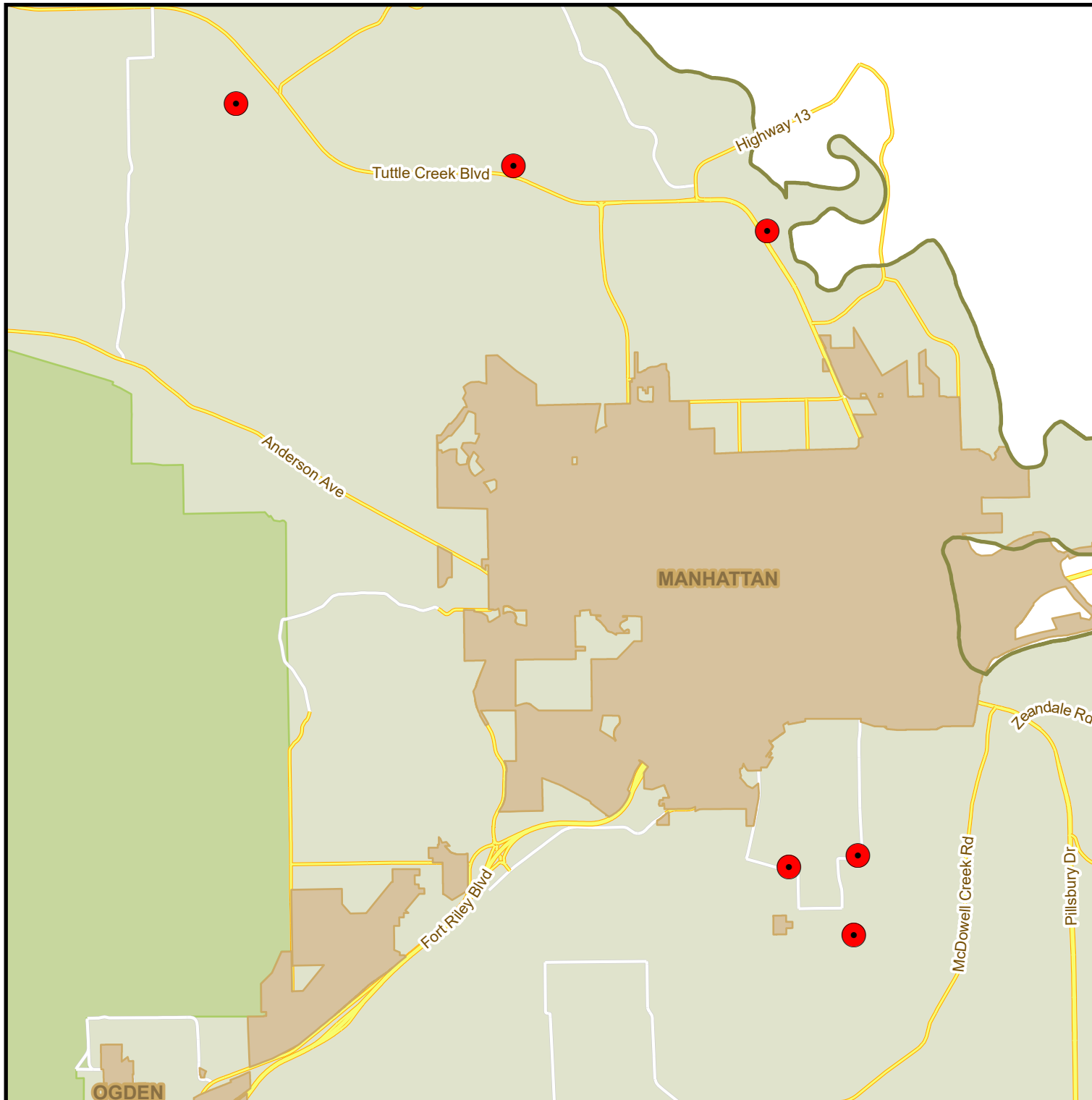


January 29, 2021

Attachment: 2020 Annual Report (10593 : Staff Update)

MOBILE HOME PARKS LICENSED FOR 2020

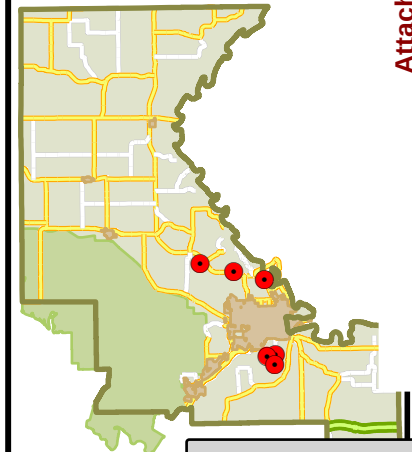
NAME OF PARK	PARK ADDRESS	S-T-R	ZONING	OWNER	MANAGER	# OF SPACES
Sedalia	6320 N 52nd St	18-9-7	AG	Sherri Engle & Terry Umscheid-McAfee	Sherri Engle	5
Tuttle Terrace	6030 Tuttle Terrace	22-9-7	B-3	Daniel Wild	Connie Rogers	36
Riverchase	4440 Tuttle Creek Blvd	25-9-7	R-PUD	Riverchase LLC	Stacy Wedel-Bryant	162
Northcrest I	1726 S Manhattan Ave	30-10-8	B-3	Roger Nauerth	Rodney Dembkowski	12
TDJ Stables	1821 Priboth Rd	31-10-8	AG	J J and Susan Jones	J J and Susan Jones	5
O'Callaghan's Place	2750 Moehlman Rd	25-10-7	AG	Carlos Aviles	Carlos Aviles	8



MOBILE HOME PARK LICENSES 2020



VICINITY



EXCAVATION LICENSES ISSUED IN 2020

PROPERTY ADDRESS	OWNER	CONTRACTOR	S-T-R	TOWNSHIP	ZONING	TYPE	SIZE
1330 Temple Lane	Greg & Theresa LLC	Greg & Theresa LLC	19-10-8	Manhattan	AG CU	Borrow Pit	>5 acres
McDowell Creek Rd	Tri-Lake Dist LLC	Hartford Sand & Gravel	30-10-8	Manhattan	AG CU	Borrow Pit	>5 acres
Temple Lane	ANNA Limited Partnership	Larson Construction	19-10-8	Manhattan	AG	Borrow Pit	1-5 acres

Excavation Licenses - 2020



January 29, 2021

Attachment: 2020 Annual Report (10593 : Staff Update)

2020 LICENSED PRIVATE WASTEWATER DISPOSAL SYSTEM INSTALLERS

BUSINESS NAME	PROFILE HOLE	SEWER TAP	STANDARD WASTEWATER SYSTEM INSTALLATION	WASTEWATER STABILIZATION POND	WASTEWATER SYSTEM REPAIR	ALTERNATIVE WASTEWATER SYSTEM INSTALLATION	ALTERNATIVE SYSTEM MAINTENANCE & INSPECTION
BAM Excavation & Trucking LLC	X	X	X	X	X	X	X
Brenner's Excavation LLC	X	X	X	X	X	X	X
Cat Cans Portable Services, LLC	X		X	X	X	X	X
CL Backhoe Service LLC	X		X	X	X	X	
Frankfort Port Potty Inc DBA Purple Portables							X
Gideon Excavating Inc	X			X			
Harris Dirt Work			X	X		X	
J & G Plumbing, Heating & AC	X	X	X		X		
Jay White Excavating Inc				X			
Johnson Excavation	X	X	X	X	X		
Josh Connet Excavation LLC	X	X	X	X	X		
Larson Construction Inc	X	X	X		X		
Lee Plumbing Heating & AC			X				
Leonard Backhoe Service Inc	X	X	X	X	X	X	
Mid-American Water & Plumbing		X	X				
Midwest Concrete Materials	X	X	X	X			
Tim's Backhoe Service Inc	X		X	X			X
Thunder Pump & Plumbing LLC	X		X	X	X		
Wamego Recycling	X	X	X	X	X		

Attachment: 2020 Annual Report (10593 : Staff Update)

2020 LICENSED SEPTAGE HAULERS

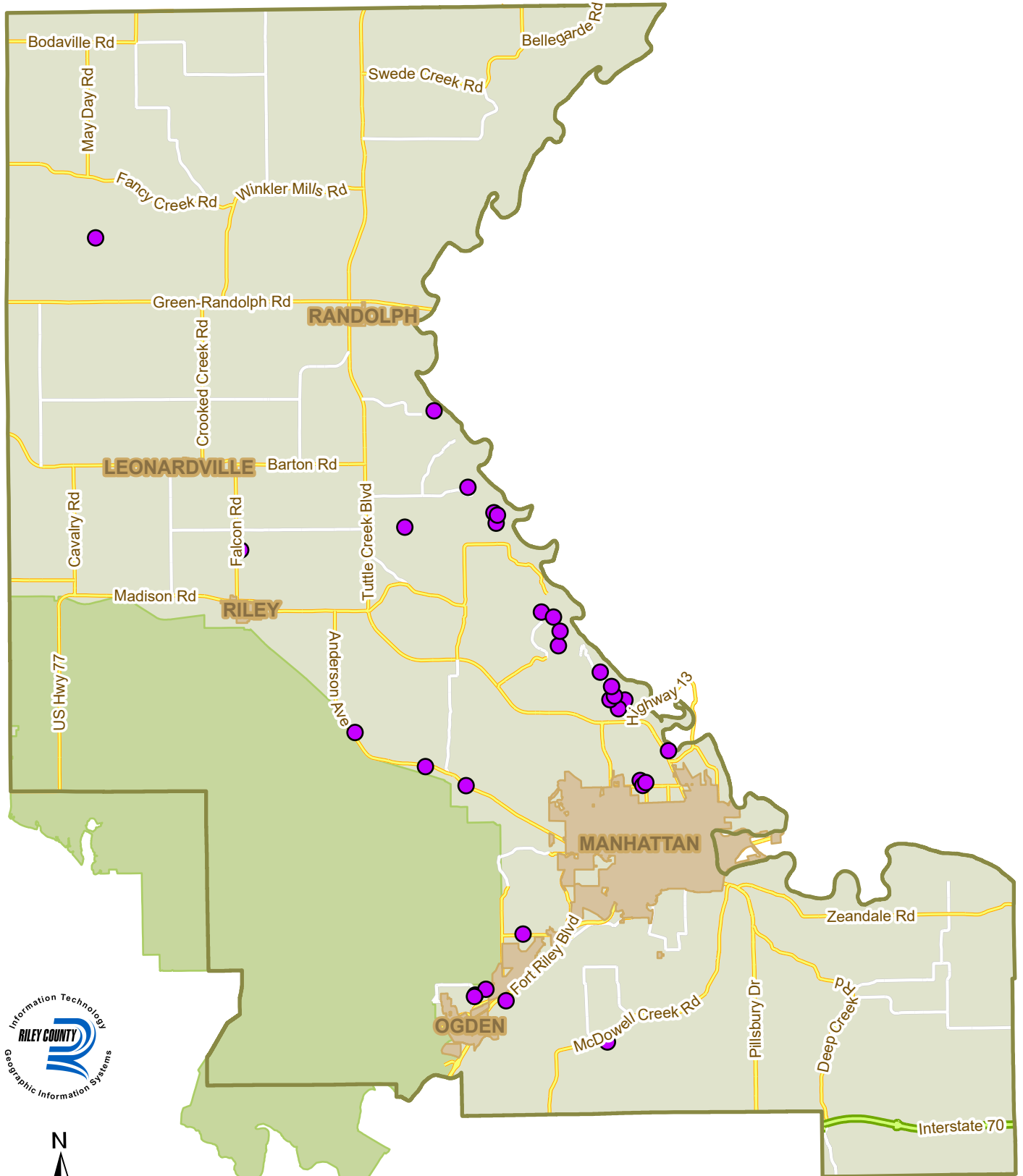
BUSINESS NAME
A-1 Rental Inc
Cat Cans Portable Services of Manhattan, LLC
Purple Portables and Septic Pumping

2020 ENVIRONMENTAL SYSTEM EVALUATIONS

PERMIT #	PROPERTY ADDRESS	CITY
20-0009-OENV	5500 Eureka Dr	Manhattan
20-0012-OENV	2820 W 61st Ave	Manhattan
20-0023-OENV	15757 Seven Springs Rd	Leonardville
20-0027-OENV	2500 Rogers Blvd	Manhattan
20-0035-OENV	2909 College Ave	Manhattan
20-0039-OENV	9770 Anderson Ave	Riley
20-0068-OENV	12012 Lakeshore Ln	Randolph
20-0078-OENV	6863 Anderson Ave	Manhattan
20-0088-OENV	4465 Harbour Hills Dr	Manhattan
20-0091-OENV	2902 Lakewood Dr	Manhattan
20-0098-OENV	3031 Freeman Cir	Manhattan
20-0106-OENV	3612 Rocky Ford Ave	Manhattan
20-0109-OENV	9510 Blue Ridge Rd	Manhattan
20-0120-OENV	3237 Germann Dr	Manhattan
20-0123-OENV	6623 Leedy Ln	Manhattan
20-0126-OENV	5008 Canyon Rd	Manhattan
20-0131-OENV	6580 Harbour Haven Dr	Manhattan
20-0135-OENV	2790 Maplewood Cir	Manhattan
20-0140-OENV	5925 Sharm Dr	Manhattan
20-0157-OENV	2416 Marlatt Ave	Manhattan
20-0164-OENV	4910 Lake Land Rd	Manhattan
20-0168-OENV	7715 Anderson Ave	Manhattan
20-0179-OENV	2633 Elmwood Ct	Manhattan
20-0186-OENV	8230 Fairview Church Rd	Manhattan
20-0195-OENV	2626 Elmwood Ct	Manhattan
20-0218-OENV	8700 Falcon Rd	Riley
20-0225-OENV	7078 Mill Cove Dr	Manhattan
20-0229-OENV	5600 High Meadow Dr	Manhattan
20-0230-OENV	9527 Lakeshore Dr	Manhattan
20-0234-OENV	5130 McDowell Creek Rd A	Manhattan
20-0270-OENV	3203 Driftwood Dr	Manhattan

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Environmental Systems Evaluation - 2020



January 29, 2021

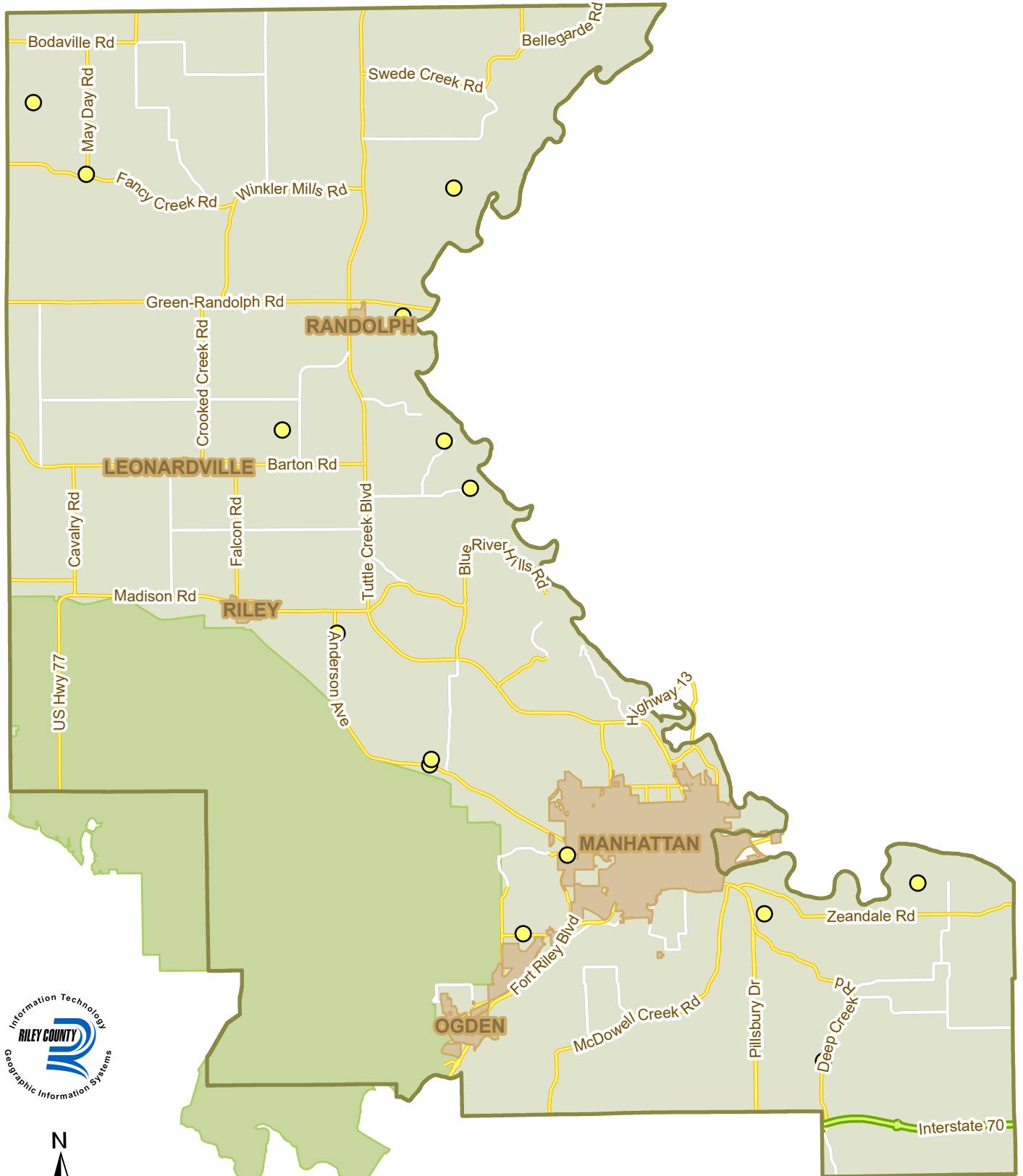
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**2020
UTILITIES REVIEW
FOR NEW SUBDIVISIONS**

SUBDIVISION/PUD/RUD
Schultz Family Addition
Rivera Addition
Stadel Addition
North Addition
Shannon Subdivision
Bridge View Heights, Unit Six
Silver Creek Farm Addition, Unit Three
Golden Shores Addition, Unit Two
South Oaks Addition, Unit Three
Schmidt Acres
Roesener Subdivision, Unit Two
University Park Unit 12
Sherwood Addition
Silver Creek Farm Addition, Unit 4
Erickson Addition

Attachment: 2020 Annual Report (10593 : Staff Update)

Utilities Review - 2020



Attachment: 2020 Annual Report (10593 : Staff Update)

January 29, 2021

ENVIRONMENTAL HEALTH SUMMARY

PERMITS	2019	2020
Soil Profile Analysis	27	37
Wastewater Disposal System	16	16
Repair Wastewater System - Minor	25	28
Repair Wastewater System - Major	56	47
Private Water Supply Well	16	18
Environmental Site Evaluation (ESE)	30	31
Mobile Home Park Environmental Evaluation	1	1
PERMIT TOTALS	171	178
LICENSES		
Private Wastewater Disposal System Installer	18	19
Alternative Private Wastewater Disposal System Installer/Maintenance	5	8
Septage Hauler	3	3
LICENSE TOTALS	26	30
INSPECTIONS		
Inspection - Alternative Private Wastewater Disposal System	59	117
Inspection - Schools	34	32
Inspection - Child Care Facility	3	2
INSPECTION TOTALS	96	151
PRIVATE WELL WATER TESTING		
Private Water Well (coliform screen, hardness, nitrates, iron, total alkalinity, chloride, fluoride, pH and sulfate)	402	
Coliform - (Riley Co - 63) (Out of County - 60)		123
Nitrate - (Riley Co - 41) (Out of County - 56)		97
Iron - (Riley Co - 21) (Out of County - 4)		25
Alkalinity - (Riley Co - 17) (Out of County - 1)		18
Chloride - (Riley Co - 12) (Out of County - 4)		16
Fluoride - (Riley Co - 2) (Out of County - 0)		2
Sulfate - (Riley Co - 23) (Out of County - 5)		28
pH - (Riley Co - 15) (Out of County - 3)		18
Hardness - (Riley Co - 15) (Out of County - 6)		21
Water Testing Totals		348
OTHER		
Septage Pumping Reports	265	407
Utilities Review for New Subdivisions	13	17

Attachment: 2020 Annual Report (10593 : Staff Update)

2020 ENFORCEMENT SUMMARY

PROPERTY MAINTENANCE CODE

Type of Action	Total
No violation found	2
Notification Letter	1
Notice and Order to Abate	1
Request to Prosecute	
Abated	2
Dismissed	
Still in Progress	
Type of Violation	
Refrigerators	
By Complaint	1
By Staff	
Structure Unfit for Human Occupancy	
By Complaint	1
By Staff	

SANITARY CODE

Type of Action	
No violation found	4
Notification Letter	2
Notice of Violation	2
Emergency Order	1
Request to Prosecute	
Abated	3
Still in Progress	2
Type of Violation	
Use of Non-approved Private Systems	
By Complaint	
By Staff	1
Proper Maintenance and Operation	
By Complaint	
By Staff	2
Additional Maintenance Requirements for Septic Tanks	
By Complaint	
By Staff (5002 Vista Acres - Still in Progress)	1
Licensed Required	
By Complaint	
By Staff	1

2020 ENFORCEMENT SUMMARY

ZONING REGULATIONS

Type of Action	Total
No violation found	9
Verbal	8
Notification Letter	40
Notice of Violation	6
Final Notice of Violation	0
Request to Prosecute	1
Abated	45
Still in Progress	12
Type of Violation	
Building without a permit	13
By Complaint	10
By Staff	3
Dumping	2
By Complaint	2
By Staff	0
Living in recreational vehicle	1
By Complaint	0
By Staff	1
Mobile Home Park	1
By Complaint	1
By Staff	0
Salvage Operation and Vehicle Repair in Commercial Zone	16
By Complaint	13
By Staff	3
Non-compliance with Permit to Build	1
By Complaint	0
By Staff	1
Unregisterd/Inoperable Vehicles	7
By Complaint	7
By Staff	0
Sign	2
By Complaint	1
By Staff	1
Floodplain Regulations	5
By Complaint	5
By Staff	0
Operating Kennel without a Condititonal Use Authorization	1
By Complaint	1
By Staff	0
Non-compliance of Zoning District Parking	1
By Complaint	1
By Staff	0



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: March 4, 2021

SUBJECT: RCHD request to fill Child Care Licensing Surveyor position

PRESENTER: Julie Gibbs

BACKGROUND

The Child Care Licensing Surveyor position was recently made vacant because of incumbent resignation, and we need to fill this position as soon as possible.

This position is full time and is fully funded through Aid to Local package. CCL services 5 counties; Riley, Pottawatomie, Geary, Clay and Dickinson.

This position is vital to the health department and the community.

FISCAL IMPACT

None! ;)

RECOMMENDATION(S)

I recommend the BOCC approve to fill this position.

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:

- 2021-02 Child Care Licensing Surveyor I - Lare (gold) (PDF)

RILEY COUNTY POSITION ACTION FORM

Department Health Department Date 2/22/21 Job Title Child Care Licensing Surveyor I

☒ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>L</u>	Start Date <u>ASAP</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	Hours per ☒ Week ☐ Month	End Date	☐ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box – attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Tarica Lare</u>	2. Effective date of promotion, transfer, termination, or change: <u>2/26/2021</u>	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold"? ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? incumbent resignation

2. Is it possible to fill this position internally? If no, why not? will advertise internally for 2 weeks, then open externally if needed

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:

Additional comments:

Approval by:

Department Head:

Date:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member: