



**Board of Riley County
Commissioners
Regular Meeting
Agenda
March 07, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. 4th Floor Renovation Contract
4. Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Lori Vilkanskas of Back 9 Realty
5. Highway Use Permit, Wildcat Services Inc.
6. Advisory Board appointment letters and Resolution
7. Approve payroll/accounts payables (when completed)

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Feb 29, 2024 8:30 AM

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:00 AM

Elizabeth Ward, Human Resources Director

11. Human Resources Monthly Update

9:15 AM

Michael Boller, Noxious Weed Director

12. Staff Update
13. Action Item Annual Management Plan
14. Annual Noxious Weed Report

- 9:30 AM Anna Burson, Appraiser**
15. March 7th Staff Update
- 9:45 AM Brittany Phillips, Budget and Finance Officer**
16. 2025 Budget Calendar and Baseline
- 10:00 AM Amanda Webb, Planning/Special Projects Director**
17. Planning & Development - Staff Update
- 10:15 AM Clancy Holeman, Counselor/Director of Administrative Services**
18. Administrative Work Session
19. Senate Bill No. 162 Hearing in House Committee on Local Government
- 10:30 AM Ron Fehr, Manhattan City Manager**
20. General update City of Manhattan
- 11:00 AM Julie Gibbs, Health Department Director**
21. Substance Misuse Task Force 2024 Recommendations
22. RCHD Monthly Update
23. MCH Update
24. New CDC Covid Guidance

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, PE, Public Works Director
MEETING: March 7, 2024
SUBJECT: 4th Floor Renovation Contract
PRESENTER: John Ellermann

BACKGROUND

Board approved renovation to the 4th Floor of the Court House Plaza East for the relocation of the elections office. Baker McMillan Architects are the architects for the project and Icon Structure was selected to be the contractor.

DISCUSSION

Discussion around the contract for Icon Structures to perform the renovation of the 4th floor of the CPE. Icon Structures was the low bid with a base bid of \$438,000. Alternative #1 was approved for an upgrade to the HVAC controls for \$19,500. Total bid price for the renovations is \$457,500.

FISCAL IMPACT

Fiscal impact of the contract is \$457,500 from CIP.

RECOMMENDATION(S)

Staff recommends approval of the contract for Icon Structures.

POSSIBLE MOTION(S)

Move to approve the contract with Icon Structures for \$457,500 for the renovations to the 4th Floor of the Court House Plaza East.

Move to deny the contract with Icon Structures for \$457,500 for the renovations to the 4th Floor of the Court House Plaza East.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Riley County 4th Flr Renovation - Icon Executed (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this **Seventh (7th)** day of March, 2024, 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 **Icon Structures, 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:

4th Floor Plaza East Building

Riley County Elections Office Renovation

115 North 4th Street Manhattan, KS 66502

in accordance with the drawings, specifications, and other contract documents prepared by Baker McMillan Architects, P.A., 555 Poyntz Avenue, Suite 295, Manhattan, KS 66502 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:

Attachment: Riley County 4th Flr Renovation - Icon Executed (14560 : 4th Floor CPE Renovation)

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

b. Addenda to contract documents as follow:

Addendum No.	Dated
<u>1</u>	<u>02/12/24</u>
<u>2</u>	<u>02/19/24</u>
<u>3</u>	<u>02/21/24</u>

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.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.

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 **One Hundred and Five (105) calendar days, and no later than June 23, 2024** 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 Baker McMillan Architects, P.A. as a duly authorized agent to perform the duties of the Architect as the duly authorized representative of the Owner. The Architect 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 Architect 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 Architect'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 Architect 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 Architect 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 Architect.
- 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 **Four Hundred and Fifty-Seven Thousand Five Hundred Dollars (\$457,500.00)**.

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 Architect.

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

CONTRACTOR

John Ford, Chair

By

COO

Title

212 S. 4th St.

Address Manhattan, KS 66502

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment: Riley County 4th Flr Renovation - Icon Executed (14560 : 4th Floor CPE Renovation)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

that the Contractor _____ of
 _____, as principal, and as surety _____
 a corporation authorized under the laws of the State of _____
 with general offices in _____
 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 _____
 _____ **(\$XXXX.XX)** 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 the
4th Floor Plaza East Building

Riley County Elections Office Renovation

115 North 4th Street Manhattan, KS 66502

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

Attachment: Riley County 4th Flr Renovation - Icon Executed (14560 : 4th Floor CPE Renovation)

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 or 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.

Contractor

Principal

Surety

Attorney-in-fact

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

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 _____, as principal, and as surety _____
 _____ a corporation authorized under the laws of the State of
 _____ with general offices in _____ 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
 _____ **(\$XXX.XX)** 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

4th Floor Plaza East Building

Riley County Elections Office Renovation

115 North 4th Street Manhattan, KS 66502

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.

Attachment: Riley County 4th Flr Renovation - Icon Executed (14560 : 4th Floor CPE Renovation)

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.

Contractor

Principal

Surety

Attorney-in-fact

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.

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Icon Structures, 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 March 7th, 2024.

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.

Contractor**County**

Icon Structures, Inc.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____

Name: *Marcin Stanko, COO*

By: _____

John Ford, Chair

3/9/2024

Date

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____

Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Riley County 4th Flr Renovation - Icon Executed (14560 : 4th Floor CPE Renovation)



COUNTY APPRAISER'S OFFICE
Agreement

Anna Burson
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

COMMISSION AGENDA REPORT

FROM: Lisa McAdams

MEETING: March 7, 2024

SUBJECT: Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Lori Vilkanaskas of Back 9 Realty

PRESENTER: Anna Burson

POSSIBLE MOTION(S)

Move to approve Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Lori Vilkanaskas of Back 9 Realty

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Back 9 Realty (PDF)

RECEIVED

FEB 23 2024

RILEY COUNTY
APPRAISERSREAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT

This Real Estate Sales Data Search Service Agreement is made and entered into this 23 day of February, 2024 by and between Riley County, Kansas, a municipal government under the laws of the State of Kansas, by and through the County ("County"), the County Appraiser ("Appraiser") and Lori Vilkanskas with its principal offices located at Back Nine Realty ("Member").

3417 Vanesta Dr. Manhattan, KS 66503
WHEREAS, Appraiser has developed an Internet site whereby persons authorized by K.S.A 79-1437f can access Riley County real estate sales information; and

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

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

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

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

1. Services

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

2. Fees and Payments

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

☐ **Site license.** This allows unlimited Member employees access to Appraiser's web site. The annual charge is \$590.

☒ **Individual user license.** This allows a single user unlimited access to Appraiser's web site. The annual charge is \$200. If this option is chosen, each individual user who needs access will be required to pay for a license, for example; 2 users need access (2 x \$200 = \$400). **Each individual user will need to sign an Agreement.** (See 2.2 below)

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

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

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

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

3. Illegal Provisions

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

4. Interruption of Service

- 4.1. Appraiser's office shall make reasonable efforts to provide adequate and uninterrupted service under the terms hereof. However, Appraiser and County shall not be liable for interruption of service or delays in providing access to the information described herein. The images provided may not be true, complete and accurate. Member will indemnify and hold harmless hereunder Appraiser and County for any third party claims that the images hereunder were or are not true, complete or accurate. Periodic maintenance shall take place whenever deemed necessary at the sole direction of County, Appraiser, or the Information Systems department of County.

5. Member's Responsibilities and Certification

- 5.1. The receipt of data through the Appraiser's web site is a privilege, not a right and that the use or misuse of this information for unlawful purposes may result in the revocation of access of Member at any time.
- 5.2. The Member acknowledges and agrees that only those persons authorized by K.S.A. 79-1437f to access the service, including the data contained in the real estate sales validation questionnaires, because Member is one of the following persons or entities and will use the data for one of the following purposes (**Check all appropriate boxes**).

☐ K.S.A. 79-1437f (d) appraiser licensed or certified pursuant to K.S.A. 58-4101 et seq., and amendments thereto, for appraisal or property and preparation of appraisal reports;

☐ K.S.A. 79-1437f (e) financial institutions for conducting appraisals as required by federal and state regulators;

☒ K.S.A. 79-1437f (i) a person licensed pursuant to the real estate brokers' and salespersons' act for purposes of fulfilling their fiduciary duties to clients and providing information on market value of property to clients.

- 5.3. Member agrees that its use of the service and of information obtained through the service will be solely for purposes authorized by K.S.A. 79-1437f and that the information obtained from the service will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.

- 5.4. If Member's status changes, K.S.A. 79-1437f is amended or repealed, or if for any other reason Member is no longer authorized under K.S.A. 1437f to access the contents of real estate sales validation questionnaires, Member shall immediately notify the County and this Agreement shall automatically terminate without further notice. There will not be a proration of fees in the event of termination prior to the end of the contract year.
- 5.5. Member is solely responsible for its activities hereunder. Member is also solely responsible for any unauthorized access or use, by means of Member's password, or username; and shall hold harmless and indemnify both the County and Appraiser for any claims made based on such unauthorized use or access. Member agrees that it will not act hereunder for any illegal purpose, in infringement or copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.
- 5.6. The County shall provide to Member a user ID and password accessing the information described herein. Member is solely responsible for managing its user ID and password. Member shall take all necessary and appropriate security measures to insure that Member's user ID and password is not disclosed to other persons or entities. Member shall not share, loan, assign, transfer, or release its user ID and password to any other person or entity.
- 5.7. The County reserves the right to take all reasonable and necessary steps to protect the security of Riley County data from account abuse, or if account security has been compromised.
- 5.8. Member agrees that it will not use the data and information obtained through the Service for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed in such data, nor will Member sell, give or otherwise make available to any person any list of names or addresses contained in or derived from such data for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed. Member has read K.S.A. 45-220 (Attachment 'A') and K.S.A. 21-3914 (Attachment 'B') regarding the prohibition against using data for direct or indirect solicitation and agrees to comply with all applicable laws regarding use of the data and information obtained through the this Agreement.
6. **Disclaimer of Warranties**
- 6.1. The County shall operate and maintain that web site, contingent upon the County's network and equipment capacity, and connection availability. Member acknowledges and agrees that the County does not operate or control the internet, or the World Wide Web.

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

7. Termination

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

8. Miscellaneous

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

MEMBERBOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSASBy (Print): LORI VILKANSKASSignature: Lori VilkanskasTitle: BrokerDate: 2/23/24Phone Number: 785-236-0164Fax Number: N/AE-Mail: lori@back9development.comEstimated # of Users: 1_____
John Ford, Chair

Approved:

By: Anna Burson
Anna Burson, Riley County AppraiserDate: 2/28/24

Attachment: Back 9 Realty (14550 : Appraiser's website agreement with Lori Vilkanskas)

Attachment A to "Contract" Between Riley County (hereinafter "County"), and
 _____ (hereinafter "Member").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 23 day of February, 2024.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Member agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1 **Service Standards and Procedures.** Member shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2 **Compliance With Law.** Member shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.

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

6. **ANTI-DISCRIMINATION CLAUSE.**

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

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

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

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

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

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

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

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

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

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

12.2 Termination for Cause. If Member shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Member shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Member of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

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

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

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

13. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

17. **LICENSES AND PERMITS.** Member shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Member shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
18. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
19. **MERGER/SALE/TRANSFER OF MEMBER ASSETS.** Member will notify County in writing at least thirty (30) calendar days in advance of Member's merger with any other business entity, or of any sale or other transfer of Member's assets to any other business entity. In the event of any such merger, sale or other transfer of Member assets, Member will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Member assets. After such merger, sale or other transfer of Member assets, Member will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Member under this Contract.
20. **SURVIVABILITY.** All paragraphs and all subparts thereof shall survive termination of this Agreement.

Member Name

County

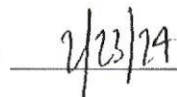
By:



By:

John Ford, Chair

Date:



Date:

ATTEST:

Rich Vargo, County Clerk

Date:

Approved as to Form

By: _____
Clancy Holeman, Riley County Counselor

Date: _____



Attachment: Back 9 Realty (14550 : Appraiser's website agreement with Lori Vilkanskas)



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

Licensee Details

Name: first middle last

Name: LORI VILKANSKAS

License Information

Number: 00237947	Type: Broker	Status: Active
Originally Issued: 8/16/2016	Last Renewed: 5/2/2023	Expiration: 5/1/2025

Responsible Broker

Name	ID Number	Type	Status
BACK NINE REALTY	CO00003252	Company	Open

Affiliated Companies

Name	ID Number	Type	Status
BACK NINE REALTY	CO00003252	Company	Open



PUBLIC WORKS
Permit

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: March 7, 2024

SUBJECT: Highway Use Permit, Wildcat Services Inc.

PRESENTER: John Ellerman, Director of Public Works

BACKGROUND

Wildcat Services Inc, has requested permission to install a new culvert for a driveway at 6006 Tuttle Terrace according to the details and route shown on the attached maps.

POSSIBLE MOTION(S)

Move to approve the Highway Use Permit granting Wildcat Services Inc., permission to complete work as outlined in permit

Enclosures:

- Highway use Permit 2024-002 (PDF)

Permit No. _____

APPLICATION FOR HIGHWAY USE PERMIT

Riley County, Kansas

Wildcat Services, Inc Culvert
 Applicant Name Type of Construction
6000 Tuttle Terrace Manhattan KS 66503
 Applicant Mailing Address City State Zip

Applicant hereby requests permission to install new culvert for driveway
 along and/or across the public roads of Riley County, Kansas, according to the details and route shown on the attached plans and standards for said construction.

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

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

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

Submitted by: Valerie Bon 2/7/2024
 Submitter's signature Date
Valerie Bass Office Manager
 Printed Name & Title
785-922-6466 Wildcat Services, Inc.
 Submitter's Telephone Number Contractor Name
office@wildcatservicesinc.net 785-223-1786
 Submitter's Email Address Contractor Telephone Number
3/1/2024 2 weeks
 Proposed Date of Construction Estimated Duration of Construction

RECOMMENDED BY: _____

Riley County Engineer

Permit granted this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
 RILEY COUNTY, KANSAS

Chairperson _____

OFFICE USE ONLY:

Application Fee: 05499 \$100.00\$1,000 Deposit ☒ Bond ☐ Letter ☐Receipt No. _____ Date: 2/20/24Signature: Andrea Rose

Process for Highway Use Permit

- A permit is required for all utilities installed, relocated, removed or repaired in the County's right-of-way
- Submit Application for Permit
 - Attach construction plan and traffic control plan
 - Submit \$100.00 Application Fee
 - Submit applicable deposit, performance bond, cashier's check or letter of credit
 - Contractor's Certificate of Liability Insurance
- Stake the proposed location of above ground utilities
- Permit must be approved prior to starting any work
- **Once approved, notify County Engineer a minimum of two business days prior to starting work**
- Copy of Highway Use Permit and copy of Requirements and Procedures must be on site with the Contractor
- Begin project
- County will perform routine inspections during project
- **Notify County 24 hours prior to any backfilling**
- Restore work area to a condition equal to the existing before construction
- Request final inspection a minimum of two business days before de-mobilization
- Create punch list of items remaining to be completed
- Complete punch list items as necessary
- Receive written final Notice of Acceptance
- Warranty work for a period of one year
- Fees, bonds, cashier's check or letter of credit returned



Attachment: Highway use Permit 2024-002 (14549 : Highway Use Permit-Wildcat services 2024-2)

6006 Tuttle Terrace, Manhattan



CERTIFICATE OF LIABILITY INSURANCE

DATE 02/15/2024 5.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Iron Insurance Partners P.O. Box 1213 Salina KS 67402-1213	CONTACT NAME: Kiersten Schmitt PHONE (A/C, No, Ext): (800) 563-1871 FAX (A/C, No): (785) 825-5098 E-MAIL ADDRESS: kschmitt@ironrisk.com
INSURED Wildcat Services, Inc. P O Box 583 Chapman KS 67431-0583	INSURER(S) AFFORDING COVERAGE INSURER A: Firemen's Insurance Company of Washington, D.C. INSURER B: Kansas Builders Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 24.25 WC/ 23.24 All Lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPA3263774	07/15/2023	07/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPA3263774	07/15/2023	07/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			CPA3263774	07/15/2023	07/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20242211	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented/ Leased Equipment			CPA3263774	07/15/2023	07/15/2024	Limit \$50,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Riley County Public Works Dept. 6215 Tuttle Creek Blvd. Manhattan KS 66503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kiersten Schmitt</i>
---	---

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COUNTY CLERK & ELECTIONS
Boards

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

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Senior Administrative Assistant

MEETING: March 7, 2024

SUBJECT: Advisory Board appointment letters and Resolution

PRESENTER: Cindy Kabriel, Senior Administrative Assistant

POSSIBLE MOTION(S)

Move to approve the following appointments and “Resolution No. 021524- , A Resolution appointing Riley County representatives to Council/Advisory Boards.”

Brian McNulty Comm Dist 2	March 7, 2024- December 31, 2026	Road & Bridge Advisory Board 3 year
John Patrick Comm Dist 2	March 7, 2024- December 31, 2025	Road & Bridge Advisory Board 3 year
Jan Marks Comm Dist 3	March 5, 2024- March 4, 2028	Judicial Nominating Commission – 21 st District 4 year

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 11, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Good Morning Manhattan

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

2. Year to date budget and expenditure reports

9:15 AM

Evan McMillan, Assistant County Engineer

3. Deep Creek Rate Resolution
4. Hunter's Island Rate Resolution

9:30 AM

Press Conference

5. Downtown Manhattan update - Gina Snyder (3-5 minutes)
6. Public Notice - Evan McMillan (2 minutes)
7. Public Notice - Alvin Perez (2-3 minutes)

9:40 AM

Larry Cale

8. Valleywood drainage issues

9:50 AM

Elizabeth Ward, Human Resources Director

9. Executive session to discuss a performance matter involving non-elected personnel

Attachment: 03-11-24 tentative agenda (14183 : Tentative Agenda)

- 10:10 AM John Ellermann, Public Works Director/County Engineer**
10. Project update
- 10:25 AM Russel Stukey, Emergency Management Director**
11. Staff update
- 10:40 AM Clancy Holeman, Counselor/Director of Administrative Services**
12. Administrative Work Session
- 11:00 AM Katharine Hensler, Museum Director**
13. Staff update
- 11:15 AM Anna Burson, Appraiser**
14. Out of State Travel Requests
15. Request to refill a position
- 2:00 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 12, 2024 (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.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 14, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Intergovernmental Luncheon
2. Discuss Joint City/County/County Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:20 AM

Evan McMillan, Assistant County Engineer

4. Bid opening for Transfer Station truck scales

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

Alvin Perez, Public Works Operations and Fleet Manager

7. Bid opening for corrugated metal pipe and bands

10:10 AM

Alvin Perez, Public Works Operations and Fleet Manager

8. Bid opening for crushed/washed limestone

Attachment: 03-14-24 tentative agenda (14183 : Tentative Agenda)

- 10:20 AM Elizabeth Ward, Human Resources Director and Vivienne Leyva, PIO**
 9. NACo High Performance Leadership Academy and Flint Hills Leadership Program
- 10:30 AM Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer**
 10. Monthly Cash Flow Reports
- 10:50 AM Elizabeth Ward, Human Resources Director**
 11. Executive session to discuss a performance matter involving non-elected personnel
- 11:10 AM Josh Brewer, Executive Director Manhattan Area Habitat for Humanity**
 12. Community Land Trust Program
- 11:45 AM Elizabeth Ward, Human Resources Director**
 13. CPI-U for December Annual Report
- 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.



Human Resources

March 2024

Presented by Elizabeth Ward, HRD

HR Objective

Riley County Human Resources

Talent Management	Training & Development	Compliance Matters	Compensation & Employee Benefits	Workplace Safety
				

We work to provide organizational structure, balance the needs of the employees and the needs of Riley County and effectively manage the employee lifecycle.

Recruitment and Retention

	Regular Employees	Seasonal/Stipend EE/Intern
Current headcount	292	330
Hires-last month	6	8
Hires – current year	14	8
Separations – last month	2	0
Separations - current year	6	0
Turnover Rate-annual	15.25%	
Average tenure	9 years	
Current openings	8	
-Public Works(4), EMS(2), Planning, HR,		



HUMAN RESOURCES

Succession Planning

Contacted employees eligible to retire for budget prep
Per self-reporting:

- 4 expected to retire in 2024
- 4 expected to retire in 2025
- 4 expected to retire in 2026

37 employees eligible to retire (13%)

69 employees will be eligible within 5 years (24%)

Performance and Development

Quarterly CPR training for employees

- First session Feb 23
- 4 participants
- Lt Spillman led the training – good feedback,
 - Considering rotating the location

Considering Nominations for:

1. NaCO High Performance Leadership Academy
 - 12 weeks online, 4-5 hours per week
 - April, August or September start date
 - \$1,995 per person (\$15,000 for 10)
2. Flint Hills Leadership Academy
 - 10 sessions, starting Aug 8
 - \$600 per participant

Performance and Development-Current

Focus Group evaluating best Supervisory training for Riley County

- Kansas Leadership Center
- Highly Effective Managers program
 - Researching most effective options for Riley County

Comprehensive onboarding for new employees

- Includes REACH welcome kits, IT, HR, software and more
- Michele leading workgroup

Individual Dept 'High Performance Team' building

Employee Day 2024 theme announcement - “One Team”

- Possible topics include:
 - Personality management at work, Inclusion, Building a high performing team

Compliance

- Personnel Manual
 - Edits received from Dept Heads Feb 16
 - 2 presentations scheduled to BoCC March 21 and 25
- 2023 Workers Compensation Audit –complete
- FLSA regulation- expected April announcement
 - DOL salary threshold increase for exemption from overtime pay
 - New minimum would be \$1059/week (\$55,068/year)

Compliance

- Employment Law/Benefits legal seminar Feb 21-22
 - EEOC compliance and Harassment Enforcement focus in 2024
 - Pregnant Workers Fairness Act –added release from essential functions
 - New protections for employees “Complaining” about job/supervisor
 - SCOTUS reviewing religious accommodation, accessibility,
 - 10th circuit reviewing – age discrimination, weightlifting requirements, dismissal review process, ADA interactive process,
 - Employee financial wellness programs – employees expect help
 - Benefits for Recruitment and Retention – esp. childcare

Budget Updates

2025 Personnel Budgets drafted

- Reviewing now
- Departments on March 11

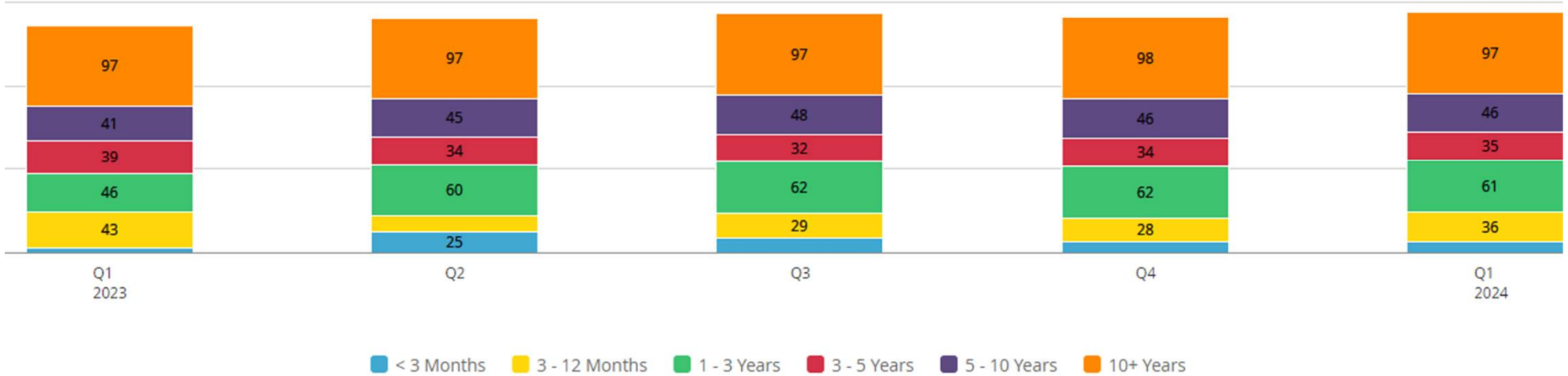
Planning for County Counselor transition

Scheduling Interviews for Interim Director of Comm Corr

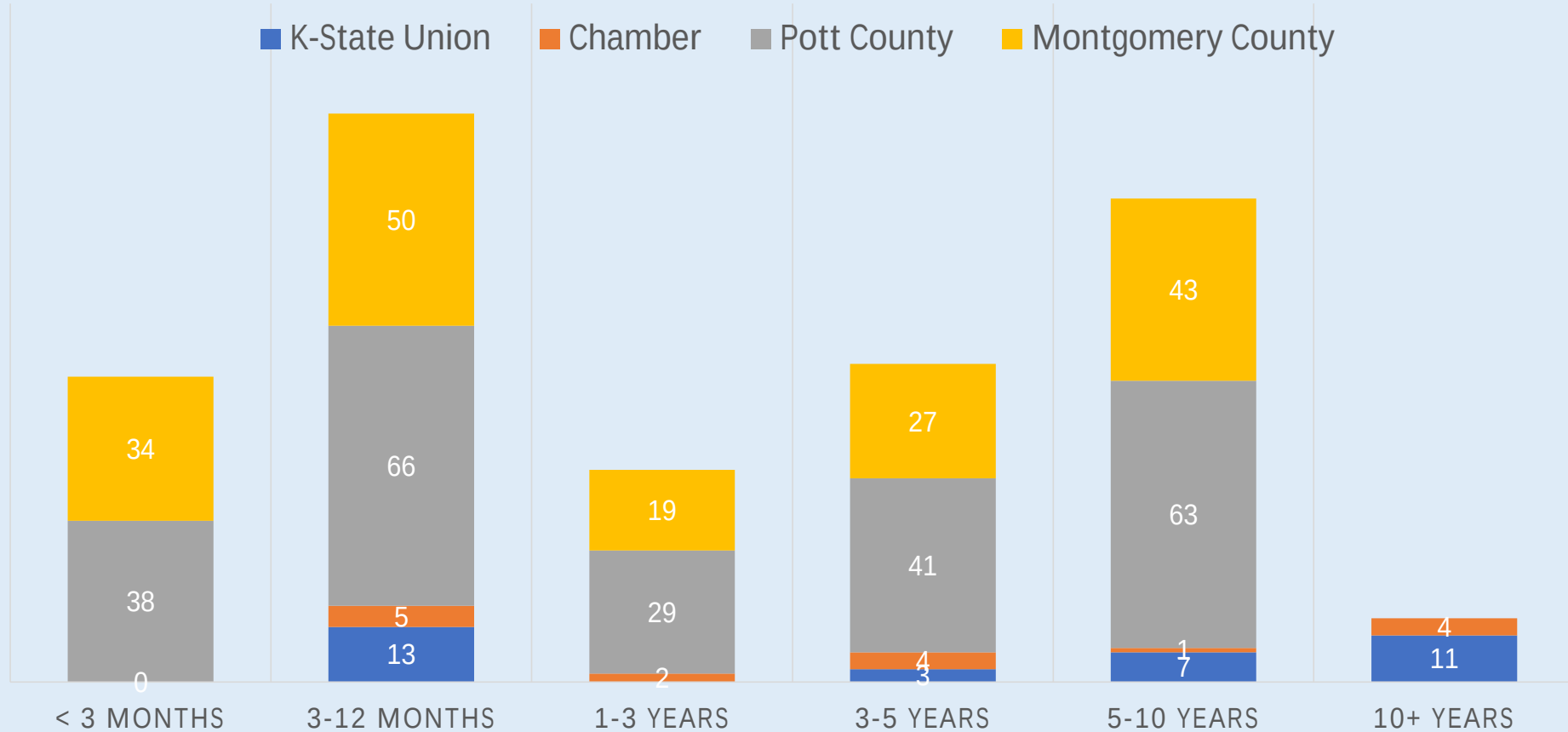
Assistant County Attorney position filled

- April 1 start date

Employee Tenure Comparison-Riley County



Employee Tenure Comparison



HUMAN RESOURCES

Current and upcoming month's focus

February focus

- Personnel policy/procedure with Department Heads
- KAC Annual Years of Service Awards
- Insurance Benefit review

Current and upcoming month's focus

March's focus

- Working through personnel budgets
- Completing Employee Manual and Procedures Manual

Health Insurance Committee

- Convened employee advisory group
- Consensus is to stay with State Insurance Plan
 - Employee premiums, deductibles and OOP max have gone down over 5-year period
 - Consistent, but controlled, cost increases for employer
 - Great medical coverage



NOXIOUS WEED/HHW
Staff Update

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

STAFF REPORT

FROM: Director Michael Boller Riley Co Noxious Weed

MEETING: March 7, 2024

SUBJECT: Staff Update

PRESENTER: Director Michael Boller Riley Co Noxious Weed

Enclosures:

- 3-7-24 Staff Report (DOC)

Riley County Noxious Weed/HHW Department

Michael Boller, Director

March 7, 2024

Staff Report

Noxious Weed/Mowing:

- Crews had one call out for snow removal this past month. Overall, we had more calls outs than in years past.
- Spring maintenance on roadside sprayers and rental sprayers has begun and will be completed this month.
- Spring maintenance on mowing equipment and tractors has begun and will be completed this month as we prep for the beginning of this season.
- Spray season will start with bare ground applications in late March weather permitting.
- We are awaiting areas that the road and gravel crews worked on last fall and then we will begin seeding those areas this month which will continue into April.
- Cost share chemical: Cost of chemical and seed has stabilized for 2024 and we are seeing prices go down on chemical. As in the past Riley County will offer cost share chemical. As a reminder cost share chemical is by law only offered for noxious weed infestations. Any order of one chemical more than 1 full pallet will be delayed and inspection will be required. This will ensure everyone in is compliance of the law and it will help to ensure everyone has an opportunity to purchase chemical and help us ensure will are serving the needs of everyone.
- Noxious weed department offers rental sprayers for use to keep noxious weed growth in check. We currently have 4 units in service. We have replaced one of the older aging units and we have a new sprayer for 2024.
- The 2023 Noxious Weed Annual report and the 2024 Management plan are completed and await commissioner approval prior to submittal to the Kansas Department of Ag.
- The township meeting was Wednesday of this week and contracts were made available to those townships that wish to contract with Riley Co to treat noxious weeds on township roads. On average we see 6-9 townships participate a year.

HHW:

- HHW collection at Howie's Recycling will be Saturday, March 9, 2024 from 8:00am to 12:00 noon. No business waste will be accepted during this time and a 25 item limit per drop off will be enforced.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five gallon containers available. Our office is open Monday – Friday from 7:30am to 4:00pm for assistance. We also have numerous household products on our recycling shelves free to the public.

Other:

- The CWDAK conference was the last week in February in Manhattan, KS. Re-certification credits for commercial applicators was offered and earned by all applicators that attended this year. The Kansas Secretary of Ag was one of the featured speakers this year.
- The CWDAK Basic School was completed last month. We had 20 total students attend the class this year including 3 new Noxious Weed Directors. The class was very successful, and we had Cowley County and Fairbanks Equipment assist Riley County this year with equipment demonstrations.



NOXIOUS WEED/HHW
Report

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

COMMISSION AGENDA REPORT

FROM: Director Riley Co Noxious Weeds Michael Boller

MEETING: March 7, 2024

SUBJECT: Action Item Annual Management Plan

PRESENTER: Director Riley Co Noxious Weed Michael Boller

BACKGROUND

Annual Noxious Weed Management Plan

DISCUSSION

Management Plan outlines acceptable practices approved by the state for treatment of Noxious Weeds within Riley Co and resources available for the treatment as well as areas for treatment.

RECOMMENDATION(S)

Recommend approval of Annual Management Plan

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:

- 2024-management-plan-form (DOCX)

2024 Management Plan

For Riley County

Michael Boller, County Weed Director

Specify the goals and priorities of the program for the coming year.

Continue with a specific management plan including chemical treatment of guardrails, signs, bridges, roadside seeding with brome and fescue mix. Spray and treat noxious weeds on county, state and township roads that contract with the county. Mow all county roads and do brush removal and brush spraying in the fall.

Specify the goals and priorities of the program for the next five years.

Continue to maintain a specific treatment program for all identified species of noxious weed in Riley Co. This includes a month-by-month program throughout the year. Focus on areas that are easily controlled. Encourage and meet more with individual townships and help them maintain a treatment program for township roads. Continue to work with private landowners and help educate them on the need for treatment of noxious weeds and weed control. Issue warnings and hold private landowners accountable if they are unwilling to comply.

Describe the areas which noxious weed species are known to occur within the county and specific locations of new infestations and areas particularly susceptible to new infestations.

Field bindweed	State, county, townships road right of way. Fenceline private property, Pasture.
Musk thistle	State, county, townships road right of way. Fenceline private property, Pasture.
Sericea lespedeza	State, county, townships road right of way. Fenceline private property, Pasture.
Johnsongrass	State, county, townships road right of way. Fenceline private property, Wet land / Water source areas inside city limits of Manhattan
Bur ragweed	
Canada thistle	
Hoary cress	Kansas State University (State Property), Section of Federal land on Fort Riley.
Leafy spurge	
Quackgrass	
Kudzu	There has been a small section on state right of way road but has been treated for several years.
Russian knapweed	

List any non-noxious invasive weed species you plan to control and the types of integrated weed control methods you plan on using on them.

Eastern Red Cedar mechanical control in the state, county right of ways.

List your planned integrated weed management goals and procedures, with emphasis on noxious weed control on private land, including but not limited to biological control agent selection and distribution, pesticide selection and application and cultural and mechanical controls.

Biological Controls

Head weevil is active in Riley County but is not allowed as only control of Musk Thistle.

Chemical Controls

Monthly treatment of county, state and township right of way. Specific species of noxious weed will have specific chemical control. Treatment program will be based on growth cycle and time of year and weather. Riley County offers cost share chemical for control of all noxious weeds active in Riley County. We provide chemical and direction on when to spray different species of noxious weeds. We also provide 4 different rental sprayers that landowners may rent at a reduced rate to help combat infections on their ground.

Cultural Controls

Mechanical Controls

Mechanical control is not allowed as the primary method of control however if a field is close to going to seed and chemical control is not viable in timeframe then property owners may choose to mow down active plants to keep the plant from going to seed or keep the seed closer to the ground to help prevent the spread by wind etc. Owner will then need to follow up with chemical control.

Estimate the projected personnel, operations, and equipment costs of the proposed program.	
Personnel costs	Personnel Services \$460,100
Operations costs	Total Expenditures \$205,000
Equipment costs	Fuel, Main Costs Expense total for all equipment \$35,377

List the methods you plan to use to encourage compliance and the enforcement actions you will take if necessary.

Place public notice in local papers.
Meet with townships to offer contractual roadside spraying.
Meet with landowners at public events.

COMPLAINT PROCEDURE

Verify complaint.
Contact landowners.
Send an informational letter.
Send enforcement letter.
Send warning notice.
Send legal notice.
Enforced treatment / compliance.

List your plans for working with state and/or federal agencies to control the noxious weeds on state and/or federal lands.

I often meet with specific stakeholders on specific areas in Riley County that are owned by state and federal agencies. This includes a meeting with Kansas State University. Recently have developed a great connection with the City of Manhattan to have city employees treat noxious weeds within the city limits. Also, we renewed the annual KDOT contract to have Riley County control noxious weed on state property.

Describe your education and outreach plans for the coming year. Include training and professional development for yourself and your staff. (Attend District meetings? Annual Conference? Recertification?)

All certified operators will be attending the Annual Conference and receiving credits for their certification. We will also have other members of our state that are not certified to attend as well as helping sell chemicals and answer questions about control. Weed Director will be attending basic weed school again as I help host the school. In addition, I will be attending annual conferences and receiving training towards certification for both 6,9A and 5 certifications. I also attend most NE District Meetings and I can learn about most recent trends and treatment programs.

List the facilities and equipment available for use in managing the noxious weeds in your county, including a list of the equipment available for rent to the public and the rent you charge.

EQUIPMENT

1. 2015 Ford 1 ½-ton 4 wheel drive truck with a 500-gallon Bean sprayer
2. 2017 Ford 1 ½-ton 4-wheel drive truck with 500-gallon Bean sprayer
3. 2012 New Holland T6020 mower tractor
4. 2012 New Holland T4.75 loader/mower tractor
5. 2020 New Holland T6.145 tractor mower
6. 2022 John Deere 6020

Riley County currently offers (4) 200-gallon rental sprayers with broadcast and hand wand capabilities. They rent for \$35 a day, \$60 for the weekend or \$200 for the week.

Noxious Weed Department Employees

Name	Title	Years of service in the Nx Weed Dept.	# Jobs within the county
Michael Boller	Director	6	2
Vaughn Powell	Applicator II	26	1
Ryan Ascher	Applicator	3	1
John Reves	Operator	2	1

Weed Program Funding

Cost Share Sales

☐ Tax Millage
 ☒ General Funds
 ☒ Direct County Sales
 ☐ Voucher Program

I certify that this is the official 2024 Management Plan of Riley County

Michael Boller, County Weed Director 03/07/2024

Date

_____	, County Commissioner	_____	Date
_____	, County Commissioner	_____	Date
_____	, County Commissioner	_____	Date



NOXIOUS WEED/HHW
Report

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

COMMISSION AGENDA REPORT

FROM: Director Michael Boller Riley County Noxious Weed

MEETING: March 7, 2024

SUBJECT: Annual Noxious Weed Report

PRESENTER: Director Michael Boller Riley County Noxious Weed

BACKGROUND

Annual Noxious Weed Report

DISCUSSION

Annual report notes Budget Summary, including both Revenues and Expenditures. Survey sections and amount of herbicide used and acreage treated.

RECOMMENDATION(S)

Recommend approval of Annual Report

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:

- 2023 Annual Report (PDF)



NOXIOUS WEED DEPARTMENT

2023 ANNUAL REPORT

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

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Equipment Cost Report 18

Annual Noxious Weed Eradication Progress Report 2023

as required by KSA 2-1316



Riley County Noxious Weed Department

Noxious Weed Supervisor:

Michael Boller

Noxious Weed Department Personnel

Name	Job Title	% Time Spent on Noxious Weeds	Weed Director Salary
Michael Boller	Director	50	\$113,460.00
John Reves	Roadside Maintenance Technicia	100	
Justin Brenner	HHW Facility Mgr.	0	
Lori Hanson	Administrative Clerk	75	
Ryan Ascher	Commercial Pesticide Applicator	100	
Vaughn Powell	Commercial Pesticide Applicator	100	

Financial Summary - Noxious Weed Fund

Amount

Mil levy for 2023	0
General Fund Mill Equivalent 2023	.92
County valuation for 2023	\$792,782,029.00
Beginning Budget Balance for 2023	\$833,997.00

Revenues

Chemical Sale	\$44,056.35
Equipment	\$14,960.00
Labor Income	\$46,709.13
Sales Tax Payable	\$724.09
Total Revenue	\$106,449.57

Expenditures

Capital Outlay	\$8,758.15
Chemical Purchase	\$96,842.24
Commodities	\$21,906.51
Contractual Services	\$96,989.31
Personnel Services	\$548,226.69
Total Expenditures	\$772,722.90
Ending Budget Balance	\$0.00

Carryover to next year's budget for 2023 to 2024	\$63,807.77
---	--------------------

Capital Outlay Fund

Amount

Beginning Balance	\$0.00
Receipts	\$0.00
Expenditures	\$0.00
Ending Balance	\$0.00

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

Annual Noxious Weed Eradication Progress Report

Riley County Noxious Weed Department

Year

2023



Estimated Acreage of Noxious Weeds

Noxious Weed	Private	County	Township	State	Federal	City	Total
Field Bindweed	2600.0	500.0	200.0	65.0	10.0	10.0	3385.0
Hoary Cress				5.0	2.0		7.0
Johnsongrass	250.0	30.0	20.0	55.0	15.0	15.0	385.0
Musk Thistle	3200.0	400.0	200.0	100.0		1.0	3901.0
Sericea Lespedeza	4500.0	20.0	20.0	30.0		20.0	4590.0
Totals	10550.0	950.0	440.0	255.0	27.0	46.0	12268.0

Estimated Acreage of Noxious Weed on Private Land sub-section

Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag	Total
Field Bindweed			15.0		80.0	2000.0	150.0	250.0	105.0	2600.0
Johnsongrass			0.0		0.0	200.0	0.0	0.0	50.0	250.0
Musk Thistle					150.0	2800.0			250.0	3200.0
Sericea Lespedeza					400.0	3800.0			300.0	4500.0
Totals			15.0		630.0	8800.0	150.0	250.0	705.0	10550.0

Weeds declared Noxious by the County:

Multiflora Rose ☐Bull Thistle ☐

Herbicide Disbursement Summary

Chemical	Purchase Price	Cost Share Price	Total Disbursed
2, 4-dichlorophenoxyacetic acid, choline salt	\$31.36	\$25.28	45.000 gal
2-4 D Amine / Alligare	\$21.76	\$17.28	533.000 gal
2-4 D Amine/Cornbelt	\$21.76	\$17.28	284.500 gal
2-4 D Ester/Tenkoz	\$32.40	\$25.92	197.500 gal
Fluroxypyr- meotvl/Tricolovr-butotvl	\$129.12	\$103.36	57.500 gal
Glyphosate	\$40.96	\$32.80	100.000 gal
Imazapic, ammonium salt	\$1.12	\$0.00	256.000 oz
Metsulforam-methyl	\$2.40	\$1.92	1123.000 oz
PICLORAM	\$59.52	\$47.68	365.000 gal

Enforcement Summary

Warning Notices	9	Diversion Agreements	0	Demonstration Plots	0
Legal Notices	0	Accounts to Tax Roll	0	Feed and Hay Inspection	0
Court Cases	0	Meetings Sponsored	1	Publish General Notice	2

Enforcement Comments:

We certify this is a correct copy of the Riley County Noxious Weed Department Program for 2023

We certify that Michael Boller is employed as Riley County Noxious Weed Department Director for 2024

Chairman, Board of County Commissioners

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

County Commissioner

Date

County Noxious Weed Director

Date

Annual Noxious Weed Eradication Progress Report

Treatment Summary for Noxious Weeds

Riley County Noxious Weed Department

2023 ★

Field Bindweed

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County					250.0	9.0	14.0		85.0	155.0			513.0
Private				42.5	191.0	37.5	160.0						431.0
Private Other				5.0			2.5	10.0					17.5
Private Pasture				27.5	140.0	495.0	40.0	70.0			20.0		792.5
Private Soybean							40.0						40.0
State						25.0	26.0						51.0
Township					75.0	93.0	6.0						174.0
Total Acreage				75.0	656.0	659.5	288.5	80.0	85.0	155.0	20.0		2019.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE				35.0	25.0	17.5	2.5	60.0					140.0
2-4 D LV ESTER				40.0		140.0	40.0						220.0
Freelexx 4#					45.0								45.0
GLYPHOSATE					1.0	35.0		20.0			20.0		76.0
GLYPHOSATE + 2,4-D Amine					5.0	20.0							25.0
PICLORAM					120.0	160.0	80.0						360.0
PICLORAM + 2,4-D Amine					460.0	127.0	86.0		85.0	155.0			913.0
PICLORAM + 2,4-D LV ESTER						160.0	80.0						240.0
Total Acreage				75.0	656.0	659.5	288.5	80.0	85.0	155.0	20.0		2019.0

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

Annual Noxious Weed Eradication Progress Report
Treatment Summary for Noxious Weeds

Riley County Noxious Weed Department

2023 ★

Johnsongrass

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City							20.0						20.0
County							5.0	4.0					9.0
Private Corn								5.0					5.0
Private Pasture					2.5	17.5							20.0
Private Soybean								5.0					5.0
Township							4.0						4.0
Total Acreage					2.5	17.5	29.0	14.0					63.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
GLYPHOSATE					2.5	17.5	20.0	10.0					50.0
PLATEAU							9.0	4.0					13.0
Total Acreage					2.5	17.5	29.0	14.0					63.0

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

Annual Noxious Weed Eradication Progress Report

Treatment Summary for Noxious Weeds

Riley County Noxious Weed Department

2023 ★

Musk Thistle

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December	Totals
County					250.0	9.0			85.0	155.0			499.0
County Full Cost							30.0						30.0
Private				2.5	311.0	327.5							641.0
Private Crop						25.0							25.0
Private Other								60.0					60.0
Private Pasture				47.5	950.5	1263.5	40.0	30.0	10.0	20.0			2361.5
State						25.0							25.0
Township					75.0	93.0							168.0
Total Acreage				50.0	1586.5	1743.0	70.0	90.0	95.0	175.0			3809.5

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December	Totals
2-4 D AMINE				50.0	274.0	177.5	20.0	70.0	10.0	20.0			621.5
2-4 LV ESTER					200.0	90.0							290.0
Freelexx 4#					45.0								45.0
GLYPHOSATE					3.5	12.5	10.0	20.0					46.0
METSULFORAM METHYL					4.0	16.0							20.0
PICLORAM					240.0	1160.0							1400.0
PICLORAM + 2,4-D Amine					780.0	127.0	40.0		85.0	155.0			1187.0
PICLORAM + 2,4-D LV ESTER					40.0	160.0							200.0
Total Acreage				50.0	1586.5	1743.0	70.0	90.0	95.0	175.0			3809.5

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

Annual Noxious Weed Eradication Progress Report

Treatment Summary for Noxious Weeds

Riley County Noxious Weed Department

2023 ★

Sericea Lespedeza

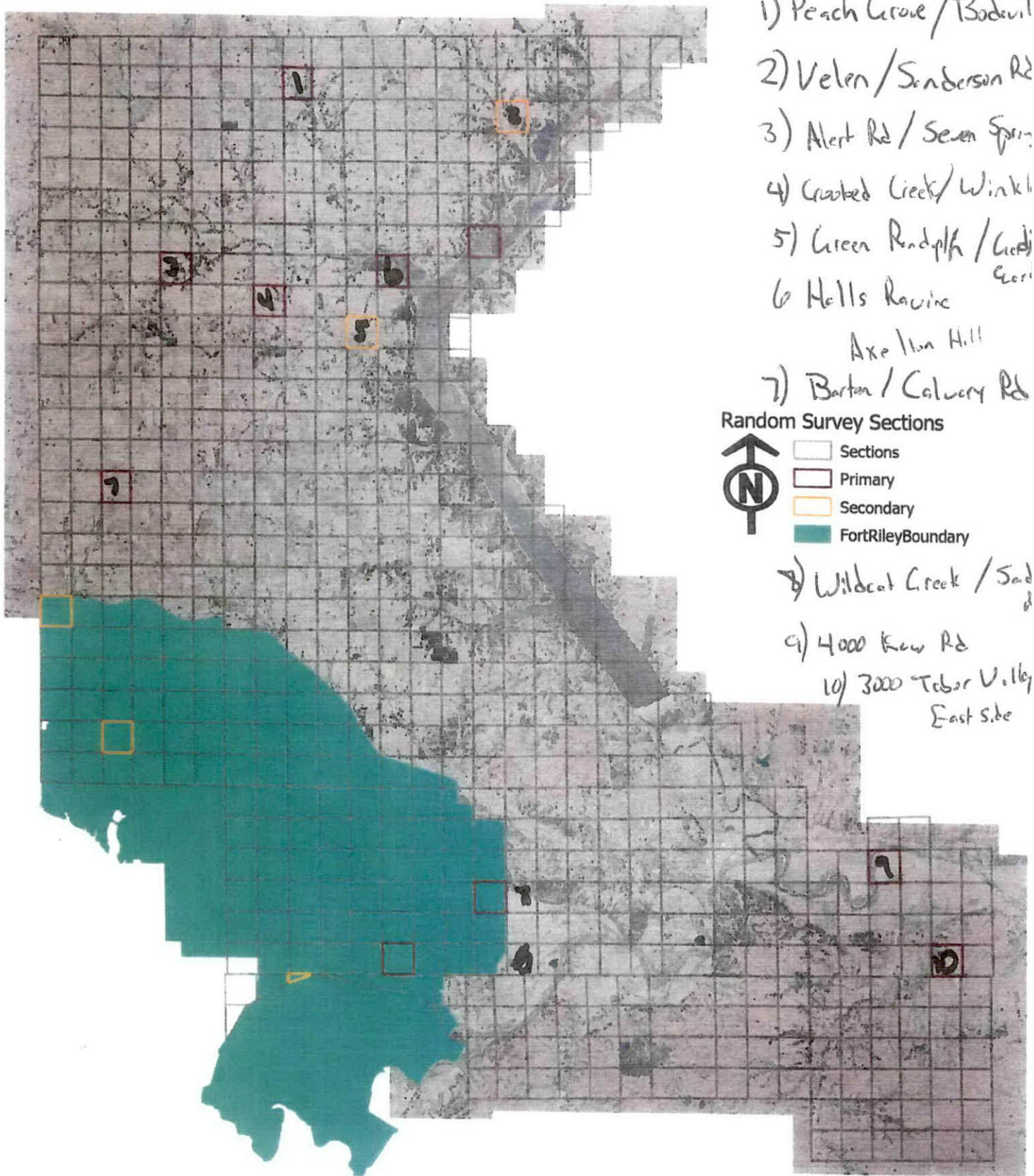
Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
County									3.0				3.0
Private					41.5	288.0	128.0	24.0					481.5
Private CRP				48.0		16.0		104.0					168.0
Private Other						104.0		32.0					136.0
Private Pasture			20.0	20.0	144.0	266.5	84.0	24.0	40.0	8.0			606.5
Private Soybean							40.0						40.0
Total Acreage			20.0	68.0	185.5	674.5	252.0	184.0	43.0	8.0			1435.0

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Fluroxypyr-meptyVTriclopyr-butotyl			20.0	20.0	40.0	200.0	180.0		16.0				476.0
METSULFORAM METHYL				48.0	145.5	474.5	72.0	184.0	27.0	8.0			959.0
Total Acreage			20.0	68.0	185.5	674.5	252.0	184.0	43.0	8.0			1435.0

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

Random Survey Sections-2023



Riley Co Survey locations / Address

- 1) Peach Grove / Bodeville
- 2) Velen / Sanderson Road
- 3) Alert Road / Seven Springs Rd
- 4) Crooked Creek / Winkler
- 5) Green Randolph / Gardiner Rd
- 6) Halls Raveine / Axelton Hill
- 7) Barton / Calvery Road
- 8) Wildcat Creek / Saddle Rock Road
- 9) 4000 Kaw Road
- 10) 3000 Tabor Valley Road / East Side

BUDGET SUMMARY

DEC 2023

FINAL for 2023 fiscal budget year----as of 3/4/24

		BUDGET	PREVIOUS EXPENSES	CURRENT EXPENSES	EXPENSES TO DATE	BALANCE	
						\$ 833,997.00	
	PERSONNEL SERVICES:					\$ 833,997.00	
1001	Regular Salaries	\$ 415,646.00	\$ 365,082.42	\$ 48,195.21	\$ 413,277.63	\$ 420,719.37	
1005	Overtime	\$ 7,771.00	\$ 2,515.13	\$ 2,985.58	\$ 5,500.71	\$ 415,218.66	
1504	FICA	\$ 32,391.00	\$ 27,422.01	\$ 3,856.66	\$ 31,278.67	\$ 383,939.99	
1506	Health Insurance	\$ 92,517.00	\$ 53,266.26	\$ 5,056.26	\$ 58,322.52	\$ 325,617.47	
1508	KPERS	\$ 41,918.00	\$ 34,610.78	\$ 4,826.35	\$ 39,437.13	\$ 286,180.34	
1510	State Unemployment	\$ 423.00	\$ 362.89	\$ 47.14	\$ 410.03	\$ 285,770.31	\$64,967.20
	PERSONNEL SERV SUBTOTAL:	\$ 590,666.00			\$ 548,226.69	\$ 285,770.31	Personnel tot
		\$ 590,667.00					
	CONTRACTUAL SERVICES:						
2010	Postage/Freight/Shipping	\$ 500.00	\$ 271.74		\$ 271.74	\$ 285,498.57	
2030	Pagers & Cell Phone Service	\$ 2,460.00	\$ 2,230.00	\$ 205.00	\$ 2,435.00	\$ 283,063.57	
2080	Printing Services	\$ 500.00	\$ 208.36		\$ 208.36	\$ 282,855.21	
2110	Advertising & Legal Pubs	\$ 200.00	\$ 195.85		\$ 195.85	\$ 282,659.36	
2122	Vehicle/Fleet Insurance	\$ 3,000.00	\$ -		\$ -	\$ 282,659.36	
2200	Office Equipment Rental	\$ 400.00	\$ -		\$ -	\$ 282,659.36	
2210	Machinery Equipment Rental	\$ 5,000.00	\$ -		\$ -	\$ 282,659.36	
2300	Tax Payment	\$ 50.00	\$ -	\$ 722.00	\$ 722.00	\$ 281,937.36	
2400	Repair/Maintain Co Vehicles	\$ 4,000.00	\$ 2,587.75	\$ 1,785.50	\$ 4,373.25	\$ 277,564.11	
2420	Repair/Mowing+OtherEquip	\$ 15,000.00	\$ 180.00	\$ 1,999.15	\$ 2,179.15	\$ 275,384.96	
2430	Comp Software Main/Support	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00	\$ 274,884.96	
2480	Repair/Main Bldg+Grounds	\$ 2,000.00	\$ 8,938.38	\$ 300.00	\$ 9,238.38	\$ 265,646.58	
2510	Mileage/tolls/parking/rental	\$ 500.00	\$ -		\$ -	\$ 265,646.58	
2520	Lodging	\$ 1,000.00	\$ 971.56	\$ 276.64	\$ 1,248.20	\$ 264,398.38	
2540	Meals	\$ 500.00	\$ 263.79	\$ 105.54	\$ 369.33	\$ 264,029.05	
2550	Dues/Memberships/Registration	\$ 1,000.00	\$ 453.13	\$ 50.00	\$ 503.13	\$ 263,525.92	\$12,509.49
2560-950	IN-State Training	\$ 1,000.00	\$ 1,625.00	\$ 298.00	\$ 1,923.00	\$ 261,602.92	Contractual t
2570	Subscriptions	\$ 100.00	\$ 77.85	\$ 121.16	\$ 199.01	\$ 261,403.91	(includes HH)
2990	Household Hazardous Waste	\$ 80,000.00	\$ 67,198.41	\$ 6,146.50	\$ 73,344.91	\$ 188,059.00	
	CONTRACTUAL SERV SUBTOTAL:	\$ 118,210.00			\$ 97,711.31	\$ 188,059.00	
	COMMODITIES:						
3010	Office Supplies	\$ 500.00	\$ 100.75	\$ 141.17	\$ 241.92	\$ 187,817.08	
3032	Supplies-Printer	\$ 800.00	\$ 783.87	\$ 359.33	\$ 1,143.20	\$ 186,673.88	
3040	Clothing	\$ 900.00	\$ 884.95		\$ 884.95	\$ 185,788.93	
3045	Protective Equipment	\$ 500.00	\$ 49.99		\$ 49.99	\$ 185,738.94	
3080	Fuel & Lubricants	\$ 2,000.00	\$ 465.20	\$ 30.08	\$ 495.28	\$ 185,243.66	
3085	Propane	\$ 150.00	\$ -		\$ -	\$ 185,243.66	
3090	Custodian Supplies	\$ 500.00	\$ -	\$ 251.98	\$ 251.98	\$ 184,991.68	
3100	Chemical	\$ 100,770.00	\$ 73,945.68	\$ 22,896.56	\$ 96,842.24	\$ 88,149.44	\$22,896.56
3140	Parts & Tools < \$100	\$ 4,000.00	\$ 1,157.30	\$ 509.73	\$ 1,667.03	\$ 86,482.41	Chemical tot
3150	Parts & Tools > \$100	\$ 8,000.00	\$ 1,664.50	\$ 9,642.40	\$ 11,306.90	\$ 75,175.51	
3220	Seed/Fertilizer	\$ 6,000.00	\$ 5,724.68		\$ 5,724.68	\$ 69,450.83	\$10,934.69
3990	Other Supplies & Materials	\$ 1,000.00	\$ 170.55		\$ 170.55	\$ 69,280.28	Commodities
	COMMODITIES SUBTOTAL:	\$ 125,120.00			\$ 118,778.72	\$ 69,280.28	(no chemical)
	CAPITAL OUTLAY:						
4010	Office Equipment		\$ -		\$ -	\$ 69,280.28	
4020	Other Equipment	\$ -	\$ 8,758.15		\$ 8,758.15	\$ 60,522.13	
4040	Furniture > \$100	\$ -	\$ -		\$ -	\$ 60,522.13	
4130	Building Improvements	\$ -	\$ -		\$ -	\$ 60,522.13	
	CAPITAL OUTLAY SUBTOTAL:	\$ -			\$ 8,758.15	\$ 60,522.13	
							\$0.00
							Cap Outlay to
		\$ 833,997.00	\$ 662,166.93	\$ 111,307.94	\$ 773,474.87	\$ 60,522.13	

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

RILEY COUNTY NOXIOUS WEED DEPARTMENT
REVENUE REPORT
FOR THE YEAR ENDING DECEMBER 31, 2023

	CHEMICAL	TAX	LABOR	EQUIP	MATERIAL	MISC	TOTAL
COSTSHARE:	34,465.20	724.09	0.00	510.00	0.00	0.00	35,699.29
RILEY COUNTY:							
ATA Bus	0.00	0.00	390.42	445.00	0.00	0.00	835.42
Pawnee Mental Health	0.00	0.00	316.91	368.75	0.00	0.00	685.66
RC Museum	219.55	0.00	178.72	220.00	0.00	0.00	618.27
RC Police Dept	902.40	0.00	1,085.30	1,235.00	0.00	0.00	3,222.70
RC Solid Waste	941.68	0.00	120.53	141.25	0.00	0.00	1,203.46
TOTAL	2,063.63	0.00	2,091.88	2,410.00	0.00	0.00	6,565.51

TOWNSHIPS:

Ashland	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bala	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fancy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grant	772.80	0.00	178.72	220.00	0.00	0.00	1,171.52
Jackson	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Madison	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Manhattan	168.00	0.00	357.44	440.00	0.00	0.00	965.44
May Day	1,341.28	0.00	491.48	605.00	0.00	0.00	2,437.76
Ogden	481.60	0.00	178.72	220.00	0.00	0.00	880.32
Sherman	1,118.88	0.00	625.52	770.00	0.00	0.00	2,514.40
Swede Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wildcat	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Zeandale	795.20	0.00	335.10	412.50	0.00	0.00	1,542.80
TOTAL	4,677.76	0.00	2,166.98	2,667.50	0.00	0.00	9,512.24

OTHER FULL COST:

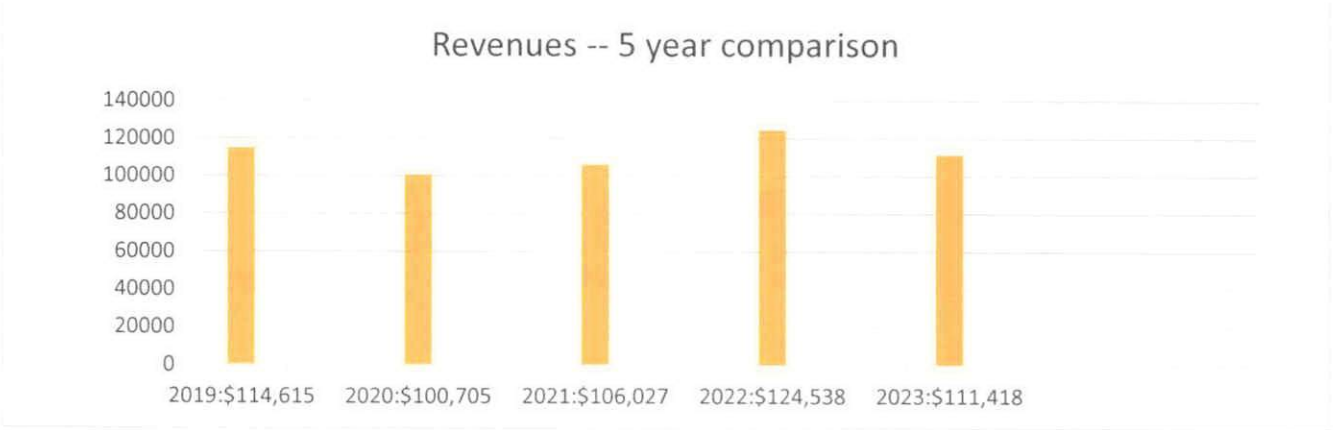
Big Lakes	0.00	0.00	31,743.93	7,800.00	0.00	0.00	39,543.93
Cities	819.20	0.00	0.00	0.00	0.00	0.00	819.20
E-Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00
KDOT	973.28	0.00	1,831.88	2,255.00	0.00	0.00	5,060.16
Oil Filters	0.00	0.00	0.00	0.00	0.00	990.00	990.00
Property Mgmt	0.00	0.00	0.00	0.00	0.00	1,046.00	1,046.00
RS Used Oil	0.00	0.00	0.00	0.00	0.00	887.50	887.50
Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SQG	0.00	0.00	0.00	0.00	0.00	9,084.23	9,084.23
State of KS	1,656.00	0.00	0.00	0.00	0.00	0.00	1,656.00
Deep Creek Sewer	180.48	0.00	134.04	155.00	0.00	0.00	469.52
Terra Heights	0.00	0.00	44.68	40.00	0.00	0.00	84.68
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	3,628.96	0.00	33,754.53	10,250.00	0.00	12,007.73	59,641.22
TOTAL REIMBURSEMENTS	44,835.55	724.09	38,013.39	15,837.50	0.00	12,007.73	111,418.26

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

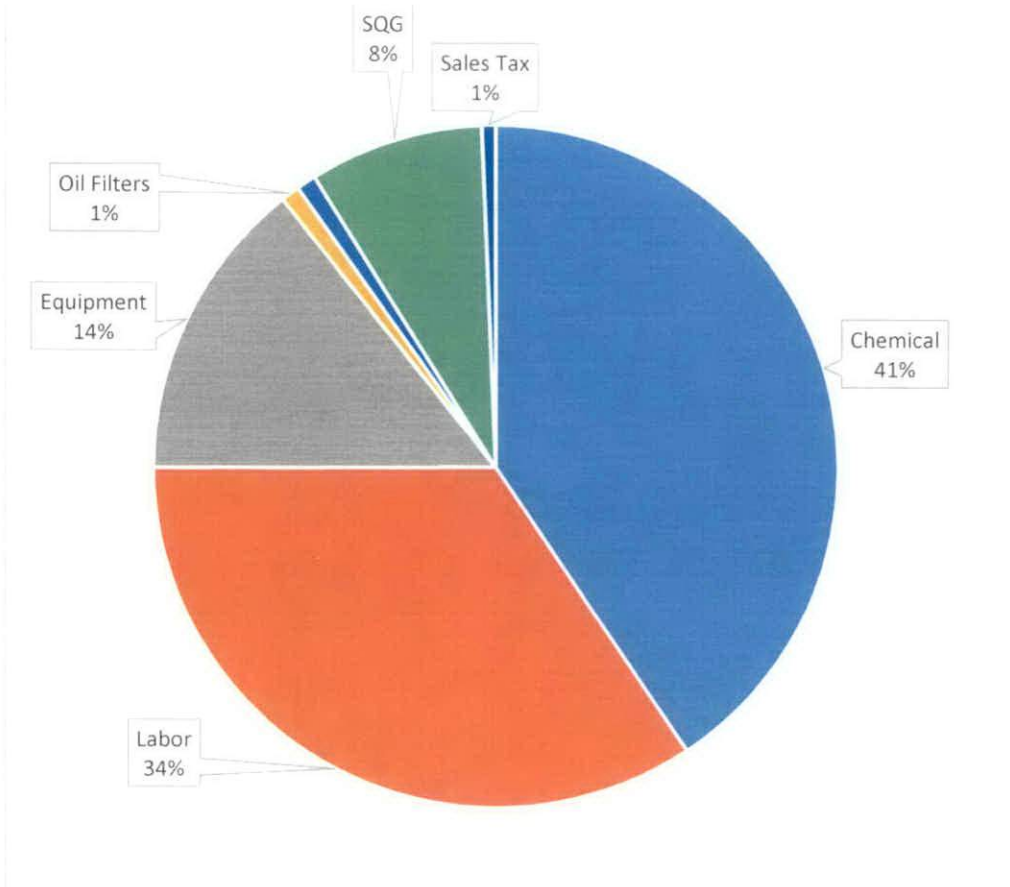
REVENUES 2023

Revenues

5 year Comparison



2023 Breakdown



**RILEY COUNTY NOXIOUS WEED DEPARTMENT
CONTRACTUAL SERVICES REPORT
FOR THE YEAR ENDING DECEMBER 31, 2023**

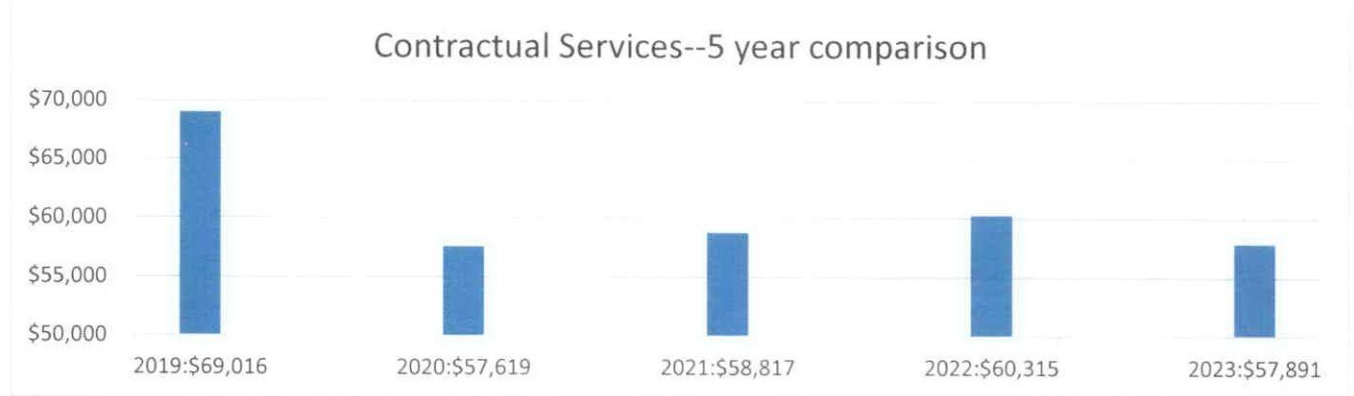
	WEED CONTROL	EQUIP. REPAIR	SEEDING	MOWING/ BRUSH	SNOW REMOVAL	MISC.	TOTAL
RILEY COUNTY:							
ATA Bus	0.00	0.00	0.00	0.00	352.40	0.00	352.40
Pawnee Mental Health	0.00	0.00	0.00	0.00	380.86	0.00	380.86
RC Museum	0.00	0.00	0.00	0.00	379.78	0.00	379.78
RC Police Dept.	268.08	0.00	0.00	335.10	130.22	0.00	733.40
RC Solid Waste	44.68	0.00	0.00	0.00	121.50	0.00	166.18
	178.72	0.00	0.00	0.00	0.00	0.00	178.72
TOTAL	491.48	0.00	0.00	335.10	1,364.76	0.00	2,191.34
TOWNSHIPS:							
Ashland	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bala	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fancy Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grant	178.72	0.00	0.00	0.00	0.00	0.00	178.72
Jackson	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Madison	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Manhattan	357.44	0.00	0.00	0.00	0.00	0.00	357.44
May Day	491.48	0.00	0.00	0.00	0.00	0.00	491.48
Ogden	178.72	0.00	0.00	0.00	0.00	0.00	178.72
Sherman	625.52	0.00	0.00	0.00	0.00	0.00	625.52
Swede Creek	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wildcat	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Zeandale	335.10	0.00	0.00	0.00	0.00	0.00	335.10
TOTAL	2,166.98	0.00	0.00	0.00	0.00	0.00	2,166.98
OTHER:							
Big Lakes	0.00	0.00	0.00	0.00	0.00	39,604.00	39,604.00
Cities	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E-Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00
KDOT	1,831.88	0.00	0.00	0.00	0.00	0.00	1,831.88
Oil Filters	0.00	0.00	0.00	0.00	0.00	770.00	770.00
Property Mgmt	0.00	0.00	0.00	0.00	0.00	1,066.00	1,066.00
RS Used Oil	0.00	0.00	0.00	0.00	0.00	897.50	897.50
Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SQG	0.00	0.00	0.00	0.00	0.00	9,096.12	9,096.12
State of KS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deep Creek Sewer	44.68	0.00	0.00	89.36	0.00	0.00	134.04
Terra Heights	0.00	0.00	0.00	44.68	0.00	0.00	44.68
	0.00	0.00	0.00	89.36	0.00	0.00	89.36
TOTAL	1,876.56	0.00	0.00	223.40	0.00	51,433.62	53,533.58
GRAND TOTAL	4,535.02	0.00	0.00	558.50	1,364.76	51,433.62	57,891.90

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

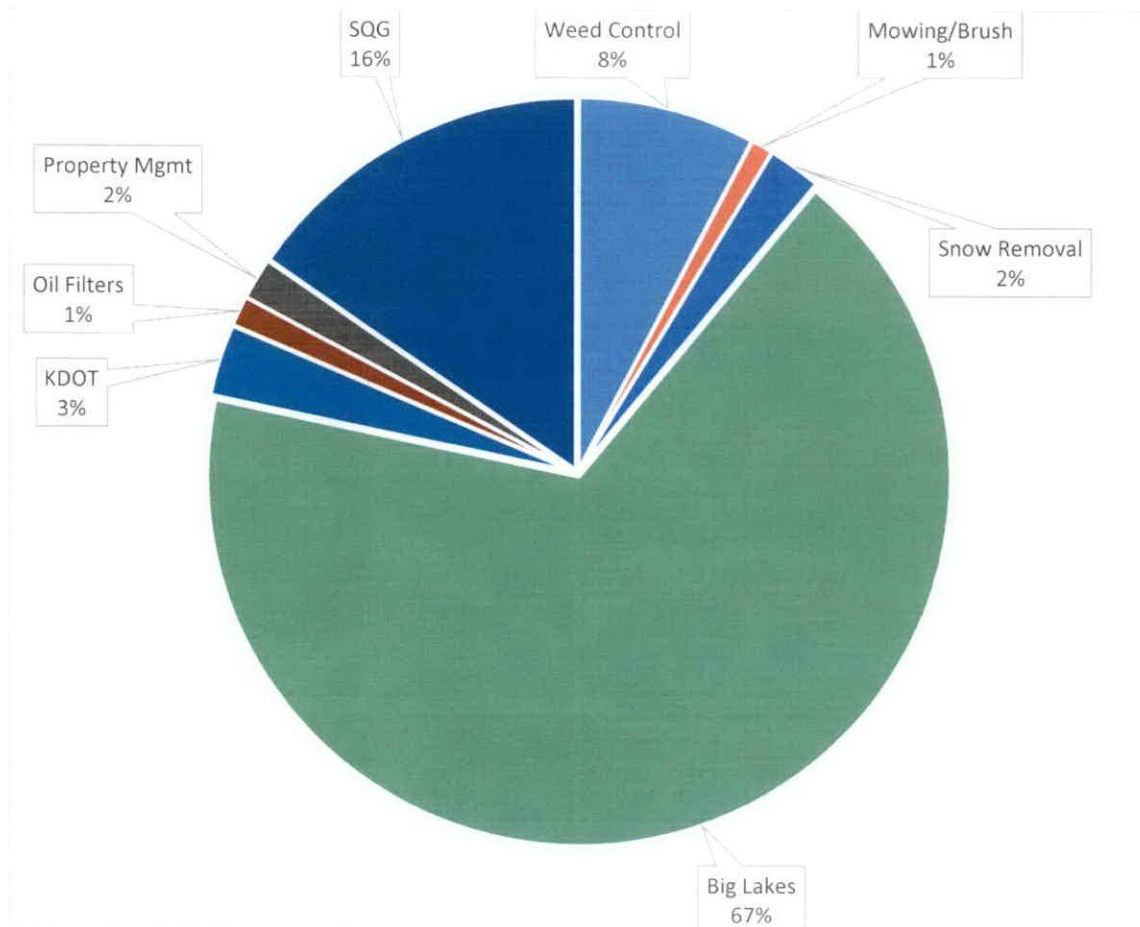
CONTRACTUAL SERVICES 2023

Contractual Services

5 year Comparison



2023 Breakdown



2023 No Charge Summary

1	Riley County Clerk	\$ 3,026.16
2	Riley County Health Dept	\$ -
3	Riley County Museum	\$ 727.58
4	Riley County Parks	\$ 270.92
5	Riley County Road & Bridge	\$ 7,979.54
6	Riley County Weed Department	\$ 254,675.00
7	RC Emer Mgmt / Ambulance	\$ 852.18

TOTAL **\$ 267,531.38**

Riley County Noxious Weed Department

14.a

Chemical Sales Report

Start Date 01/01/23
End Date 12/31/23

Chemical	Cost Share Chemical		No Charge Chemical Used		Full Cost Chemical		Total Units	Total Sales
	Units	Total \$	Units	Total \$	Units	Total \$		
4# 2,4 D Amine	312.50	\$5,646.40	133.50	\$2,920.96	117.00	\$2,623.52	563.00 gal	\$11,190.88
4# Amine	165.00	\$3,046.40	119.50	\$2,784.32	0.00	\$0.00	284.50 gal	\$5,830.72
4# LoVol Ester 2,4-D	197.50	\$5,119.20	2.50	\$81.00	0.00	\$0.00	200.00 gal	\$5,200.20
Escort XP	256.00	\$533.28	0.00	\$0.00	0.00	\$0.00	256.00 oz	\$533.28
Escort XP	1120.00	\$2,269.92	3.00	\$7.20	0.00	\$0.00	1123.00 oz	\$2,277.12
EsplAnade 200 SC	0.00	\$0.00	175.00	\$2,703.78	7.00	\$108.15	182.00 oz	\$2,811.93
Freelexx 4# Choline	0.00	\$0.00	0.50	\$15.68	45.00	\$1,411.20	45.50 gal	\$1,426.88
Frequency	0.00	\$0.00	24.00	\$172.80	0.00	\$0.00	24.00 oz	\$172.80
MAKAZE Herbicide	77.50	\$2,542.00	3.50	\$135.20	57.50	\$2,355.20	138.50 gal	\$5,032.40
Method	0.00	\$0.00	378.00	\$1,190.70	18.00	\$56.70	396.00 oz	\$1,247.40
Pasturegard HL High Lo	57.50	\$5,960.40	0.00	\$0.00	2.50	\$322.80	60.00 gal	\$6,283.20
Piper	0.00	\$0.00	250.00	\$1,367.50	10.00	\$54.70	260.00 oz	\$1,422.20
Plainview SC	0.00	\$0.00	41.75	\$15,070.08	3.50	\$1,263.36	45.25 gal	\$16,333.44
Plateau	0.00	\$0.00	90.00	\$100.80	40.00	\$44.80	130.00 oz	\$145.60
Tordon 22K	197.50	\$8,584.80	126.50	\$7,129.28	41.00	\$2,381.12	365.00 gal	\$18,095.20
Totals		\$33,702.40		\$33,679.30		\$10,621.55		\$78,003.25

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

Riley County Noxious Weed Department

Road Cost Report

Start Date

End Date

01/01/23

12/31/23

Roads	Miles	Noxious Weed Control	Annual Weed Control	Brush Control	Bareground Application	Mowing	Seeding	Brush Removal	Chemical Mowing	Snow Removal	Total Cost	Unit Cost /Mile
362 - Swede Creek Rd	14.78	2129.42			849.22	14730.86	1482.90				19192.40	1298.54
376 - Fancy Creek	12.34	1024.22			1193.83	10345.60					12563.65	1018.12
378 - Green Road	10.67	853.10			1295.53	7691.56	972.42				10812.61	1013.37
380 - Secrest Road	1.68	334.62				1031.80					1366.42	813.35
384 - Walsburg	10.25	1074.56			801.68	7365.89	288.67				9530.80	929.83
388 - Barton Road	4.06	471.82			696.18	4060.02					5228.02	1287.69
390 -University Park Road	3.44	394.97	307.10		132.83	3454.92					4289.82	1247.04
392 - Fairview Church Rd	6.01	463.53			132.83	4846.24	288.67				5731.27	953.62
394 - Mill Creek Rd	1.89	394.97			199.25	1278.34					1872.56	990.77
396 - Stockdale/Riley/Welsh	10.85	1410.48	307.10		1264.34	6917.70					9899.62	912.41
402 - Mill Cove Drive	4.55	457.11			1041.95	2064.24					3563.30	783.14
404 - Barnes Rd	0.99	434.66			216.85	1603.72					2255.23	2278.01
406 - Marlatt Avenue	1.57	434.66	294.31		623.34	4252.42					5604.73	3569.89
408 - Scenic Dr	0.91	388.57			241.03	1106.82					1736.42	1908.15
412 - Anderson Avenue	11.63	740.97			979.13	5357.56					7077.66	608.57
416 - New Skyway Drive	4.90	395.45	139.11		337.02	7994.78					8866.36	1809.46
418 - Stagg Hill Rd	3.22	202.72			1137.39	2563.78					3903.89	1212.39
420 - EurekaDr&WildcatCrkR	8.94	195.84	294.31		491.90	5492.36	558.80				7033.21	786.71
421 - Pillsbury	2.35	853.12			199.25	1817.42	473.87				3343.66	1422.83
422 - Daniels Drive	3.26	1078.99			337.77	3332.08	451.53				5200.37	1595.21
424 - S 33rd/W 32nd/S St	5.60	210.56			695.45	3714.98	235.74				4856.73	867.27
426 - Boller Road	1.09	202.72				919.12	1018.42				2140.26	1963.54
865 - Lasita/May Day/Stanton	6.31	861.60			524.98	2691.40	734.50				4812.48	762.68
873 - Lasita Rd	6.16	936.39			356.37	1749.56					3042.32	493.88
875 - Crooked Crk/Winkler/O	20.67	1837.53	431.52		1858.34	12880.32	132.11				17139.82	829.21
877 - Peach Grove/Union	6.50	1527.06			427.64	3177.72	802.12				5934.54	913.01
883 - Bridge View Hgts	1.40	334.62			132.83	1054.30	188.06				1709.81	1221.29
885 - Keats/Hi-View	5.68	367.87	307.10		215.60	896.48					1787.05	314.62
887 - 68th/RandomWood/69t	4.52	541.86			1270.22	2136.30					3948.38	873.54
889 - W. 62nd Ave	0.49					223.70					223.70	456.53
891 - Blue Ridge Road	1.14	170.70			679.83	403.88					1254.41	

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

Riley County Noxious Weed Department

Road Cost Report

Start Date

End Date

01/01/23

12/31/23

Roads	Miles	Noxious Weed Control	Annual Weed Control	Brush Control	Bareground Application	Mowing	Seeding	Brush Removal	Chemical Mowing	Snow Removal	Total Cost	Unit Cost /Mile
893 - Gard/Senn/Walnut Crk	7.03	798.23			907.08	4980.26	89.68				6775.25	963.76
895 - Blue River Hills/Swede	8.30	1696.44			1001.97	4303.20	179.36				7180.97	865.18
897 - Tuttle Cove/Rose Hill	16.79	887.66			1145.72	6054.40					8087.78	481.70
899 - Charlson Road and W	1.26		139.11								139.11	110.40
901 - McDowell Crk/College	11.13	1754.88			1770.31	15630.45	415.10				19570.74	1758.38
903 - Denison Ave/Henton	5.24	210.56			719.63	1544.57					2474.76	472.28
905 - Casement Road	1.55	434.66			623.34	2253.14					3311.14	2136.22
911 - Deep Creek Rd	9.91	884.57			1160.36	6211.00	362.01				8617.94	869.62
917 - Tabor Valley Rd	6.86	975.66			816.37	6029.94					7821.97	1140.23
Other Ady Addition	0.00					5127.42					5127.42	#Div/0!
Other Kimball/West Bank	0.00					179.36					179.36	#Div/0!
Other Leonardville Yard	0.00		189.92			896.80					1086.72	#Div/0!
Other PW Storage Yard	0.00		2060.80								2060.80	#Div/0!
Total Road Cost	245.92	28367.35	4470.38		26477.36	180366.41	8673.96				248355.46	
Percentage		11.42%	1.80%		10.66%	72.62%	3.49%					

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)

RILEY COUNTY NOXIOUS WEED DEPARTMENT

EQUIPMENT COST REPORT

2023

	Repairs/Parts	Maint Costs	Fuel	Depreciation	Sub Total	Maint No Charge	Expense Total	Income	No Charges	Loss/Gain	2023 USAGE	ODO 12/31/23	Odo12/31/22
STAR WEED & FUEL EQUIP #													
#104 - 2005 Dodge VP			\$70.84		\$70.84		\$70.84			\$ (70.84)	312	163667	163355
#105 - 2017 Ford F550 4x4XL Ryan	\$703.45		\$2,392.03		\$3,095.48	\$2,457.40	\$5,552.88	\$3,093.75	\$10,749.75	\$ 8,290.62	7,385	49595	42210
#107--500 gal J Bean sprayer for TK 118 (VP) Bertra assigned once it was delivered--this was all p				\$3,057.00	\$3,057.00		\$3,057.00			\$ (3,057.00)	-		
#108--2018 Bandit Chipper			\$195.55	\$3,861.00	\$4,056.55		\$4,056.55			\$ (4,056.55)	-		
#109--2018 500g JOHN BEAN SPRAYER	\$ 7.18		\$65.35	\$3,254.00	\$3,326.53	\$178.72	\$3,505.25			\$ (3,505.25)	-		
#110 - 2020 Air compressor				\$90.00	\$90.00		\$90.00			\$ (90.00)	-		
#111 - Wylie Sprayer (Sprayer #5)	64.04			\$875.81	\$939.85		\$939.85			\$ (939.85)	-		
#113 - 2022 Ford F550 4x4 John	\$49.36		\$1,502.52	\$ 4,953.00	\$6,504.88	\$781.90	\$7,286.78	\$756.25	\$2,386.50	\$ (4,144.03)	5,395	10497	5102
#116 - 2013 Ford F250 ExtendCab Justin	\$1,009.96		\$906.60		\$1,916.56		\$1,916.56			\$ (1,916.56)	3,907	43655	39748
#117 - 2013 Ford F250 CrewCab Vaughn	\$0.00		\$1,808.23		\$1,808.23	\$44.68	\$1,852.91	\$95.00	\$4,104.85	\$ 2,346.94	7,925	91603	83678
#118 - 2015 Ford F550 Ryan	\$1,324.48	\$ 478.00	\$1,623.92	\$3,928.00	\$7,354.40	\$1,340.40	\$8,694.80	\$2,928.75	\$8,896.25	\$ 3,130.20	4,269	59504	55235
#119 - 2018 Dodge Ram Mike	\$ 1,629.36		\$2,314.93	\$2,842.00	\$6,786.29	\$ -	\$6,786.29	\$275.00	\$333.00	\$ (6,178.29)	10,536	58098	47562
#401 - 2020 New Holland T6.145 Vaughn	\$5,633.77	\$ 125.00	\$4,350.71	\$7,995.00	\$18,104.48	\$2,278.68	\$20,383.16	\$510.00	\$42,151.50	\$ 22,278.34	612	2368	1,756
#402 - 2012 NH Tractor/pull Mowers Ryan	\$785.32	\$ 120.00	\$1,178.87		\$2,084.19	\$1,563.80	\$3,647.99	\$40.00	\$26,167.50	\$ 22,559.51	361	4544	4,183
#403 2023 John Deere Tractor John	4291.6		\$863.89	\$ 11,300.00	\$16,455.49	357.44	\$16,812.93		\$ 14,130.00	\$ (2,682.93)	132	132	
#406 - 2012 NH TractorSideRearMower	\$46.71		\$2,952.03		\$2,998.74	\$536.16	\$3,534.90		\$18,337.50	\$ 14,802.60	311	4794	4,483
#407 - 2012 NH Loader Tractor VP	\$117.30		\$614.54		\$731.84	\$938.28	\$1,670.12	\$ 80.00	\$3,180.00	\$ 1,589.88	91	1317	1,226
#600 - No Till Drill				\$1,495.00	\$1,495.00		\$1,495.00			\$ (1,495.00)	-		
10' Heavy Duty LandPride Rotary mower				\$ 2,457.81	\$2,457.81		\$2,457.81			\$ (2,457.81)			
704-- HHW trailer owned by Riley Co	\$ 120.60				\$120.60	312.76	\$433.36			\$ (433.36)			
Chainsaws (fuel # 120 121 122)					\$0.00		\$0.00			\$ -	-		
Rental Sprayers (206-209 old style)	\$362.42				\$362.42	\$3,931.84	\$4,294.26	\$ 510.00		\$ (3,784.26)	-		
TOTALS:	\$16,145.55	\$723.00	\$20,840.01	\$46,108.62	\$83,817.18	\$14,722.06	\$98,539.24	\$8,288.75	\$130,436.85	\$40,186.36			

Attachment: 2023 Annual Report (14563 : Annual Noxious Weed Report)



COUNTY APPRAISER'S OFFICE
Staff Update

Anna Burson
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

STAFF REPORT

FROM: Appraiser's Office
MEETING: March 7, 2024
SUBJECT: March 7th Staff Update
PRESENTER: Anna Burson

Enclosures:

- 2024 Valuation Change Summary (PDF)



Riley County Appraiser's Office Staff Update

BOCC March 7th, 2024
Anna Burson

Personal Property & AG Use

- We are processing personal property renditions as they are returned and updating 2024 values on Personal Property. As a reminder per K.S. A. 79-306 the renditions need to be signed and returned to the Appraiser's office prior to March 15th, 2024, to avoid penalties as outlined in K.S.A. 79-1422. This deadline is fast approaching, and we have received just over 50% back so far. The 2024 notice of value for personal property renditions will be mailed by May 1st.
- AG use maps will be mailed to all property owners mid May.

Residential & Commercial

- Residential Appraisers are reviewing sales and scheduling appeals as they are received.
- For 2024 there have been 86 sales recorded to date. Of these sales 74 include residential properties. We have 2,922 parcels due for annual review this year and hope to begin that process soon. We currently have 33 new building permits for 2024 and our ratio considering all unvalidated sales for 2024 valuation is sitting at 97%.
- Commercial Appraiser's are preparing for BOTA, scheduling appeals, reviewing sales, and have begun annual review.
- 2024 Value notices went out Friday February 23rd for all real property in Riley County. Property owners have until March 25th to request a valuation appeal.
- If you are considering an appeal and need information, please remember to call our appeal line at 785-537-6316.

BOTA - OPEN

2/28/2024

DOCKET	PARCEL NUMBER	QR#	YEAR	PROPERTY OWNER	BUSINESS NAME/SITE	COUNTY VALUE	FINAL	TAXPAYER VALUE	SCHEDULED
2024-403-PR	081-177-35-0-00-04-001.00-0	R5761	2023	MASTER TEACHER, THE	MASTER TEACHER, THE	\$137,560	\$68,780	\$68,780	TBA
2023-2524-EQ	081-189-31-0-00-00-007.00-0	R6092	2023	COLONIAL GARDENS LLC (3050 TCB)	COLONIAL GARDENS MHP OFFICE	\$407,900		?	TUESDAY, SEPTEMBER 17, 2024 @9:00 AM FOR 2 HOURS
2023-2523-EQ	081-189-31-0-00-00-010.00-0	R6096	2023	COLONIAL GARDENS LLC (3000 TCB)	COLONIAL GARDENS	\$8,856,630		\$8,327,504	TUESDAY, SEPTEMBER 17, 2024 @9:00 AM FOR 2 HOURS
2023-2525-EQ	081-189-31-0-00-00-017.01-0	R6104	2023	COLONIAL GARDENS LLC (0000 E MARLATT)	COLONIAL GARDENS - VACANT	\$1,870		?	TUESDAY, SEPTEMBER 17, 2024 @9:00 AM FOR 2 HOURS
2023-2526-EQ	081-203-06-2-70-18-001.00-0	R7912	2023	BLUE VALLEY MHC LLC	BLUE VALLEY MHC LLC	\$4,239,320		\$3,825,000	TUESDAY, SEPTEMBER 17, 2024 @11:00 AM FOR 1 HOUR
2023-2441-EQ	081-203-07-2-20-09-003.00-0	R8759	2023	SUNFLOWER BANK	SUNFLOWER BANK	\$4,626,910		\$2,313,455	TUESDAY, JUNE 18, 2024 @ 3:30 FOR ONE HOUR IN TOPEKA
2020-6179-PR	081-203-07-2-80-01-001.02-0	R9273	2019	BJS, INC	IHOP	\$1,974,000		\$1,000,000	MONDAY, JULY 22, 2024 @ 1:30 PM FOR 2 HOURS IN TOPEKA
2020-6180-EQ	081-203-07-2-80-01-001.02-0	R9273	2020	BJS, INC	IHOP	\$1,974,000		\$1,482,207	MONDAY, JULY 22, 2024 @ 1:30 PM FOR 2 HOURS IN TOPEKA
2021-1105-EQ	081-203-07-2-80-01-001.02-0	R9273	2021	BJS, INC	IHOP	\$1,974,000		\$1,300,000	MONDAY, JULY 22, 2024 @ 1:30 PM FOR 2 HOURS IN TOPEKA
2020-1714-EQ	081-204-18-2-10-18-001.00-0	R9845	2020	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$2,100,000		\$1,365,000	TUESDAY, JULY 2, 2024 @ 1:30 PM FOR A HALF DAY IN TOPEKA
2021-5574-EQ	081-204-18-2-10-18-001.00-0	R9845	2021	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,770,000		\$1,150,500	TUESDAY, JULY 2, 2024 @ 1:30 PM FOR A HALF DAY IN TOPEKA
2022-1386-EQ	081-204-18-2-10-18-001.00-0	R9845	2022	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,670,000		1463240	TUESDAY, JULY 2, 2024 @ 1:30 PM FOR A HALF DAY IN TOPEKA
2023-1154-EQ	081-204-18-2-10-18-001.00-0	R9845	2023	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,570,000		\$1,402,794	TUESDAY, JULY 2, 2024 @ 1:30 PM FOR A HALF DAY IN TOPEKA
2020-1099-EQ	081-204-18-2-10-18-001.01-0	R9846	2020	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$133,660		?	CONTINUED
2021-1437-EQ	081-204-18-2-10-18-001.01-0	R9846	2021	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,910		prior year value	CONTINUED
2022-2165-EQ	081-204-18-2-10-18-001.01-0	R9846	2022	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,040		?	CONTINUED
2023-1916-EQ	081-204-18-2-10-18-001.01-0	R9846	2023	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$139,920		?	TBA
2020-1097-EQ	081-204-18-2-10-18-002.00-0	R9847	2020	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,398,740		?	CONTINUED
2021-1435-EQ	081-204-18-2-10-18-002.00-0	R9847	2021	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,478,940		prior year value	CONTINUED
2022-2164-EQ	081-204-18-2-10-18-002.00-0	R9847	2022	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,480,660		?	CONTINUED
2023-1914-EQ	081-204-18-2-10-18-002.00-0	R9847	2023	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,479,080		?	TBA
2020-1098-EQ	081-204-18-2-10-18-011.00-0	R9848	2020	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$119,500		?	CONTINUED
2021-1436-EQ	081-204-18-2-10-18-011.00-0	R9848	2021	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,850		prior year value	CONTINUED
2022-2166-EQ	081-204-18-2-10-18-011.00-0	R9848	2022	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,000		?	CONTINUED
2023-1915-EQ	081-204-18-2-10-18-011.00-0	R9848	2023	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$125,850		?	TBA
2023-2431-EQ	081-204-18-2-10-20-001.00-0	R9850	2023	HY-VEE INC	HY-VEE-STORE	\$7,605,800		\$3,802,900	STIPULATED
	081-204-18-2-10-20-011.00-0	R9863	2023	HY-VEE INC	HY-VEE GAS STATION	\$1,114,600		\$557,300	TBA
2021-285-PR	081-204-18-2-10-20-004.02-0	R9855	2020	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,375,000		\$1,114,370	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2021-5575-EQ	081-204-18-2-10-20-004.02-0	R9855	2021	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,160,000		\$1,114,370	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2022-1387-EQ	081-204-18-2-10-20-004.02-0	R9855	2022	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,090,000		?	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2023-1155-EQ	081-204-18-2-10-20-004.02-0	R9855	2023	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,029,000		\$984,227	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2020-1713-EQ	081-204-18-2-10-20-005.00-0	R9857	2020	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,585,000		?	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2021-2046-EQ	081-204-18-2-10-20-005.00-0	R9857	2021	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,125,000		\$3,415,016	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2022-1385-EQ	081-204-18-2-10-20-005.00-0	R9857	2022	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,015,000		\$3,415,016	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2023-1153-EQ	081-204-18-2-10-20-005.00-0	R9857	2023	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$3,785,000		\$3,278,465	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2020-1715-EQ	081-204-18-2-10-20-013.00-0	R302812	2020	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$745,000		\$484,250	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2021-5576-EQ	081-204-18-2-10-20-013.00-0	R302812	2021	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$630,000		\$478,968	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2022-1388-EQ	081-204-18-2-10-20-013.00-0	R302812	2022	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$380,000		\$190,000	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2023-1156-EQ	081-204-18-2-10-20-013.00-0	R302812	2023	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$255,000		?	JULY 2ND 1:30 1/2 DAY IN TOPEKA
2021-1662-EQ	081-204-18-2-30-03-004.00-0	R10629	2021	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$3,820,400		\$2,060,000	JULY 2ND 11:00 1 HOUR IN TOPEKA
2022-2163-EQ	081-204-18-2-30-03-004.00-0	R10629	2022	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$4,011,420		\$3,630,000	JULY 2ND 11:00 1 HOUR IN TOPEKA
2024-402-PR	081-211-02-0-00-00-001.00-0	R13450	2023	MASTER TEACHER, THE	MASTER TEACHER, THE	\$2,855,840	\$1,427,920	\$1,427,920	TBA
2020-1749-EQ	081-211-11-0-40-13-003.00-0	R15610	2020	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,914,700		\$17,790,000	JULY 2ND 9:00 2 HOURS IN TOPEKA
2021-1660-EQ	081-211-11-0-40-13-003.00-0	R15610	2021	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,833,000		\$21,160,000	JULY 2ND 9:00 2 HOURS IN TOPEKA
2022-2172-EQ	081-211-11-0-40-13-003.00-0	R15610	2022	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$23,790,490		\$22,550,000	JULY 2ND 9:00 2 HOURS IN TOPEKA
2023-1157-EQ	081-211-11-0-40-13-003.00-0	R15610	2023	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$23,790,490		\$22,070,000	JULY 2ND 9:00 2 HOURS IN TOPEKA

Attachment: 2024 Valuation Change Summary (14555 : Appraiser's Office Staff Report)

BOTA - OPEN									
2/28/2024									
2023-2450-EQ	081-211-12-0-020-01-027.02-0	R15648	2023	MERCY REGIONAL HEALTH CNTR INC	VIA CHRISTI HOPSITAL	\$8,644,170		\$4,322,085	TUESDAY, SEPTEMBER 17, 2024 @1:30 PM FOR 2 HOURS
	081-211-12-0-20-01-001.00-0	R15620	2023	MERCY REGIONAL HEALTH CNTR INC	VACANT LOT NEXT TO HOSPITAL	\$779,150		\$389,575	TBA (CANCELLED INFORMAL) EXEMPT PARCEL
2023-2451-EQ	081-211-12-0-20-01-027.01-0	R15647	2023	MERCY HEALTH CENTER OF MANHATTAN	MHTTN SURGICAL HOSPITAL	\$6,176,700		\$3,089,350	TUESDAY, SEPTEMBER 17, 2024 @ 1:30 PM FOR 2 HOURS
2023-2352-EQ	081-211-12-0-30-01-008.01-0	R16064	2023	FOUNDERS HILL APARTMETNS LLC	FOUNDERS HILL APARTMETNS LLC	\$15,086,080		\$13,500,000	MONDAY, JULY 22, 2024 @ 11:00 AM FOR 1 HOUR IN TOPEKA
2020-915-EQ	081-211-12-0-30-11-004.01.0	R16204	2020	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,715,200		?	CONTINUED
2021-1439-EQ	081-211-12-0-30-11-004.01-0	R16204	2021	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400		prior year value	CONTINUED
2022-2155-EQ	081-211-12-0-30-11-004.01-0	R16204	2022	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400		?	CONTINUED
2023-2296-EQ	081-211-12-0-30-11-004.01-0	R16204	2023	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400			TBA
2023-2351-EQ	081-211-12-0-40-08-004.00-0	R16397	2023	CHASE MANHATTAN APARTMENTS LLC	CHASE MANHATTAN APARTMENTS LLC	\$12,473,850		\$11,400,000	MONDAY, JULY 22, 2024 @ 10:00 AM FOR 1 HOUR IN TOPEKA
2023-7746-EQ	081-212-03-0-10-05-015.00-0	R16689	2023	OPAT, STEVEN I & MARIA E	(RESIDENTIAL PROPERTY)	\$385,570		\$345,000	MONDAY, APRIL 8, 2024 @11:00 AM FOR 30 MINUTES IN TOPEKA
2023-7258-EQ	081-212-04-0-40-05-006.00-0	R307908	2023	BREILING, KURT JOHN	(RESIDENTIAL PROPERTY)	\$867,530		\$727,000	MONDAY, APRIL 8, 2024 @11:30 AM FOR 30 MINUTES IN TOPEKA
2022-5112-EQ	081-216-14-0-10-03-006.02-0	R19739	2022	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,220,060		\$272,021	TUESDAY, JUNE 18, 2024 @ 9:00 FOR A HALF DAY IN TOPEKA
2023-1869-EQ	081-216-14-0-10-03-006.02-0	R19739	2023	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,270,180		\$200,000	TUESDAY, JUNE 18, 2024 @ 9:00 FOR A HALF DAY IN TOPEKA
2023-2393-EQ	081-216-23-0-10-08-001.00-0	R20575	2023	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$8,152,300		\$4,076,150	FRIDAY, SEPTEMBER 6, 2024, @9:00 AM FOR 1 HOUR IN TOPEKA
2020-1525-EQ	081-216-24-0-20-01-002.00-0	R21281	2020	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000		\$4,070,000	DECISION PENDING briefs must be filed by March 1st
2021-2023-EQ	081-216-24-0-20-01-002.00-0	R21281	2021	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000		\$4,070,000	DECISION PENDING briefs must be filed by March 1st
2022-1355-EQ	081-216-24-0-20-01-002.00-0	R21281	2022	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000		\$4,070,000	DECISION PENDING briefs must be filed by March 1st
2020-914-EQ	081-216-24-0-20-02-001.00-0	R21288	2020	TARGET CORPORATION	TARGET	\$9,850,000		?	MONDAY & TUESDAY OCTOBER 28 & 29 2024 @ 9:00 AM
2021-1440-EQ	081-216-24-0-20-02-001.00-0	R21288	2021	TARGET CORPORATION	TARGET	\$9,700,000		prior year value	MONDAY & TUESDAY OCTOBER 28 & 29 2024 @ 9:00 AM
2022-2157-EQ	081-216-24-0-20-02-001.00-0	R21288	2022	TARGET CORPORATION	TARGET	\$9,700,000		?	MONDAY & TUESDAY OCTOBER 28 & 29 2024 @ 9:00 AM
2023-2295-EQ	081-216-24-0-20-02-001.00-0	R21288	2023	TARGET CORPORATION	TARGET	\$9,700,000		?	MONDAY & TUESDAY OCTOBER 28 & 29 2024 @ 9:00 AM
Total County Value in Question						\$304,723,510			

Attachment: 2024 Valuation Change Summary (14555 : Appraiser's Office Staff Report)

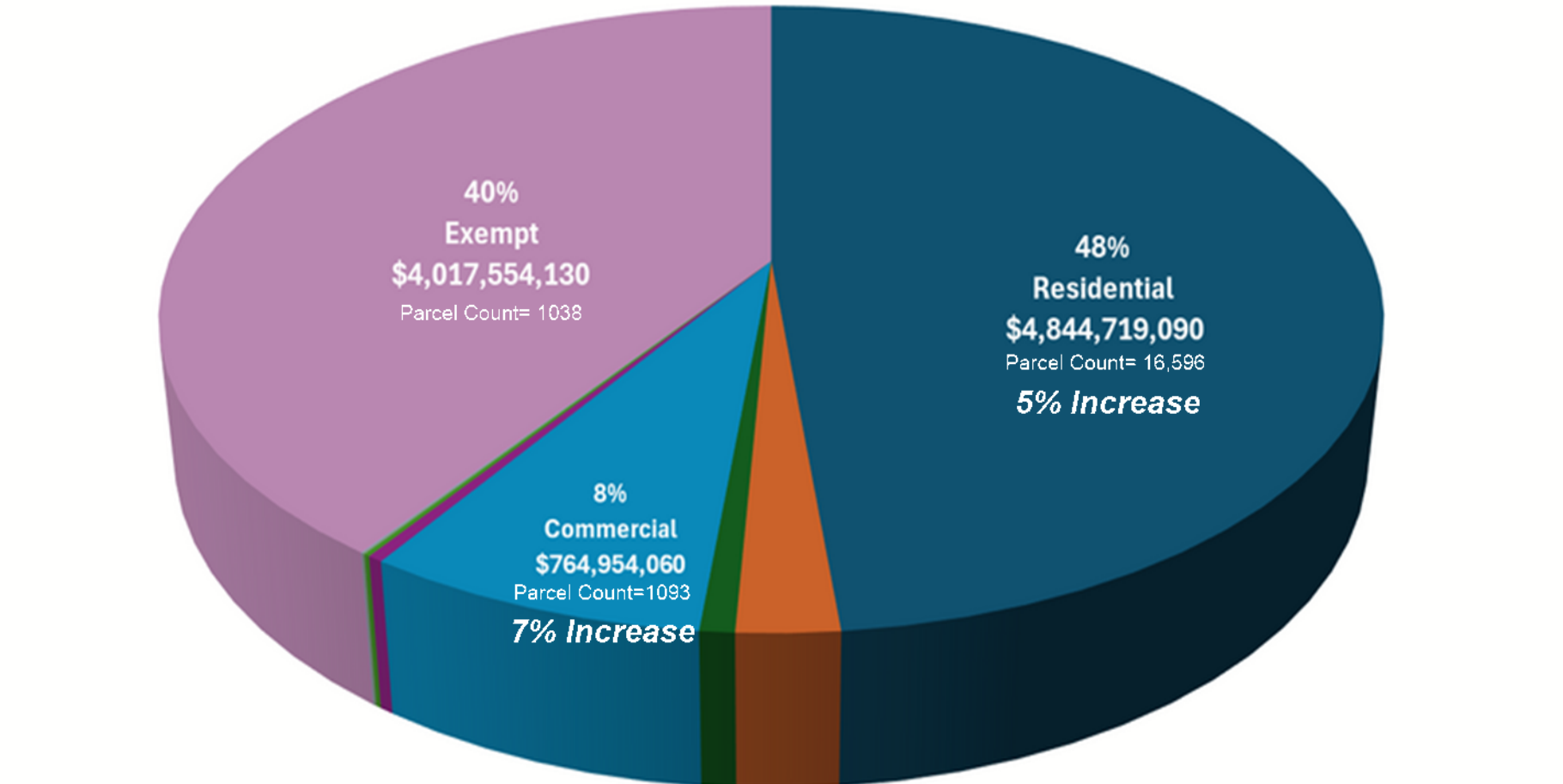
The Chart represents the percentage of Riley County total valuation by property class.

Riley County 2024 Valuation Summary

Total Valuation= \$9,991,396,910

Parcel Count = 24,816

3% Increase

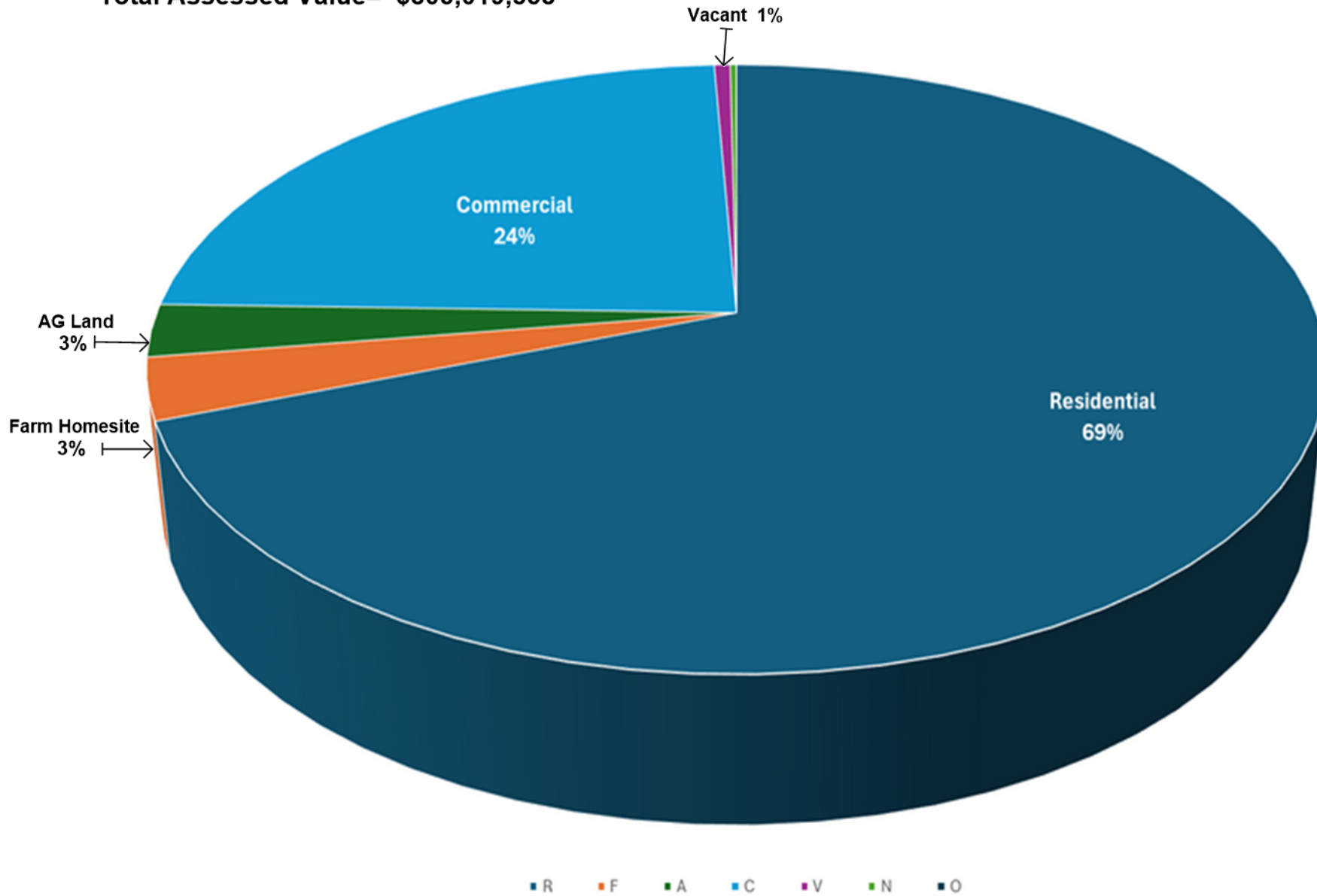


R F A C V N O U EI EIC E
Farm Homesite **AG**
 \$228,725,850 \$77,815,110
 Count=913 Count=3770
13% Increase **-7% Decrease**
Vacant
 \$34,793,050
 Count= 2494
-3% Decrease
Not For Profit
 \$13,442,100
 Count= 24

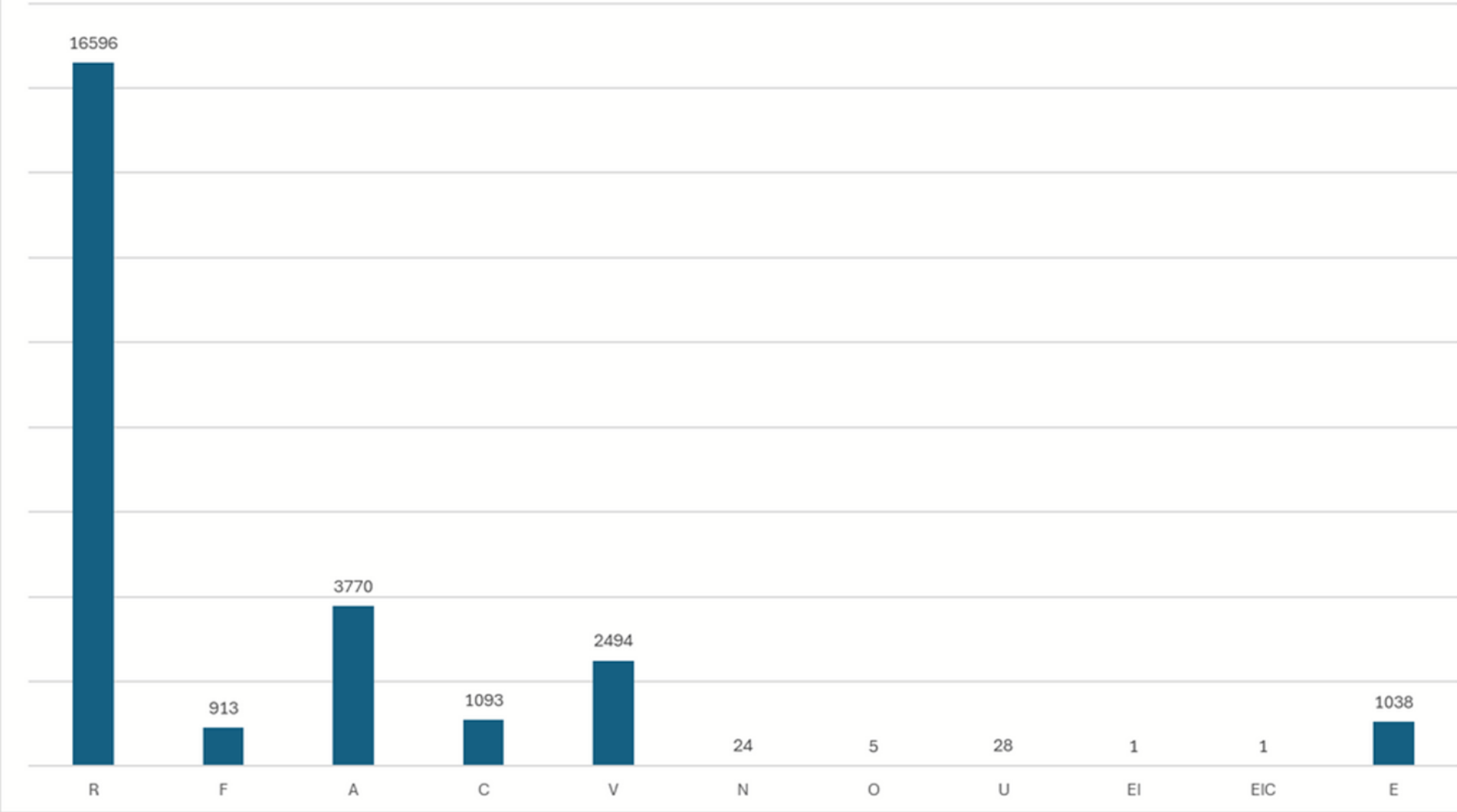
*Increase on this chart includes new construction

Riley County 2024 Assessed Valuation Summary

Total Assessed Value= \$803,019,538



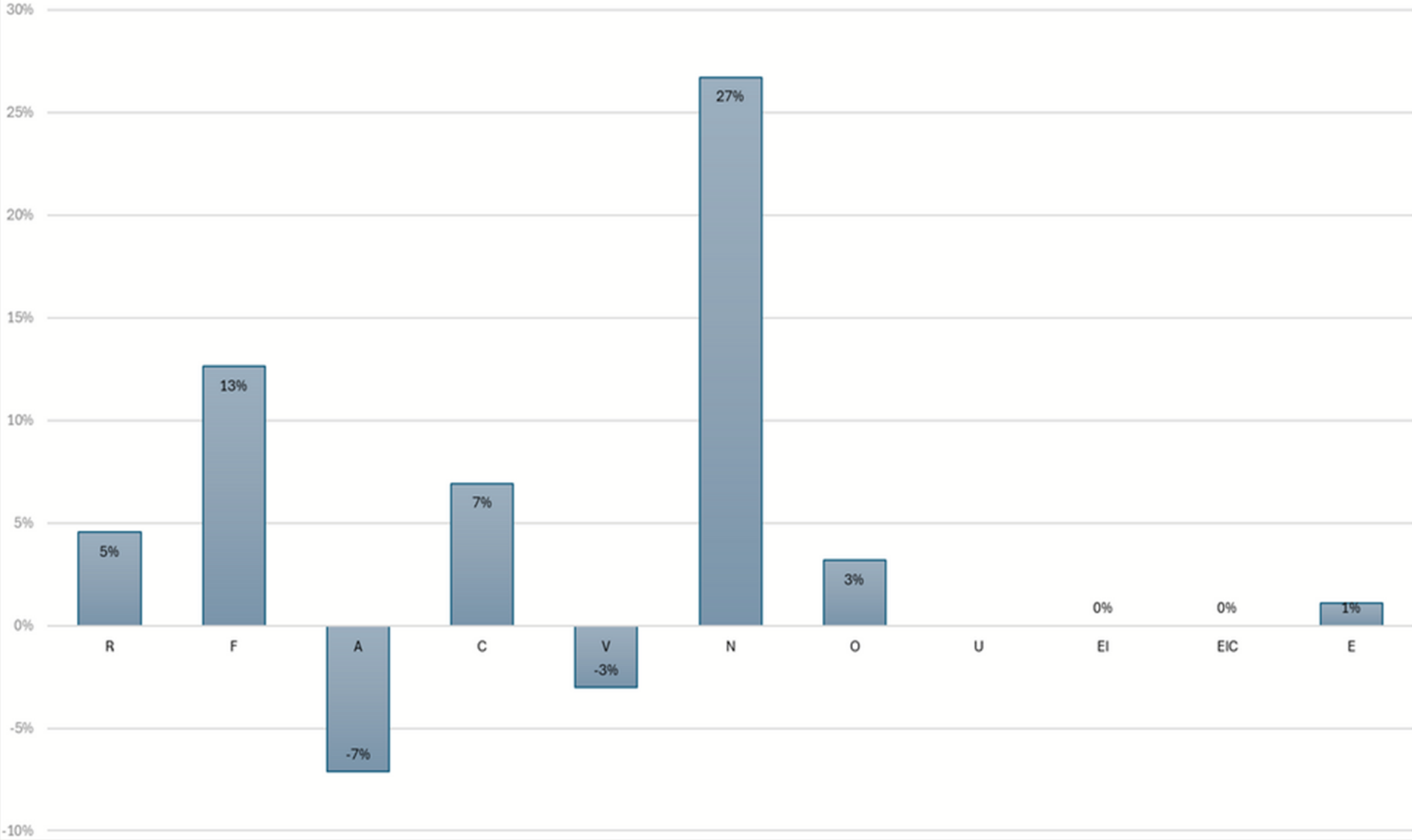
Riley County 2024 Valuation Summary



Parcel Count = 24,816

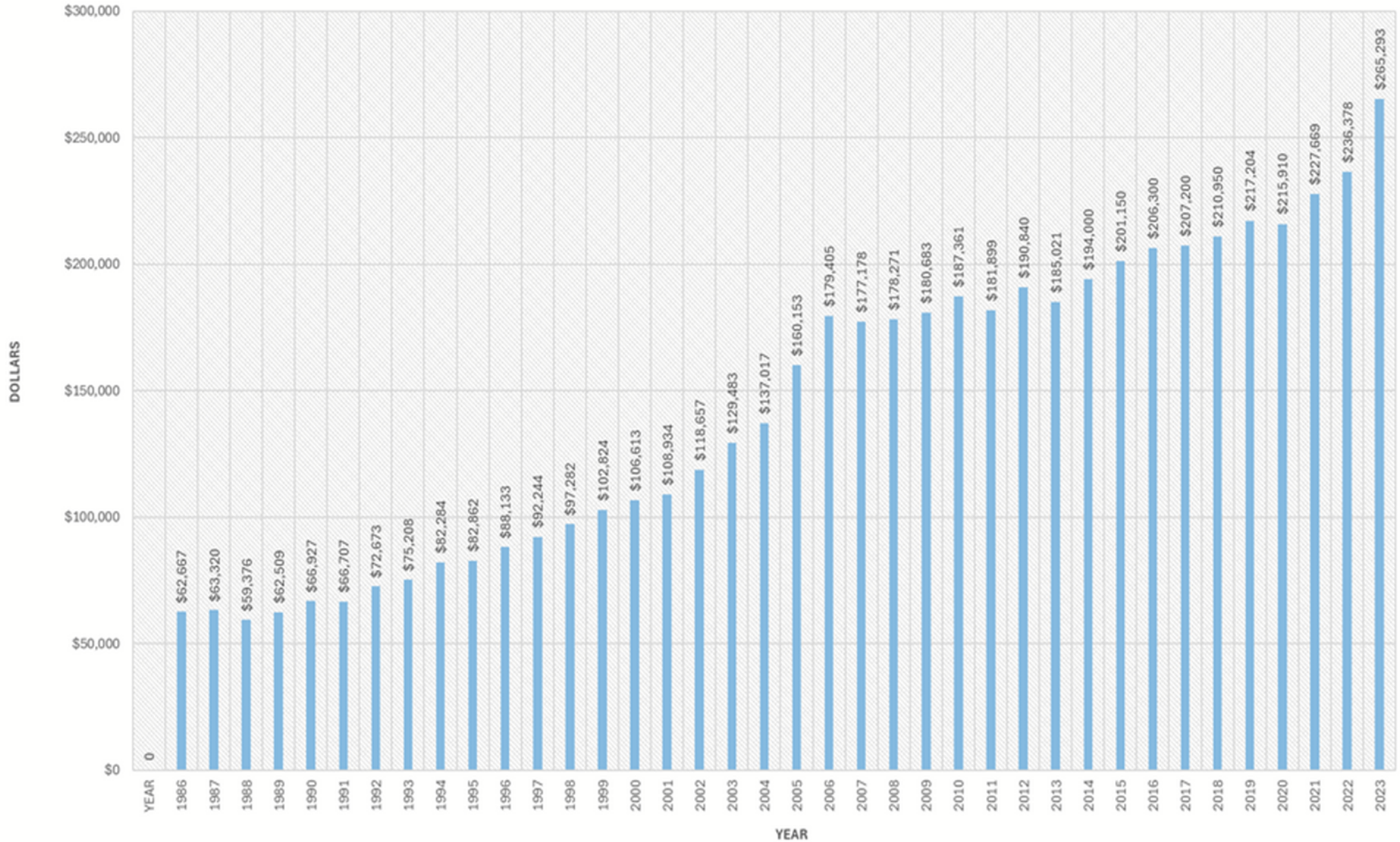
Attachment: 2024 Valuation Change Summary (14555 : Appraiser's Office Staff Report)

2023 vs. 2024 Appraised Value Change



**Increase on this chart includes new construction*

Riley County Average Sale Price by Tax Year





COUNTY CLERK & ELECTIONS
Budget

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

COMMISSION AGENDA REPORT

FROM: Brittany Phillips, Budget and Finance Officer

MEETING: March 7, 2024

SUBJECT: 2025 Budget Calendar and Baseline

PRESENTER: Brittany Phillips, Budget and Finance Officer

BACKGROUND

A draft of the 2025 Budget Calendar is attached for input, discussion and approval. In addition, I have listed the Budget Baselines from the past 10 budget cycles for your review to determine the 2025 Budget Baseline.

2023

All budgets were requested to only be for need and that departments need to be aware of current economic conditions and tax sentiment of the public.

2022

All budgets were requested to only be for needs and that departments need to be aware of the current economic conditions and tax sentiment of the public.

2021

All budgets were requested to be frozen or reduced. Non-essential purchases were not to be included. Only critical, essential, and emergency purchase should be part of the budget. Do not include requests for new personnel positions. Do not include strategic planning requests. Further adjustments may be requested as deemed necessary.

2015-2020

Present budgets reflecting statutory requirements and business needs as well as the costs to implement each department's five-year strategic plan.

2014

Present budgets reflecting their statutory requirements and 2014 business needs.

RECOMMENDATION(S)

It is my recommendation to approve the 2025 budget calendar and establish a 2025 budget baseline.

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:

- 2025 Budget Calendar (PDF)



Riley County 2025 Internal Budget Calendar

Date	Activity
March 7th	Present 2025 Budget Calendar to Commission and Board establish 2025 budget baseline.
March 8th	Distribute 2025 budget calendar to department heads for review at the Department Head meeting.
March 11th	Budget and Finance Officer to formulate 2025 budget baseline estimates as applicable.
March 14	HR Manager to forward preliminary personnel reports to departments for verification. CPI-U for December annual from Bureau of Labor Statistics included in reports as guideline.
On or before March 20	Budget & Finance Officer sends letters to outside entities/agencies for appropriation requests.
March 22	Departments submit preliminary personnel reports to HR Manager & Budget & Finance Officer.
April 4	2024 Rev/Exp Budget Request Forms distributed to depts/funds w/personnel numbers & budget baseline estimates.
On or before April 22	Outside agency appropriation requests due to Budget and Finance Officer
On or before April 29	Departmental revenue and expenditure budget requests due to Budget and Finance Officer. Benefit district and special fund budgets due to Budget & Finance Officer. Revenue estimates received from the County Treasurer.
May 6, 9, 13 & 16	Meetings between Commissioners and agencies/entities requesting appropriations. Meetings between Commissioners and Department Heads to discuss budget requests.
May 21, 28	Budget & Planning Committee to discuss compiled budget information.
June 1 (Statute)	Real Estate, Personal Property, Utilities, 16/20 M Vehicles, and Oil & Gas valuations certified.
June 12	Value of 1 Mill and Revenue Neutral Rate established for all taxing subdivisions and distributed by County Clerk.
June 13	Preliminary budgets are distributed to BOCC. 2025 COLA presentation included for consideration by BOCC.
June 14 - July 3	Budget & Planning Committee & Commission budget work sessions. Department Heads review final proposed budgets with Commission as necessary.
July 11	Commissioners approve auditor review of county budgets
July 15	Budget documents are finalized and sent to auditor for review
July 18	Final day to notify County Clerk of intent to levy above RNR Present Final Proposed Budget & Notice of Budget Hearing and Intent to Exceed RNR to Commissioners
on or before Aug 10	Clerk sends information to taxpayers of intent to exceed RNR
Aug 12	Send Notice of Hearing to the Manhattan Mercury
Sept 5	2025 Budget - Public Hearing and RNR Hearing
October 1	Adopted budget due to County clerk (intent to exceed RNR)--Resolution passed between Aug. 20-Sept. 20

Attachment: 2025 Budget Calendar [Revision 2] (14439 : 2025 Budget Calendar and Baseline)



PLANNING & DEVELOPMENT
Staff Update

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

STAFF REPORT

FROM: Amanda Webb, Planning Director

MEETING: March 7, 2024

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Webb, Planning Director

Enclosures:

- February PD Update (PDF)
- Staff Update (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: March 7, 2024

To: Riley County Board of County Commissioners

From: Amanda Webb, Planning & Special Projects Director

Re: Planning & Development February 2024 Staff Report

Keats Sewer Benefit District

- The USDA required Environmental Assessment is ongoing. We will begin the Cultural Resources Survey as soon as we receive confirmation from the state.
- On site geotechnical evaluation complete. Results should be available by the end of March.
- County entered into an option agreement for the land adjacent to Keats Park to perform the necessary soil testing. The actual purchase (transfer of ownership) will only occur if the testing outcomes and funding options for the project come back favorable.
- We await award notification from the Kansas Water Office for the Technical Assistance grant and the Infrastructure grant.
- We continue to seek additional funding opportunities.
- Residents have started their own community webpage for the sewer district.

Comprehensive Plan update:

- The survey ended on December 1 with over 680 responses. All input received is located on the Comprehensive Plan Update webpage at www.rileycountyks.gov/plan. There are still plenty of opportunities for public input!
- The full committee reconvened on February 13. At this meeting, subcommittee leads provided updates on group meetings, draft language they're considering, and status. I provided an overall project update as well as outlined tentative next steps.
- For those that aren't part of a subcommittee, or those that haven't been able to meet or regularly attend subcommittee meetings, I've given simple instructions on how to provide input.
- We will start to draft language that will be available for public review (and comment) tentatively in April.
- Scheduled biweekly meetings with Vivienne for public outreach.
- Compiling scope of work/costs again for consultant services. Once I have enough background information, I will bring to the BOCC for further discussion and allocation of funds.

Other:

- Jeffery Jones, owner of TDJ Stables Mobile Home Park, applied for an environmental health variance as the existing lateral fields are on neighboring property owned by the BOCC. The Hearing Officer recommended approval after the hearing on February 8, 2024. The BOCC heard the request at their February 22, 2024 meeting and approved the variance.

- There are several Land Development Regulation amendments we will work through this year. Staff has prioritized items to address and created a corresponding calendar for both the Riley County Planning Board and the Manhattan Urban Area Planning Board. All final decisions will be made by the BOCC.
- Shared my experience with the Flint Hills Regional Leadership Program with the BOCC and received my completion plaque.
- I met with a KSU graduate planning program student to discuss planning in general and shadowing opportunities.
- The Kansas Department of Commerce, in cooperation with the Flint Hills Regional Council, held a CDBG (Community Development Block Grant) roadshow in Junction City on February 1 where they outlined all the different programs available.

Solid Waste Management Committee:

- The state-mandated 5-year Solid Waste Management Plan update is due in May 2024. The committee has broken into groups by chapter (area of interest/expertise).
- The full committee met on February 27. Group leads provided updates as to their proposed changes and discussions.
- Groups continue to meet and work through language. We will reconvene the full committee at the end of March.

NG911 committee

- Committee met on February 9.
- EM/EMS/911 is reviewing the list to determine the next road priority.

Current Planning:

- At their February 12, 2024 meeting, RCPB:
 - Approved the request of Roger & Cynthia Erichsen Trust to receive a Residential Use Designator – Extraneous Farmstead and concurrent plat of Stone House Subdivision. BOCC subsequently approved the request at their February 22, 2024 meeting.
 - Approved the request of Peter Nelson to plat two unplatted tracts into a single lot. BOCC subsequently approved the request at their February 22, 2024 meeting.
 - Approved the request of Dane Boyd and Kimberly Ewing to rezone three unplatted tracts of land from SF-1 (Residential) to AG (Agricultural). BOCC subsequently approved the request at their February 29, 2024 meeting.
 - Received a Comprehensive Plan Update report.
- At the February 8, 2024 meeting, MUAPB:
 - Approved the request of Bruce Johnson and Genevieve Baudoin to replat lots 21, 22, and 23, and part of lot 29 in Pride Subdivision into one (1) lot. BOCC subsequently approved the request at their February 22, 2024 meeting.
- At their March 11, 2024 meeting, RCPB will:
 - Hold a public hearing to consider the request of Danielle Maple to replat Lots 288, 289, 290, and 291 of Additional No. 1 to University Park into one (1) lot. The BOCC will hear the request at a subsequent meeting.
 - Receive a Comprehensive Plan Update report.
 - Discuss Land Development Regulation (LDR) proposed amendments.
- At their March 28, 2024 meeting, MUAPB will:
 - Discuss Land Development Regulation (LDR) proposed amendments.
 - Receive a Comprehensive Plan Update report.
- Two pre-application meetings held:
 - Replat
 - Plat/rezone

Battery recycling educational program:

- There are many stickers and flyers still available for distribution. Anyone is welcome to pick up stickers and/or flyers. We are always looking for volunteers to help get stickers on trash totes.
- Website: <https://www.rileycountyks.gov/2024/Battery-Recycling>
- We plan to reenergize this program after the completion of the 5-year plan update.

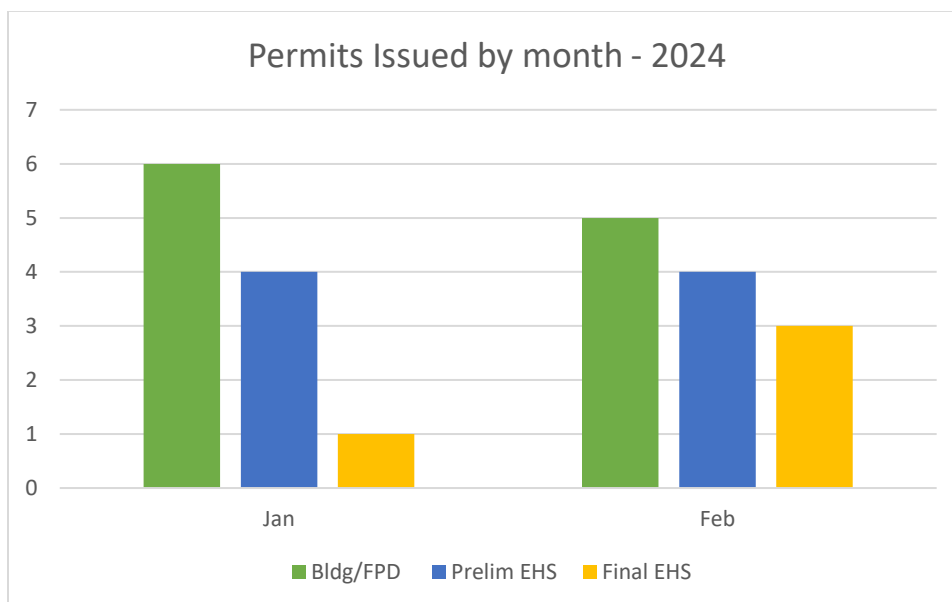
New permit software implementation:

- GovBuilt is Planning & Development's new permit software program. It is fully online and can be found here: <https://rileycountyks.govbuilt.com/>. All permitting can be done online, but people can still submit paper copies and pay over the counter here in our office.
- P&D staff continue to work with GovBuilt to tailor the system to our needs.

Also attended/participated in:

- KAC legislative liaison zoom calls
- Legal roundtable
- Grants discussions w/ Witt O'Briens
- Employee training committee
- Department Head meeting
- Budget & Planning committee
- KS Assoc. of County Planning & Zoning Officials (KACPZO) – serving as treasurer
- Joint city/county meeting
- Downtown Manhattan Inc.
- Flint Hills Wellness Coalition - housing workgroup
- EM/PD/PW coordination meeting

February 2024 permits issued:	
Building/Sign permits:	5
Floodplain development permits:	0
Environmental Health Permits (Preliminary Approval)	4
Environmental Health Permits (Final/Use)	3



Planning and Development
Staff Update
February 28, 2024

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Long Range Planning						
Comprehensive Plan Update	Amanda Webb & Bob Isaac	Vision 2025 adopted in October 2009 and is need of an update. Held committee kickoff meeting, created survey, issued RFQ with no responses. Community meetings complete. Survey closes December 1. Year to date report to BOCC on December 18th. Presented at community meeting in Leonardville on January 17th. Full committee reconvened on February 13th.	Monthly BOCC updates on going. Sub committee meetings ongoing.	11/1/2021		12/31/2024
Keats Sewer District	Amanda Webb & EHS staff	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Held public meetings on March 9th and Sept 20th. BOCC approved amended agreement BG Consultants to evaluate lagoon option. Submitted USDA Application. Submitted KWO grant application in December.	Working on the environmental assessment required per USDA.	11/1/2014		6/30/2024
NG911 - Private Road Naming	Amanda Webb & Lisa Daily	NG911 Committee meeting scheduled for 2/13/2023 to discuss property owners on Boller Road using wrong numbers for their address. Discussed a property owner who applied for a building permit in which there are two tracts of land involved. Driveway is one tract and there the proposed building will be on the other tract which will create a private road. Planning & Development is to contact the property to start the process for the private road name and will assess the \$100.00 road name fee. Property owner decided to look to build elsewhere. Emergency Responders on NG911 Committee agreed to common sense exception and to address the Ashland fire station off of McDowell Creek Road. NG911 meeting was held and the committee agreed for GIS to contact property owners to approve the use of the 12865 and 12869 Boller Rd. Committee met 2/9/2024.	Emergency services to reevaluate the list. Schedule next meeting.	8/1/2015		3/1/2024
Develop Riley County - historic land use changes in Wildcat Creek Watershed	Darrin Hobbs	Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.	Present report to all participating entities.	6/1/2020		12/31/2024
Solid Waste Management Plan	Amanda Webb	Five year update due May 14, 2024. Subcommittees are meeting.	Next meeting March 28, 2024.	11/1/2023		5/14/2024
Regulations						
Land Development Regulation Amendments	Amanda Webb & Bob Isaac	Staff is organizing specific amendments and arranging discussions with planning boards.	First round discussions with RCPB March 11, 2024.	1/1/2024		12/31/2024
Grants						
Keats Sewer District	Amanda Webb	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Held public meetings on March 9th and Sept 20th. BOCC approved amended agreement BG Consultants to evaluate lagoon option. Submitted USDA Application. Submitted KWO grant application in December.	Working on the environmental assessment required per USDA.	TBD		6/30/2024
Local Environmental Protection Program (LEPP)	Amanda Webb	KDHE grant for low income property owners to repair or replacement private wastewater systems. Grant period July 1, 2024 through June 30, 2025. Submitted grant application.	Waiting to hear from KDHE on award.	1/1/2024		6/30/2025
Current Planning						
Wilkerson-Schlegal - Replat	Bob Isaac	RCPB and BOCC hearings conducted.	File plat.	6/30/2023		6/1/2024
Erichsen - RUD & Plat	Bob Isaac	RCPB 1/8/2024 meeting cancelled due to inclement weather. Hearing moved to 2/12/2024 meeting. RCPB and BOCC approved.	Waiting to file plat.	11/17/2023		3/15/2024
Nelson - Plat	Bob Isaac	RCPB 1/8/2024 meeting cancelled due to inclement weather. Hearing moved to 2/12/2024 meeting. RCPB and BOCC approved.	Property owner to sign and file plat.	9/15/2023		3/30/2024
Baudoin - Replat	Bob Isaac	NOPH published. MUAPB and BOCC approved.	Plat filed and project closed.	12/27/2023		2/27/2024
Boyd - Rezoning	Bob Isaac	NOPH published. RCPB approved.	Conduct BOCC public hearing.	12/28/2023		2/29/2024
Maple - Replat	Bob Isaac	Application received. NOPH published and 1000' property owners notified.	Conduct RCPB public hearing.	12/29/2023		3/11/2024
Hood - Replat	Bob Isaac	Application received.	Process application. RCPB	12/18/2023		4/8/2024
Evergy - Special Use	Bob Isaac	Application received.	Process application. RCPB	2/28/2024		4/8/2024
Fajen - Plat & Rezone	Bob Isaac	Application received.	Process application. RCPB	2/26/2024		4/8/2024
Permits						
21-0146-MRWW Worrel	Ben Hamill & Shelly Woodard	Application received and inspection completed. Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received. Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Sanitary Code Violation 21-0038.	Sent a letter on April 12, 2023 requesting they call to set up appointment. To date, no response from Worrell's.	7/8/2021		1/15/2024
21-0185-ADGR Myers & Maupin (shed)	Darrin Hobbs	Inspections completed, determined a variance is required. Bob and Darrin contacted property owner. Followed up with Mr. Maupin and advised him to visit the Planner, Bob Isaac. Property owner to date has not contacted the Planner.	Send violation notice.	8/23/2021		4/15/2024
22-010-ACC Meader	Darrin Hobbs & Ben Hamill	Application received and processed.	Property owner to provide construction plans to determine use of building. I have contacted the owner and he hasn't presented plans yet.	11/4/2022		4/15/2024
23-008-ACC Klein (15120 Green Randolph Rd)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped.	Waiting on pumping report. I have contacted the owner and have not received pumping report or a plan of action yet.	4/13/2023		4/15/2024
23-009-ACC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed. Property owner has applied for floodplain development permit.	Property owner needs to raise structure 1 additional foot, and submit updated elevation certificate. I have spoken to the property owner regarding this and he is aware.	4/21/2023		4/15/2024
23-022-MISC Reasoner (2961 Keats Ave)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped. Waiting on pumping report. Ben has called and left message for property owner. Property owner has not returned call.	Proceed with Sanitary Code violation. Friendly letter sent 12/6/23.	9/15/2023		4/1/2024
23-026-MISC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed.	Site inspection completed. Structure is a dog house. Looking into FP stuff. Needs to wetproof.	10/20/2023		4/1/2024
23-050-ACC Connet (3761 Akin Rd)	Darrin Hobbs & Ben Hamill	Applied to build an accessory building with a wash bay. Will have separate wastewater system for the accessory building. At this time, property owner doesn't know where he wants to put the system. There is not a current pumping report for the home. Property owner was notified on 12/18 and 12/19 to pump septic tank.	Send friendly letter.	11/14/2023		4/1/2024
23-023-OPWS Fowler (6825 Summit Ridge Dr)	Ben Hamill	On site well collapsed. Doesn't meet state setback requirements. Contacted KDHE and requested variance. Variance was approved. Issued preliminary approval 1/26/2024.	Inspect once well is drilled.	12/28/2023		3/1/2024
Property Maintenance Code Violations						

Attachment: Staff Update (14554 : Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Kilner - Unsafe structure	Darrin Hobbs & Shelley Woodard	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. Mr. Kilner hired an attorney (Bernard Irvine) who filed a motion to docket appeal out-of-time asked for extension to 2/8/23. Mr. Irvine filed a 2nd extension of time, new date is March 10. Waiting on the opinion from the Court of Appeals. The Court of Appeals ruled they could not hear the appeal. I sent a letter to Mr. Irvine that we will see if the property is brought into compliance the 2nd week of Jan. 2024. If not, we'll ask the court to enforce the order. Met with Mr. Kilner and his attorney on 1/24/24. Darrin is going to walk the property with him on 1/29 and identify everything that the order said must be cleaned up. He will go back out to double check after 2/28. Mr. Kilner was informed there will be no extension of that deadline.	8/18/2016		2/28/2024
23-003-CE Howard - 1303 Howard	Darrin Hobbs	Inspection conducted. Sent Notice and Order to Abate Violation. Property owner trying to find someone to remove old, abandoned mobile homes. Final notice sent to property owner. Property owner called stating she has not had any luck finding anyone to remove them.	Property owner called on 10/25/2023, has someone coming to give her an estimate.	2/9/2023		4/15/2024
Zoning Violations						
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Shelly Woodard	Staff met with Charlotte Doyle on 8.31.2021. Staff inspected septic on July 25, 2022. Septic surfacing. Met with property owner regarding Lot 17. Home is not occupied.	Replat property and comply with zoning regulations. Replace septic system. Home is unoccupied. Sent a letter on April 12, 2023 requesting they call to set up appointment. Meeting scheduled for May 11, 2023. Met with property owner. She is trying to sell to neighbor. This property has changed ownership. The new owner is working in purchasing some adjacent lots from the Doyles so they can bring this into compliance.	12/17/2010	4/17/2012	6/1/2024
Doyle - Illegal salvage at residence Violation #05-0007	Shelly Woodard	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021. 6/15/2023 Staff and Counsel meet with Charlotte to come up with a plan on removing vehicles and mobile homes from the property. 7/13/2023 Darrin met with Charlotte to talk about the plan and also to review pictures provided of things needing remove. Darrin will be visiting the property 7/18/2023 to view first hand.	Sent a letter on April 12, 2023 requesting they call to set up appointment. Meeting scheduled for May 11, 2023. Met with property owner. Set goad to remove a certain number of cars by 8/31 or a course case will be filed. 6/15/2023 Counsel and staff stet down with Charlotte and came up with a plan for removal of vehicles. Charlotte thought there were around 30 vehicles. Goal is to be down to 20 by 8/31/23, down to 10 by 10/10/23, and down to compliant vehicles by 11/9/23. There were more vehicles than originally thought and so numbers were revised accordingly. If they fail to meet any deadlines an injunction will be filed. The Doyles have removed some vehicles. They are currently about 3 vehicles behind schedule. Working to get them back on track. Darrin is going to go out in early January to see if they have gotten back on track. If not, we'll start the process of filing for an injunction in court. The Doyles have stopped making forward progress. Next step is to file a petition asking for an injunction. The petition has been filed and the Doyles have hired counsel. Will attempt to meet with their counsel to see if we can get an agreement for process.	4/15/2013	9/14/2023	2/28/2024
Kilner - Unsafe structure	Darrin Hobbs & Shelley Woodard	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. Mr. Kilner hired an attorney (Bernard Irvine) who filed a motion to docket appeal out-of-time asked for extension to 2/8/23. Mr. Irvine filed a 2nd extension of time, new date is March 10. Waiting on the opinion from the Court of Appeals. See above about ruling. The Court of Appeals ruled they could not hear the appeal. I sent a letter to Mr. Irvine that we will see if the property is brought into compliance the 2nd week of Jan. 2024. If not, we'll ask the court to enforce the order. Met with Mr. Kilner and his attorney on 1/24/24. Darrin is going to walk the property with him on 1/29 and identify everything that the order said must be cleaned up. He will go back out to double check after 2/28. Mr. Kilner was informed there will be no extension of that deadline.	8/18/2016		2/28/2024
20-0063 - Satterlee: Inoperable vehicles and campers	Darrin Hobbs	Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map. I sent another letter to the property owner on 6/15/2022, stating that this will be turned over to legal if no progress is made.	Request to Prosecute pending.	9/27/2021		4/15/2024
21-0053 Myers - building within setback	Darrin Hobbs	Inspection completed, Notification Letter and Violation Notice sent. Applications received and processed. Bob and Darrin visited with property owner on 10/27/21 to confirm a Certificate of Survey would need to be done to confirm if the "well house" is located in the building setback. Property owner indicated he wanted to seek legal counsel. 6/15/2022 I spoke with Wes Maupin today about where he was at on the variance process. I encouraged him to call and talk to Bob about the situation. He said that he has never talked to Bob. Send notice of violation for failing to apply for a variance.	Send letter to property owner.	7/14/2021		4/15/2024
20-0090 Fishgill LLC - Illegal auto repair and salvage operation 1312 Pillsbury Dr	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.	Send notification letter. Working with legal on violation.	12/22/2020		4/15/2024
L21MHP-0004 TDJ Stables	Darrin Hobbs & Shelley Woodard	Renewal applications and fees received. License can't be issued until property is compliance sanitary code. EHS conducted site inspection, not in compliance with sanitary code.	Legal counsel to determine next course of action. The next step is to meet with the owner of TDJ Stables and go over the variance proces. Then the next step after that is to draft a variance. Shelley is going to work one up to be presented after meeting with the property owner. A draft should be ready some time in early to mid January. The property owner has officially requested a variance. Variance packet has been sent to hearing office and meeting scheduled for 2/8/2024. The variance has been graned by the BOCC and now they just need to do the inspection to renew the license. Legal should be finished with this one now.	11/20/2020		3/31/2023
21-0019 Britt - non compliance in flood hazard area/floodway	Darrin Hobbs & Shelley Woodard	Temporary Agreed Injunction filed with the Court. Review dates: July 15-DWS, August 15-No Rise, September 15-Riley County permit, November 1-Remove trees.	Settlement agreement filed. Darrin Hobbs to monitor for compliance, Darrin to monitor compliance and set contract date. Riley County FPD Permit issued 5/24/2022, and remove trees from property. Shelley sent a letter to Britt's attorney who said she would follow up with her client about the remaining issues. Shelley has reached out to Britt's attorney again to ask about progress. We may have to inform the court at some point that the final cleanup has not progressed.	4/6/2021		4/15/2023

Attachment: Staff Update (14554 : Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
22-008-CE Fowler-641 Zeandale Rd	Darrin Hobbs & Shelley Woodard	Building without a building permit.	Craig sent a letter and permit form requesting the completed permit application and check by April 28, 2023. Waiting on bank foreclosure. Court systems are down. Court systems just started coming back on line. Will see if there is any movement in the foreclosure.	3/16/2023		3/31/2024
23-007-CE Jones - 3981 Zeandale Rd	Darrin Hobbs & Shelley Woodard	Inspection conducted on 3/9/23 and confirmed someone is living a camper. Sent notification letter. No response from property owner, sent notice of violation and final notice of violation. Conducted final site inspection on 4/24/23 and someone is still living in camper.	Sent to Counselor's office to prosecute. Court system is down. Still need to contact RCPD. Trailer has been moved but appears to be occupied. Darrin is going to reach out to RCPD about accompanying him to check if it is occupied and then we can file an injunction in court if it still is. Darrin has not made contact to confirm if it is occupied. P&D went out and it appears there may be someone living there still but we don't have enough evidence at this point to move forward with	3/16/2023	5/15/2023	4/30/2024
23-015-CE Miller - 1382 Pillsbury Dr	Darrin Hobbs & Shelley Woodard	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023.	Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Mr. Miller made good progress in December but has not made additional progress. The property is now up for sale. Next step is likely to file an enforcement action with the Court.	9/28/2023		4/30/2024
23-016-CE Miller - 1420 Pillsbury Dr	Darrin Hobbs & Shelley Woodard	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023.	Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Miller made good progress in December but has not made additional progress. The property is now up for sale. Next step is likely to file an enforcement action with the Court.	9/28/2023		4/30/2024
Sanitary Code Violations						
21-0038 Worrell - Sanitation Violation	Ben Hamill & Shelly Woodard	Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received, no work done. Referred to legal for enforcement.	Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Legal sent compliance letter 08.05.2021. Staff to review compliance options. Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. To date, no response from Worrell's. Ben plans to reach out in the near future once there is more money available and see if they'll apply. If they won't, we'll evaluate for legal action.	6/23/2021		4/30/2024
21-0048 Wurtz - lagoon fencing requirement not completed	Ben Hamill & Shelly Woodard	Violation letter sent to property owner. Counsel sent a letter to property owner. Fencing deadline 8/31/2021 and seeding deadline 9/30/2021. No trespassing sign placed at entrance. Legal to to schedule meeting with staff.	Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. Mrs. Wurtz called. They are not living on the property. Will call once they are and lagoon is complete. Signed agreement is in place for property owner to install fence and seed. Need to check to see if this has been done. If not proceed with violation process.	7/9/2021		4/30/2024
22-0016 Doyle - sewage on ground	Ben Hamill	Sent Emergency Order to property owner. Spoke with property owner and agreed to make repairs.	Home condemned until repairs are made. Home is vacant and waiting on property owner to replat so lateral field can be replaced. This property was sold and the new owner is working to try to purchase the surrounding property from the DoYLES to correct the problem.	7/22/2022		6/1/2024
23-CES-004 Innes - Alternative system pump and alarm float not working.	Ben Hamill	Friendly notification by phone 12-14-22, no reply. Notice of Violation sent 1-20-23. Received repair permit.	Wait for replacement of failed alarm and pump. Offer LEPP grant.	12/14/2022		8/1/2024
23-CES-005 Bean - Alternative system blower not working. Failed pump report on field.	Ben Hamill & Shelly Woodard	Friendly letter sent 12-19-22, no reply. Notice of Violation sent 1-20-23. \$100.00 inspection fee final notice was due 1-19-23 and has not been paid yet.	Set up meeting with legal counsel. Shelley confirmed both brothers are represented by counsel and one is trying to force a sale of the property. Will work with Ben to determine next steps from P&D.	12/14/2022		3/31/2024

Attachment: Staff Update (14554 : Staff Update)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Letter

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: March 7, 2024

SUBJECT: Senate Bill No. 162 Hearing in House Committee on Local Government

PRESENTER: Clancy Holeman, Riley County Counselor

BACKGROUND

SB 162 (See attached) is this Board's proposed Riley County Unincorporated Area Nuisance Abatement Act. It is scheduled for hearing in the House Committee on Local Government next Monday, March 11, 2024, at 9 a.m. SB 162 successfully passed its chamber of origin (the senate), then out of the Senate Local Government Committee on a positive vote of 34 legislators in favor and 5 legislators opposed or abstaining.

DISCUSSION

If SB 162 passes out of the legislature and becomes law, Riley County (and Crawford County) will have a more effective tool to remove public nuisances in the unincorporated area. Under the terms of SB 162, if this Board **first successfully proves** to the district court that a property in the unincorporated area is a public nuisance, Riley County may be able to clean up that nuisance property and place the costs of such clean-up as a lien on the nuisance property.

Riley and Crawford counties do not currently have authority to use their own staff and equipment to clean up nuisance properties and then place a lien for those county costs on the violating property.

SB 162 has identical text to legislation which Sedgwick County has had in place for the past 3 years. If Riley and Crawford County are granted the authority represented by SB 162 each county will have an important “tool in their toolbox” when trying to resolve public nuisances in the unincorporated areas.

In my opinion, it is important that one BOCC member attend next Monday’s House hearing. Your appearance is a means of demonstrating to the House committee members that you believe SB 162 is important.

Attached for your review is proposed testimony in support of SB 162. In order to comply with the House committee’s rules, I must submit any written testimony and advise who will testify in support of your bill before 9 a.m. this Friday, March 8th.

FISCAL IMPACT

Any costs incurred by Riley County under the authority of SB 162 should be recoverable, over time, through the existence of the lien on the nuisance property.

RECOMMENDATIONS

I recommend the Board approve the written testimony before you today and advise which BOCC member will attend next Monday’s legislative hearing with me.

POSSIBLE MOTIONS

- A. “I move the Board approve the written testimony as provided, and that the County Counselor and _____ attend next Monday’s legislative hearing on SB 162.”
- B. “I move the Board approve the written testimony provided, but with the following changes...and that the County Counselor and _____ attend Next Monday’s legislative hearing on SB 162.”
- C. “I move the Board not approve the written testimony provided and that neither the County Counselor nor any member of the Board attend next Monday’s legislative hearing on SB 162.”

Enclosures:

- Senate Bill No. 162 (PDF)
- SB162 Testimony in Support Letter & Exhibits - BOCC (PDF)
- SB162 Clancy's Testimony in Support Letter & Exhibits (PDF)

As Amended by Senate Committee

Session of 2023

SENATE BILL No. 162

By Committee on Local Government

2-6

1 AN ACT creating the Riley county unincorporated area nuisance
2 abatement act *and the Crawford county unincorporated area*
3 *nuisance abatement act*; establishing procedures for the removal and
4 abatement of nuisances; providing for the assessment of costs of such
5 abatement.

6
7 *Be it enacted by the Legislature of the State of Kansas:*

8 Section 1. (a) The provisions of sections 1 through 6, and
9 amendments thereto, shall be known and may be cited as the Riley county
10 unincorporated area nuisance abatement act.

11 (b) Before any nuisance abatement process shall be commenced
12 under the Riley county unincorporated area nuisance abatement act, Riley
13 county first shall have obtained a conviction for a county code violation
14 resulting from such nuisance within the 12-month period prior to the
15 issuance of any order as provided in section 2, and amendments thereto.

16 (c) (1) The board of county commissioners may order the removal or
17 abatement of any nuisance from any lot or parcel of ground within the
18 unincorporated area of the county. The board may order the repair or
19 demolition of any structure or the removal or abatement of any other type
20 of nuisance.

21 (2) The order shall provide that all costs associated with the
22 abatement shall be paid by the owner of the property on which the
23 nuisance is located.

24 Sec. 2. (a) Whenever the board of county commissioners or other
25 agency designated by the board files with the Riley county clerk a
26 statement in writing describing a nuisance and declaring that such
27 nuisance is a menace and dangerous to the health of the inhabitants of the
28 county, the board of county commissioners, by resolution, may make such
29 determination and issue an order requiring the nuisance be removed or
30 abated.

31 (b) Except as provided by subsection (c), the board of county
32 commissioners shall order the owner of the property to remove and abate
33 the nuisance within not less than 10 days, to be specified in the order. The
34 board or its designated representative may grant extensions of the time
35 period indicated in the order. The order shall state that, before the
36 expiration of the waiting period or any extension, the recipient may

Attachment: Senate Bill No. 162 (14568 : Senate Bill No 162 Hearing)

1 request a hearing before the board or its designated representative. The
2 order shall be served on the owner by personal service in accordance with
3 K.S.A. 60-303, and amendments thereto.

4 (c) If the owner of the property has failed to accept delivery or
5 otherwise failed to effectuate receipt of a notice sent pursuant to this
6 section during the preceding 24-month period, the board of county
7 commissioners may provide notice of the issuance of any further orders to
8 abate or remove a nuisance from the property in the manner provided by
9 subsection (d) or as provided in this subsection. The board may provide
10 notice of the order by such methods including, but not limited to, door
11 hangers conspicuously posting notice of the order on the property, personal
12 notification, telephone communication or first-class mail. If the property is
13 unoccupied and the owner is a nonresident, notice provided by this section
14 shall be given by telephone communication or first-class mail.

15 (d) If the owner of the property fails to comply with the order for a
16 period longer than that named in the order or any extensions of such time
17 period, the board of county commissioners may proceed to order the repair
18 or demolition of any structure and have the items described in the order
19 removed and abated from the lot or parcel of ground. If the county abates
20 or removes the nuisance, the county shall give notice to the owner by
21 certified mail, return receipt requested, of the total cost of the abatement or
22 removal incurred by the county. The notice also shall state that payment of
23 the cost is due and payable within 60 days following the mailing of the
24 notice.

25 (e) If the cost of the removal or abatement is not paid within the 60-
26 day period, the cost shall be assessed and charged against the lot or parcel
27 of land on which the nuisance was located. If the cost is to be assessed, the
28 county clerk, at the time of certifying other county taxes, shall certify the
29 costs, and the county clerk shall extend the cost on the tax roll of the
30 county against the lot or parcel of land. Such cost shall be collected by the
31 county treasurer.

32 (f) In assessing the cost of removal and abatement of a nuisance, the
33 county shall subtract from the total cost of the abatement or removal
34 incurred by the county the value of the property removed or abated. If the
35 value of the property removed or abated is greater than the cost of the
36 removal or abatement incurred by the county, the county shall pay the
37 owner the difference. If the value of the property is contested, the property
38 owner may request a hearing before the board or its designated
39 representative prior to the 60 days following receipt of notice of costs due
40 and payable under subsection (d).

41 (g) All orders and notices shall be served on the owner of record or, if
42 there is more than one owner of record, then on at least one such owner.

43 (h) Any decision of the board of county commissioners or its

1 designated representative is subject to review in accordance with the
2 Kansas judicial review act.

3 Sec. 3. Riley county may remove and abate from property, other than
4 public property or property open to the use by the public, a motor vehicle
5 determined to be a nuisance. Disposition of such vehicles shall be in
6 compliance with the procedures for impoundment, notice and public
7 auction provided by K.S.A. 8-1102(a)(2), and amendments thereto.
8 Following any sale by public auction of a vehicle determined to be a
9 nuisance, the purchaser may file proof with the division of vehicles, and
10 the division shall issue a certificate of title to the purchaser of the motor
11 vehicle. If a public auction is conducted but no responsible bid is received,
12 the county may file proof with the division of vehicles, and the division
13 shall issue a certificate of title of the motor vehicle to the county. Any
14 person whose motor vehicle has been disposed of pursuant to this section
15 shall be eligible for a refund of the tax imposed pursuant to K.S.A. 79-
16 5101 et seq., and amendments thereto. The amount of the refund shall be
17 determined in the manner provided by K.S.A. 79-5107, and amendments
18 thereto.

19 Sec. 4. The board of county commissioners may adopt a resolution to
20 establish any policies, procedures, designated body or other related matters
21 for hearings that property owners or their agents may request pursuant to
22 the Riley county unincorporated area nuisance abatement act.

23 Sec. 5. *(a) The legislature declares it is the policy of this state to*
24 *protect and encourage the production and processing of food and other*
25 *agricultural products. As nonagricultural uses of property continue to*
26 *move into agricultural and agribusiness areas, normal agricultural and*
27 *agribusiness activities can find themselves subjected to public and*
28 *private claims of nuisance. Therefore, it is the legislative intent of this*
29 *act to protect agricultural and agribusiness activities from nuisance*
30 *actions. As such, nothing in the Riley county unincorporated area nuisance*
31 *abatement act shall apply to land, structures, machinery and equipment or*
32 *motor vehicles used for an agricultural activity or oil and gas exploration*
33 *and development activity.*

34 *(b) For purposes of this section, the term "agricultural activity" means*
35 *the same as defined in K.S.A. 2-3203, and amendments thereto, except*
36 *such term shall also include real and personal property, machinery,*
37 *equipment, stored grain and agricultural input products owned or*
38 *maintained by commercial grain elevators and agribusiness facilities.*

39 Sec. 6. The Riley county unincorporated area nuisance abatement act,
40 sections 1 through 6, and amendments thereto, shall expire on July 1, ~~2026~~
41 ~~2027~~.

42 Sec. 7. *(a) The provisions of sections 7 through 12, and*
43 *amendments thereto, shall be known and may be cited as the Crawford*

1 *county unincorporated area nuisance abatement act.*

2 *(b) Before any nuisance abatement process shall be commenced*
3 *under the Crawford county unincorporated area nuisance abatement*
4 *act, Crawford county first shall have obtained a conviction for a county*
5 *code violation resulting from such nuisance within the 12-month period*
6 *prior to the issuance of any order as provided in section 8, and*
7 *amendments thereto.*

8 *(c) (1) The board of county commissioners may order the removal*
9 *or abatement of any nuisance from any lot or parcel of ground within*
10 *the unincorporated area of the county. The board may also order the*
11 *repair or demolition of any structure or the removal or abatement of any*
12 *other type of nuisance.*

13 *(2) The order shall provide that all costs associated with the*
14 *abatement shall be paid by the owner of the property on which the*
15 *nuisance is located.*

16 *Sec. 8. (a) Whenever the board of county commissioners or other*
17 *agency designated by the board files with the Crawford county clerk a*
18 *statement, in writing, describing a nuisance and declaring that such*
19 *nuisance is a menace and dangerous to the health of the inhabitants of*
20 *the county, the board of county commissioners, by resolution, may make*
21 *such determination and issue an order requiring the nuisance be*
22 *removed or abated.*

23 *(b) Except as provided by subsection (c), the board of county*
24 *commissioners shall order the owner of the property to remove and*
25 *abate the nuisance within not less than 10 days, to be specified in the*
26 *order. The board or its designated representative may grant extensions*
27 *of the time period indicated in the order. The order shall state that,*
28 *before the expiration of the waiting period or any extension, the*
29 *recipient may request a hearing before the board or its designated*
30 *representative. The order shall be served on the owner by personal*
31 *service in accordance with K.S.A. 60-303, and amendments thereto.*

32 *(c) If the owner of the property has failed to accept delivery or*
33 *otherwise failed to effectuate receipt of a notice sent pursuant to this*
34 *section during the preceding 24-month period, the board of county*
35 *commissioners may provide notice of the issuance of any further orders*
36 *to abate or remove a nuisance from the property in the manner provided*
37 *by subsection (d) or as provided in this subsection. The board may*
38 *provide notice of the order by such methods, including, but not limited*
39 *to, door hangers conspicuously posting notice of the order on the*
40 *property, personal notification, telephone communication or first-class*
41 *mail. If the property is unoccupied and the owner is a nonresident,*
42 *notice provided by this section shall be given by telephone*
43 *communication or first-class mail.*

1 (d) *If the owner of the property fails to comply with the order for a*
2 *period longer than that named in the order or any extensions of such*
3 *time period, the board of county commissioners may proceed to order the*
4 *repair or demolition of any structure and have the items described in the*
5 *order removed and abated from the lot or parcel of ground. If the county*
6 *abates or removes the nuisance, the county shall give notice to the*
7 *owner, by certified mail, with return receipt requested, of the total cost of*
8 *the abatement or removal incurred by the county. The notice also shall*
9 *state that payment of the cost is due and payable within 60 days*
10 *following the mailing of the notice.*

11 (e) *If the cost of the removal or abatement is not paid within the 60-*
12 *day period, the cost shall be assessed and charged against the lot or*
13 *parcel of land on which the nuisance was located. If the cost is to be*
14 *assessed, the county clerk, at the time of certifying other county taxes,*
15 *shall certify the costs, and the county clerk shall extend the cost on the*
16 *tax roll of the county against the lot or parcel of land. Such cost shall be*
17 *collected by the county treasurer.*

18 (f) *In assessing the cost of removal and abatement of a nuisance,*
19 *the county shall subtract from the total cost of the abatement or removal*
20 *incurred by the county the value of the property removed or abated. If*
21 *the value of the property removed or abated is greater than the cost of*
22 *the removal or abatement incurred by the county, the county shall pay*
23 *the owner the difference. If the value of the property is contested, the*
24 *property owner may request a hearing before the board or its designated*
25 *representative prior to the 60 days following receipt of notice of costs*
26 *due and payable under subsection (d).*

27 (g) *All orders and notices shall be served on the owner of record or,*
28 *if there is more than one owner of record, then on at least one such*
29 *owner.*

30 (h) *Any decision of the board of county commissioners or its*
31 *designated representative is subject to review in accordance with the*
32 *Kansas judicial review act.*

33 *Sec. 9. Crawford county may remove and abate from property,*
34 *other than public property or property open to use by the public, a motor*
35 *vehicle determined to be a nuisance. Disposition of such vehicles shall*
36 *be in compliance with the procedures for impoundment, notice and*
37 *public auction provided by K.S.A. 8-1102(a)(2), and amendments*
38 *thereto. Following any sale by public auction of a vehicle determined to*
39 *be a nuisance, the purchaser may file proof with the division of vehicles,*
40 *and the division shall issue a certificate of title to the purchaser of the*
41 *motor vehicle. If a public auction is conducted but no responsible bid is*
42 *received, the county may file proof with the division of vehicles, and the*
43 *division shall issue a certificate of title of the motor vehicle to the*

1 county. Any person whose motor vehicle has been disposed of pursuant
2 to this section shall be eligible for a refund of the tax imposed pursuant
3 to K.S.A. 79-5101 et seq., and amendments thereto. The amount of the
4 refund shall be determined in the manner provided by K.S.A. 79-5107,
5 and amendments thereto.

6 *Sec. 10. The board of county commissioners may adopt a resolution*
7 *to establish any policies, procedures, designated body or other related*
8 *matters for hearings that property owners or their agents may request*
9 *pursuant to the Crawford county unincorporated area nuisance*
10 *abatement act.*

11 *Sec. 11. (a) The legislature declares it is the policy of this state to*
12 *protect and encourage the production and processing of food and other*
13 *agricultural products. As nonagricultural uses of property continue to*
14 *move into agricultural and agribusiness areas, normal agricultural and*
15 *agribusiness activities can find themselves subjected to public and*
16 *private claims of nuisance. Therefore, it is the legislative intent of this*
17 *act to protect agricultural and agribusiness activities from nuisance*
18 *actions. As such, nothing in the Crawford county unincorporated area*
19 *nuisance abatement act shall apply to land, structures, machinery and*
20 *equipment or motor vehicles used for an agricultural activity or oil and*
21 *gas exploration and development activity.*

22 *(b) For purposes of this section, the term "agricultural activity"*
23 *means the same as defined in K.S.A. 2-3203, and amendments thereto,*
24 *except such term shall also include real and personal property,*
25 *machinery, equipment, stored grain and agricultural input products*
26 *owned or maintained by commercial grain elevators and agribusiness*
27 *facilities.*

28 *Sec. 12. The Crawford county unincorporated area nuisance*
29 *abatement act, sections 7 through 12, and amendments thereto, shall*
30 *expire on July 1, 2027.*

31 *Sec. 13. This act shall take effect and be in force from and after its*
32 *publication in the statute book.*



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor

Manhattan, Kansas 66502

Phone: 785-565-6666

Fax: 785-565-6666

Email: boccc@rileycountyks.com

March 11, 2024

Emil Bergquist, Chairman
 House Committee on Local Government
 State Capitol, Room 281-N
 Topeka, KS 66612

Re: Written and Oral Testimony in Support of SB 162

Dear Chairman Bergquist and Members of the Committee:

The Board of Riley County Commissioners introduced unanimously and continues to unanimously support SB 162 as it was amended in Senate Local Government. SB 162 passed out of the Senate by a vote of 34-5.

SB 162 allows Riley County to clean up public nuisance real properties in the unincorporated area and impose those county clean-up costs upon such nuisance real property.

We accepted all amendments offered in the Senate, because they made it abundantly clear SB 162 does not apply to agricultural operations, agri-business operations or agritourism operations. Historically, and currently, none of Riley County's public nuisance properties are agricultural operations, agri-business operations or agrotourism operations.

Current law, represented by a Kansas Court of Appeals decision, prohibits every county from cleaning up public nuisance properties and imposing those county clean-up costs on the property. That court decision limits counties' ability to resolve even extreme public nuisance properties. Instead, counties can only file suit in district court, then rely upon the *possibility* a district court may impose a small fine or limited jail time. The experience of our lawyers in such cases is that courts are extremely reluctant to impose even small fines when a public nuisance is brought before them. And almost never is even a short jail sentence likely, even in the most extreme cases.

The best evidence why this statute is necessary can be seen in the photos of 3 different properties. All 3 are located in the unincorporated area of Riley County. None of these properties are used for an agricultural operation, or for an agri-business operation, or for agritourism. You can see that in each photo today. Those photos are attached as "Property 1," "Property 2" and "Property 3." All aerial photos attached to our proponents' testimony date from county-wide aerial flights in 2022. But all other photos you will see today were taken in early February, 2023. You will hear more about the specifics of these 3 properties from our lawyer. You will hear more from him about why the current system doesn't

work. You will understand why SB 162, as amended by the Senate, is a solution worthy of this committee's support.

Thank you for allowing this Board to testify in support of SB 162.

Sincerely,

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

John Ford, Chairman

Greg McKinley, Vice Chairman

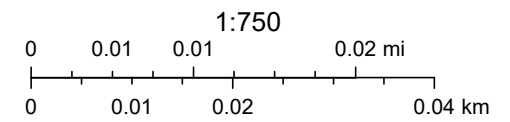
Kathryn G. Focke, Member



N 60th St

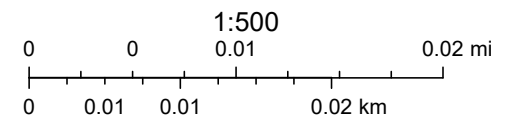
24 Tuttle Creek Blvd

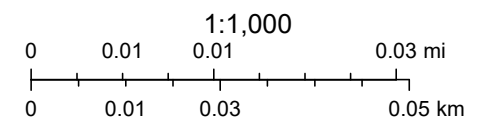
Property 1





Property 2





Property 3



COUNSELOR'S OFFICE

115 N. 4th Street, 1st Floor
 Manhattan, Kansas 66502
 Phone: 785-565-6844
 Fax: 785-565-6847
 Email: choleman@rileycountyks.gov

March 11, 2024

Emil Bergquist, Chairman
 House Committee on Local Government
 State Capitol, Room 281-N
 Topeka, KS 66612

Re: Written and Oral Testimony in Support of SB 162

Dear Chairman Bergquist and Members of the Committee:

I'd like to begin by talking about "Property #1."

Property #1 is an uninhabited house which has been under construction by the same property owner since 2004. Both "Property #1" photos before you today show this house remains today unfinished after more than 9 years.

Riley County has been in continuous litigation in Riley County District Court on this property, with the same owner, since 2017. The district court entered judgment in Riley County's favor in 2021, finding the property violates Riley County's zoning and property maintenance codes. The district court's order required the owner to bring this property into compliance by December, 2021. But that did not happen.

In May, 2022, the same district court found the property owner in contempt for failing to resolve his proven 2021 violations.

In September, 2022, the property owner filed an appeal of his contempt order with the Kansas Court of Appeals. Riley County "won" that appeal. After 19 years of construction, and more than 6 years of litigation, but "Property #1" today remains in violation of multiple provisions of the Riley County zoning and property maintenance codes. And we remain in district court. Without SB 162, we have no more ability to clean up this property at the county's cost than we had in 2017.

We in Riley County believe SB 162 would have ended this dispute years ago. Riley County would have had the authority, **after first proving in district court that it is a public nuisance**, to clear away all the obvious junk and trash and assess the costs for such clean up against the property itself.

Next, I'd like to talk briefly about "Property #2."

"Property #2" is located near the Manhattan Regional Airport. No district court case is pending on this property. But that's because the owner of "Property #2" has managed to avoid service necessary to bring him within the jurisdiction of the district court. SB 162 solves this problem by including a fair process which allows counties to proceed with clean up of nuisance properties **even in those circumstances where the nuisance property owner is purposely avoiding personal service of process**. Had SB 162 been in place already, we believe "Property #2" would also have been cleaned up long ago.

Finally, I'd like to talk briefly about "Property #3." No court case is pending on this property. But it does have a long history of contact with Riley County's zoning and property maintenance officials regarding obvious violations. This property sits on Highway 177 and is part of the "gateway" entrance to the City of Manhattan. It's also in the unincorporated area of Riley County. The 2 different photos of "Property No. #3"

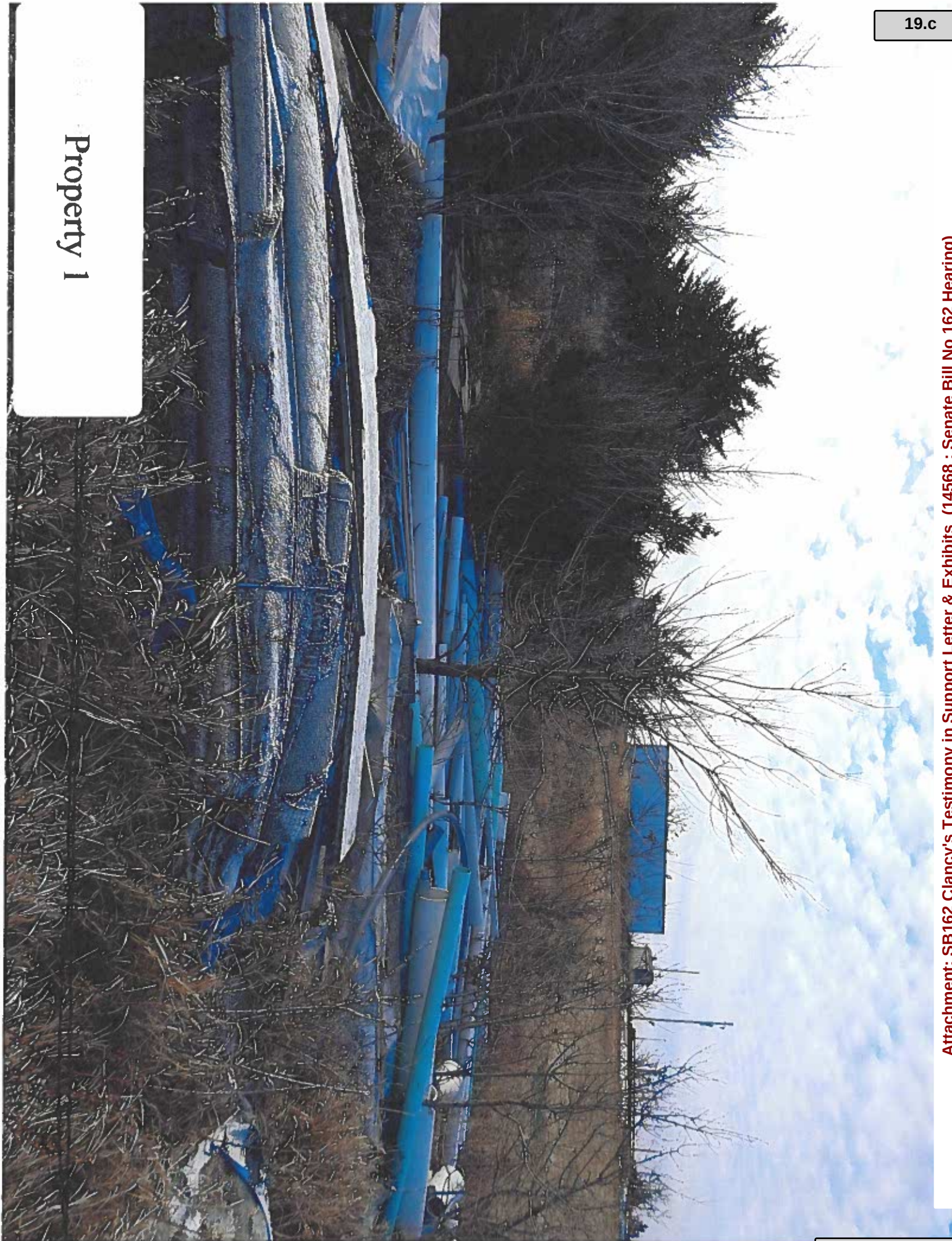
attached to the testimony of our conferees today are the best possible evidence of another property which deserves enforcement under SB 162. "Property #3" is one of the first properties any visitor to the City of Manhattan sees when entering our community.

Thank you for allowing me to testify in support of SB 162, as it was amended in the Senate.

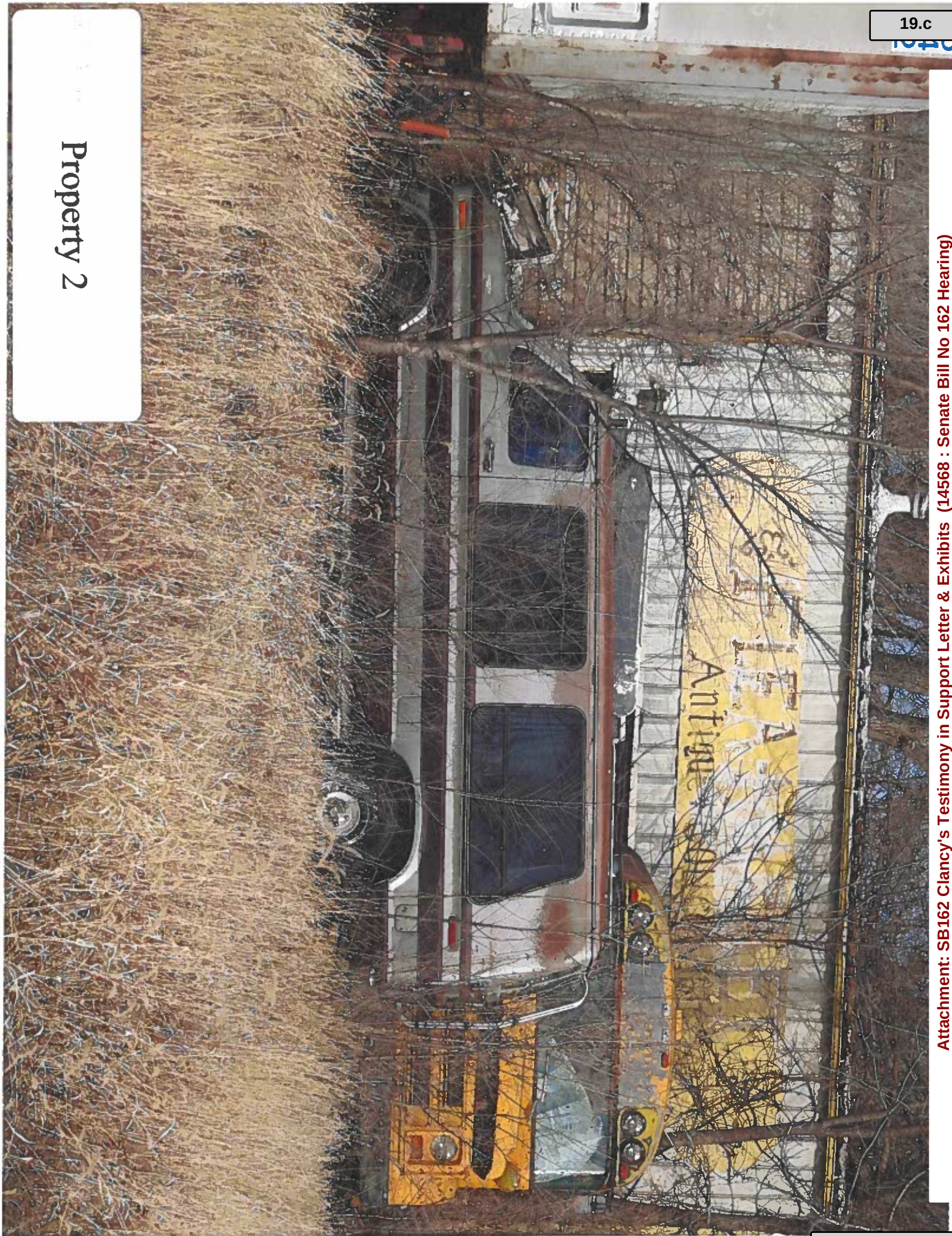
Sincerely,

Clancy Holeman
Riley County Counselor

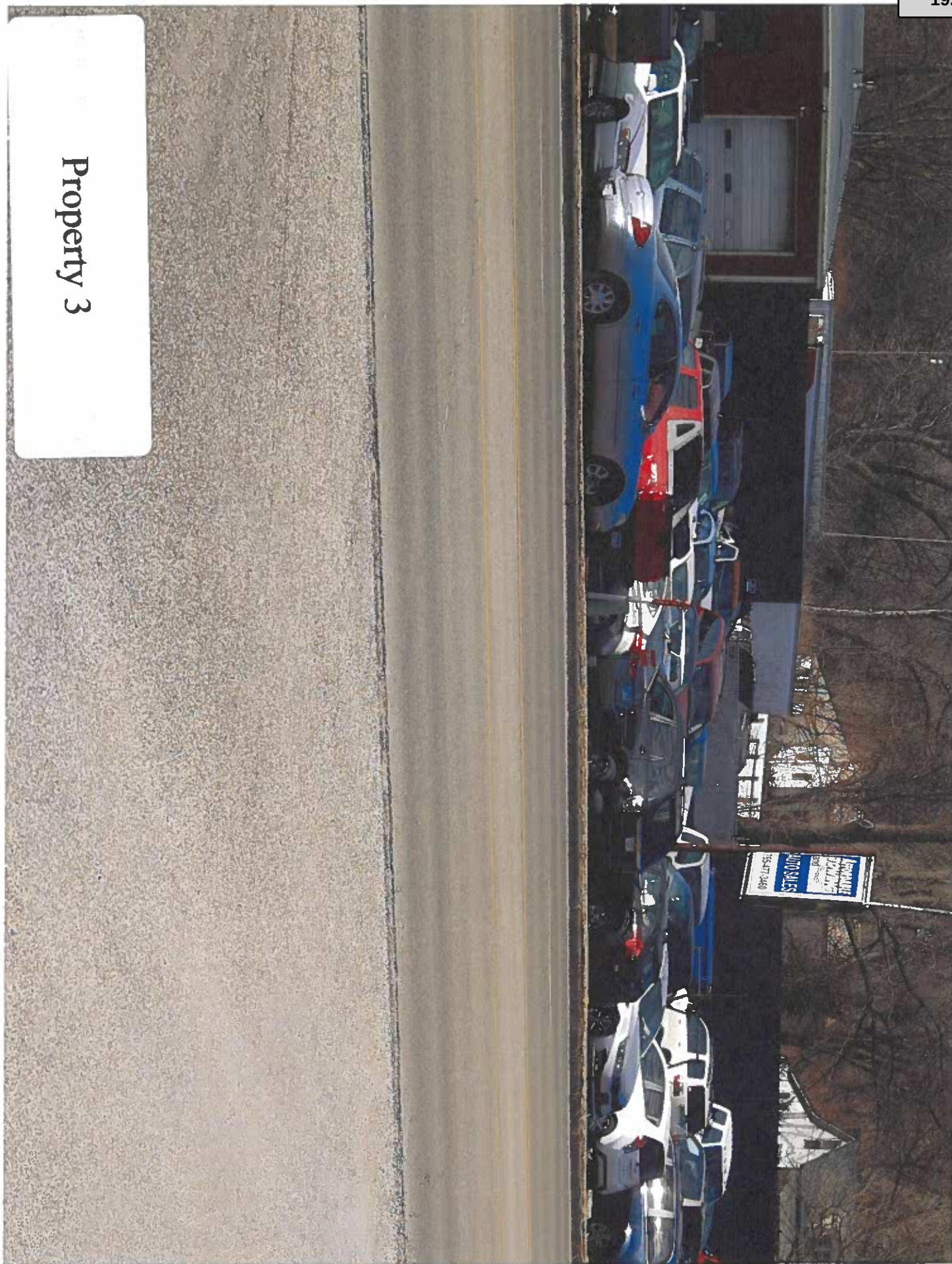
Property 1



Property 2



Property 3





HEALTH DEPARTMENT
Recommendations

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

COMMISSION AGENDA REPORT

FROM: Substance Misuse Task Force

MEETING: March 7, 2024

SUBJECT: Substance Misuse Task Force 2024 Recommendations

PRESENTER: Julie Gibbs

BACKGROUND

The Substance Misuse Task Force (SMTF) was established in August 2023. The SMTF met monthly from August - January, as the mission, vision, goals, recommendations and subcommittees were decided. From now on, they will continue to meet quarterly or as needed.

DISCUSSION

The attached document shows data as to the importance of the work of the SMTF, as well as the mission, vision and recommendations moving forward. The subcommittees will meet more often and will establish separate goals.

FISCAL IMPACT

We are not asking for any more funding at this time.

RECOMMENDATION(S)

I recommend the BOCC accept the document and approve the recommendations for 2024.

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:

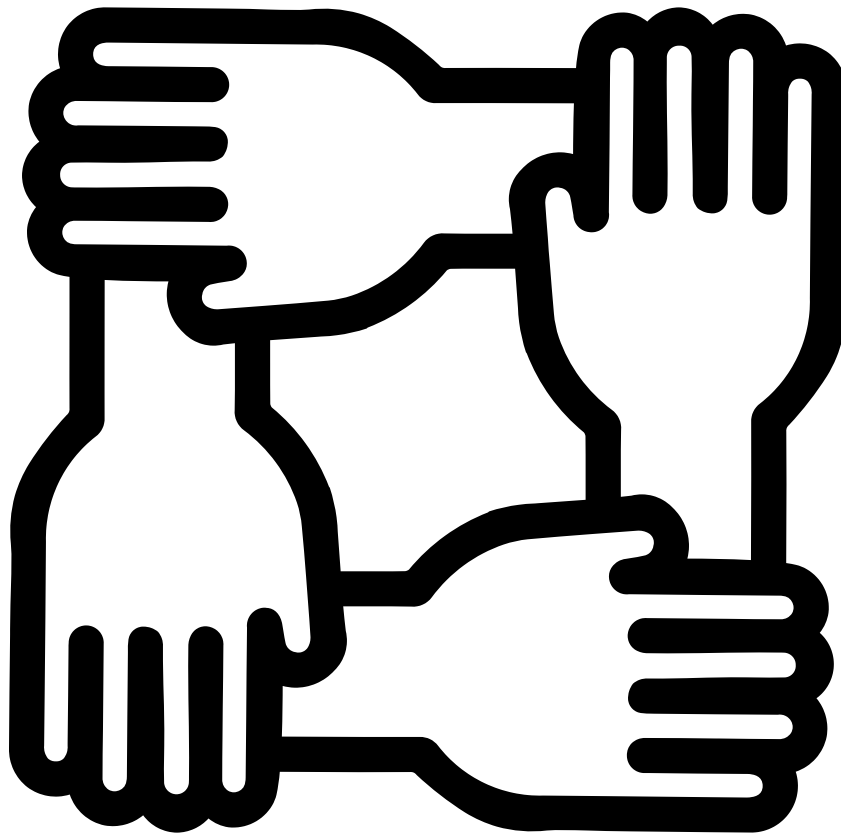
- Overview (6) (PDF)

Substance Misuse Task Force

2023 Report and Recommendations

Mission

Through the promotion of education and awareness of substance addiction, abuse, and misuse, this task force endeavors to save lives through supporting prevention, promoting recovery, and increasing access to services that create a healthier and safer community for everyone living in the Wildcat Region.



Chair:	Julie Gibbs
Members:	Be Able Manhattan, City of Manhattan, City of Wamego, Geary County Health Department, Kansas Bureau of Investigations, Kansas State University, Konza Prairie Community Health Center, Manhattan Fire Department, Manhattan Area Risk Prevention Coalition, Pawnee Mental Health, Pottawatomie County, Pottawatomie County Health Department, Pottawatomie County Sheriff's Office, Riley County, Riley County Attorney's Office, Riley County Community Corrections, Riley County EMS, Riley County Health Department, Riley County Police Department, USD 383.

Project Details

Vision

This task force will use a comprehensive approach to promote healing by building public realization of the innate value of all human life, regardless of the current state within the cycle of addiction, abuse, or misuse of substances.

Values

INTEGRITY - All education and awareness materials, campaigns and presentations will be evidenced-based on current research. Members of the task force will not seek to accomplish personal agendas but will work as a team to focus on the overall mission.

EFFICACY – All efforts of the task force are focused on the intentional outcome of preserving life, increasing awareness of the dangers of misusing substances, and increasing opportunities for recovery in the community.

SOCIAL RESPONSIBILITY – The task force is committed to changing the outcomes of substance misuse in our community through engaging with the challenges and seeking competent resources for obtainable remedies.

COMPASSION – The task force is motivated by compassion, empathy, and sincere desire to preserve life, provide education, and support recovery through the development of resources.

SOCIAL JUSTICE – The task force is committed to supporting the equal access for all persons struggling in the cycle of substance addiction, abuse, and misuse, through building awareness

through education and the development of treatment and recovery resources.

Challenges

Insufficient services available to meet the needs of all those affected by substance addiction and reside in the Wildcat Region.

Gaps in education and communication of services that are available in the area.

Insufficient coordination and collaboration within the Wildcat Regional to address the problem of substance misuse.

Lack of resources to effectively address the issues associated with substance misuse.

2024 Goals and Outcomes

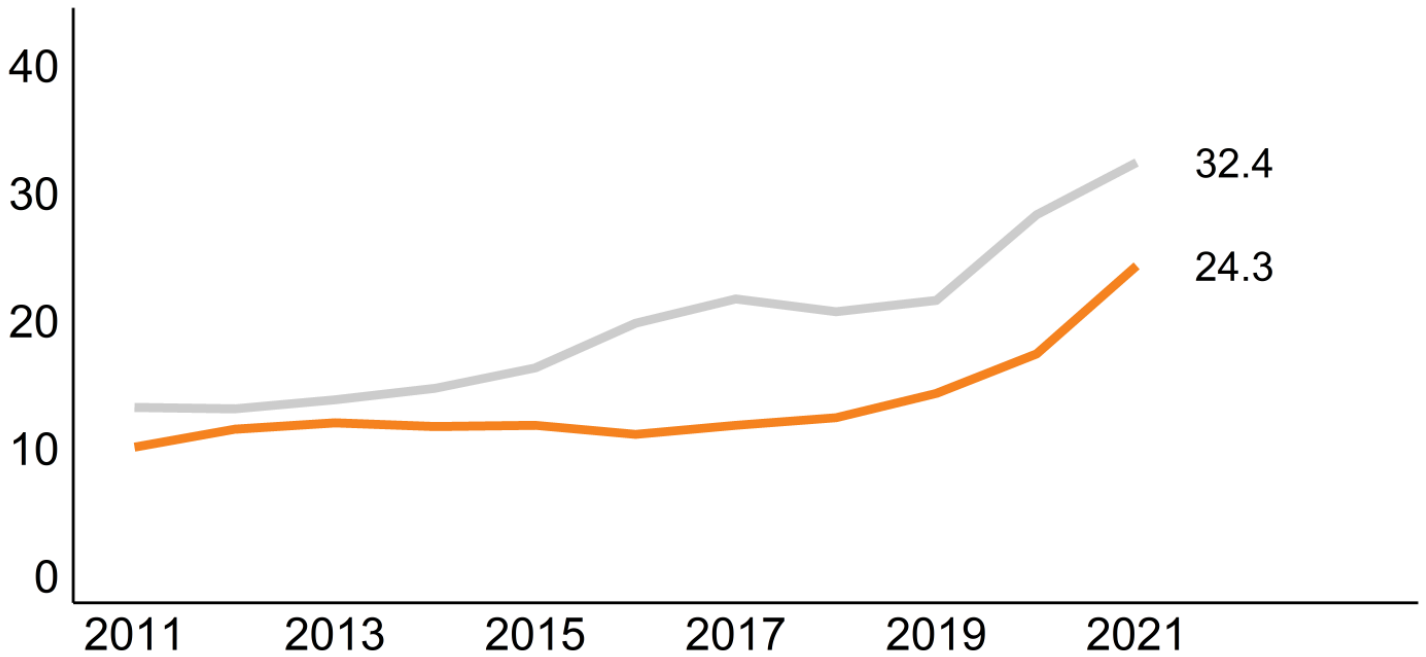
1. Overcome stigma through the promotion of education and awareness at all levels of the community.
2. Identify best practices in harm reduction and develop a recommendation for methods that can be developed locally.
 - a. Collaborate with other task force groups in Kansas to share information.
3. Identify opportunities to support advocacy efforts at the local and state levels that align with the vision and value of the task force.
4. Identify gaps in services and research funding opportunities to address those gaps.
 - a. Share information about funding opportunities with task force member organizations.

Kansas and Wildcat Region Data Overview

Substance Misuse is a major public health issue in Kansas and in the Wildcat Region. The most current CDC Cause of Death results show that Kansas has had an increase in the number of opioid overdose deaths. This is following the nationwide trend, which shows an increase as well. In 2021, there were 435 opioid overdose deaths in Kansas, which accounted for 64% of all drug overdose deaths in the state. As shown in the figure below, from 2011 to 2021, the age-adjusted death rate due to opioid overdose increased from 4.3 per 100,000 to 15.7 per 100,000 in Kansas.

Drug Overdose Deaths Per 100,000 Population, 2011-2021

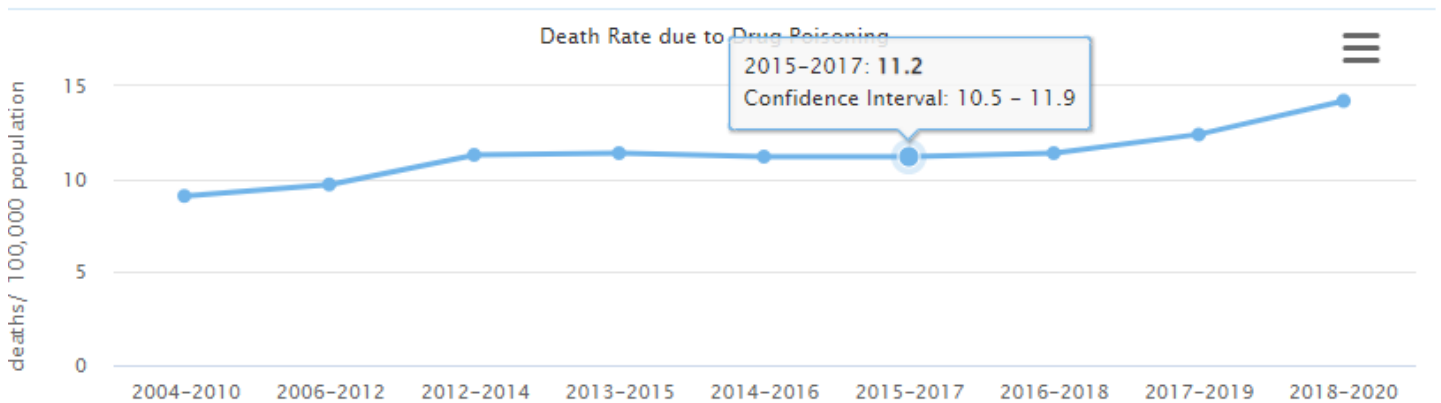
— Kansas — United States



SOURCE: KFF analysis of CDC Multiple Cause of Death 2011-2021 on CDC WONDER Online Database.



Drug overdose deaths are the leading cause of injury death in the United States, with over 100 drug overdose deaths occurring every day. The death rate due to drug overdose has been increasing over the last few decades. The majority of deaths due to pharmaceutical overdose involve opioid analgesics. According to the 2022 CDC Wonder mortality data, Kansas' drug poisoning death rate is 14.2 per 100,000 population (shown below). This number continues to trend up.



According to the Kansas Department of Health and Environment Overdose Data Dashboard, there were 102 drug poisoning deaths from 2012-2021 in the Wildcat Region (Riley, Geary,

and Pottawatomie Counties). There were 207 emergency department overdose visits from January 2021 - October 2022 in the Wildcat Region. That is about 9 overdose visits per month.

2024 Recommendations

- Work regularly within the sub-committees and set goals.
 - Prevention
 - Response
 - Recovery
- Meet as a large group quarterly to share information and data.

Project Approval

Prepared by:

Approved by:

SMTF Chair

BOCC Chair

DD/MM/YYYY

DD/MM/YYYY



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs
MEETING: March 7, 2024
SUBJECT: RCHD Monthly Update
PRESENTER: Julie Gibbs

See Attached

Enclosures:

- BOCCmonthtypresmarch24(PDF)



BOCC Monthly Report March 2024

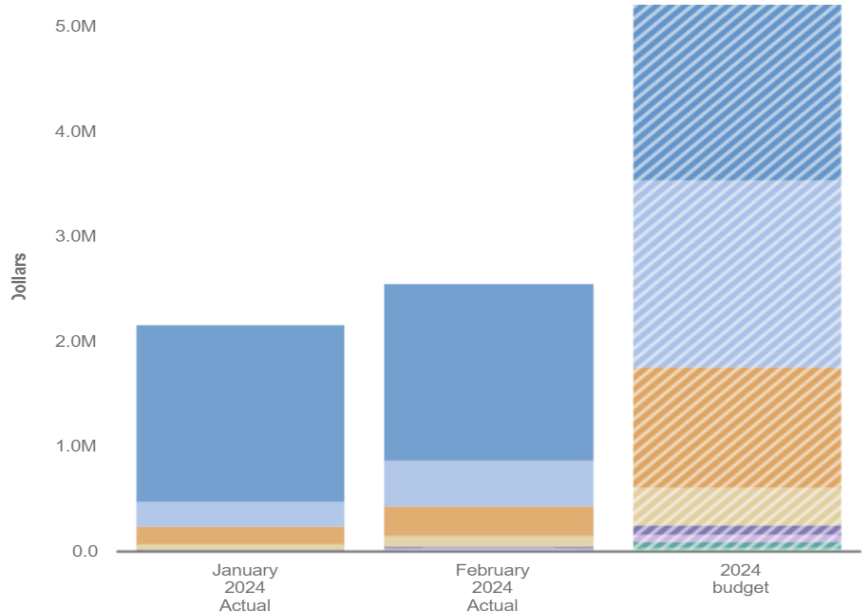
Julie Gibbs, MPH
Riley County Health Department
2030 Tecumseh Rd.
Manhattan, Kansas 66502

Attachment: BOCCmonthlypresmarch24 (14557 : Monthly Update)

Cumulative Revenues by Department

General Fund Cumulative Revenues by Department.

Visualization



Sort Large to Small

- Transfers In
- Federal Grant
- State Grant
- Insurance
- Client Services
- Medicaid
- Miscellaneous Collection
- Grants-Other
- More (4 grouped)

Show More

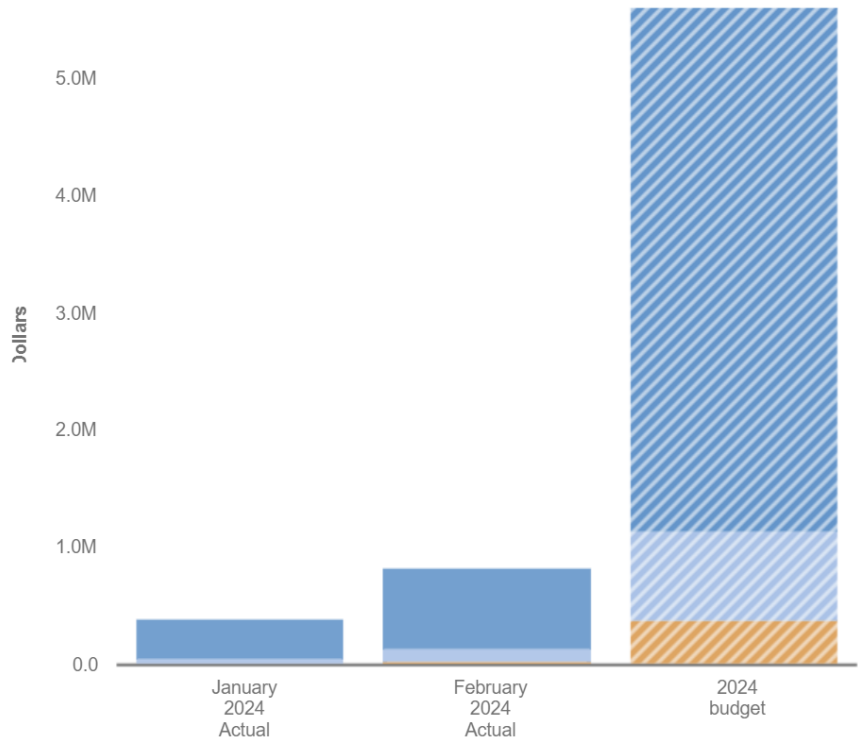
Cumulative Revenues

	January 2024 Actual	February 2024 Actual	2024 budget	2024 Variance	2024 Variance
Transfers In	\$ 1,688,442	\$ 1,688,442	\$ 1,665,647	22,795	1.37%
Federal Grant	231,205	438,822	1,784,014	-1,345,192	-75.40%
State Grant	171,952	275,386	1,146,043	-870,657	-75.97%
Insurance	56,943	96,703	364,000	-267,297	-73.43%
Client Services	6,718	14,364	88,150	-73,786	-83.70%
Medicaid	11,999	19,046	72,000	-52,954	-73.55%
Miscellaneous Collection	2,108	4,316	50,000	-45,684	-91.37%
Grants-Other	0	0	46,300	-46,300	-100.00%
Miscellaneous Reimb	0	22,795	0	22,795	--
Expense Reimbursement	70	345	0	345	--
Prior Year Voids	0	0	0	0	0.00%
Special Collections	0	0	0	0	
Total	\$ 2,169,438	\$ 2,560,220	\$ 5,216,154	-2,655,934	

Cumulative Expenses by Department

General Fund Cumulative Revenues by Department.

Visualization



Sort Large to Small

- Personnel
- Contractual Services
- Commodities
- Capital Outlay
- Expenses-Other

Cumulative Expenses

Expand All	January 2024 Actual	February 2024 Actual	2024 budget	2024 Variance	2024 Variance
▶ Personnel	\$ 340,237	\$ 683,167	\$ 4,457,115	-3,773,948	-84.67%
▶ Contractual Services	56,414	106,763	752,900	-646,137	-85.82%
▶ Commodities	5,665	38,093	391,741	-353,648	-90.28%
▶ Capital Outlay	0	2,350	0	2,350	--
▶ Expenses-Other	0	0	0	0	0.00%
Total	\$ 402,316	\$ 830,372	\$ 5,601,756	-4,771,384	-85.18%

Clinic Updates

357 total appointments in February

145 family planning visits

230 total immunizations across 136 pts.

Outreach Events – MHS Vaccination Clinic

Temporary insurance plan for refugees

Fluoride Varnish applications

Upcoming Events – Little Apple Pride Day on April 20 (3:00 – 6:00 PM)

Attachment: BOCCmonthlypresmarch24 (14557 : Monthly Update)

CCL Update

February	Riley	Geary	Clay	Dickinson	Pottawatomie	Total
Initial Inspections		1				1
Initial Compliance	1					1
Annual Inspections	10		3		1	14
Annual Compliance	1	2			2	5
KDHE compliance Inspections	3	1	3		3	11
Complaint First Visit	1			2	1	3
Complaint Second Visit						
Illegal Care Complaints				2		2
	16	4	6	4	7	37
Amendments						
Exceptions	4				2	
Consults						
Home Orientation		2	1	2		5

Attachment: BOCCmonthlypresmarch24 (14557 : Monthly Update)

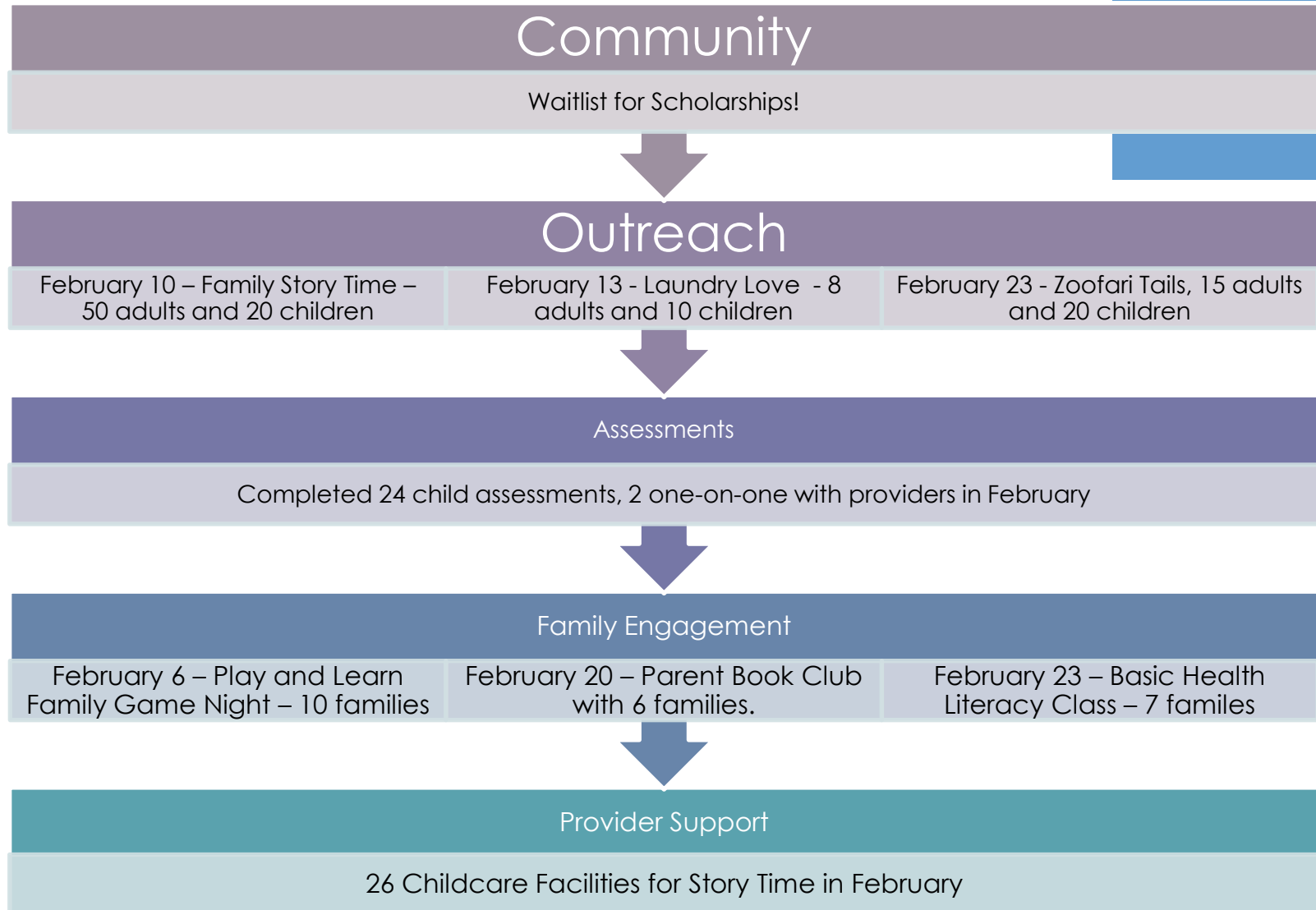
CCL Update

March	March	Riley	Geary	Clay	Dickinson	Pott	Total
School Age Program		7				1	8
Child Care Center		15	7	1	7	7	37
R & R Agency		1					1
School Age Drop In Program		10				3	13
Group Day Care Home		28	16	10	11	14	79
Head Start Child Care						1	
Licensed Day Care Home		39	12	15	15	33	113
Preschool			1	2	3		6
Outdoor Summer Age Program		1					1
	Totals	101	36	27	36	59	259
		1	3	-1		-1	2

Attachment: BOCCmonthlypresmarch24 (14557 : Monthly Update)

Raising Riley Update

22.a



Attachment: BOCCmonthlypresmarch24 (14557 : Monthly Update)

WIC Update

RCHD recognized as "Breastfeeding Friendly Local Health Department"

WIC certified 73 new pregnant women and 49 new infants!

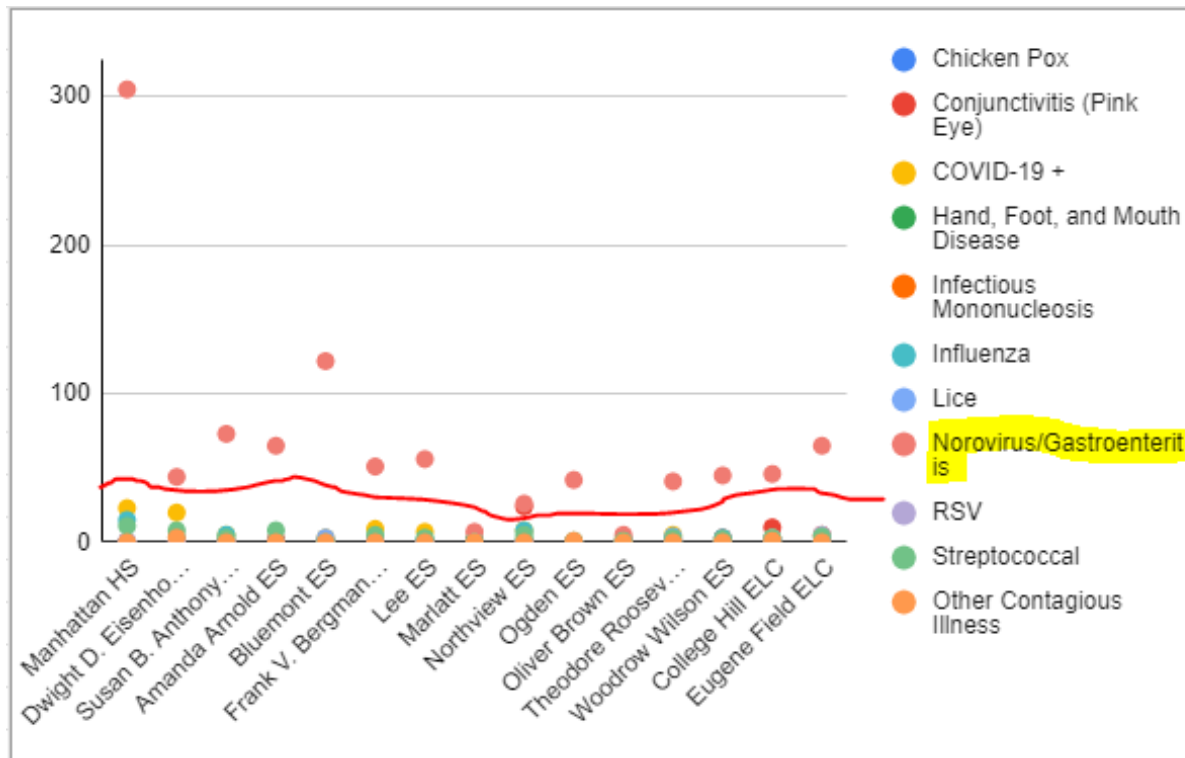
Healthy RX vouchers



PHEP Update

- 3 staff CPR certified – will begin offering quarterly CPR/FA courses to the public in May
- School Surveillance – USD 383 and 378 participating

USD 383 All Illnesses Summary Oct 2023-present



OD2A Update

22.a

5 Presentations in February
– 406 in attendance (2,576
to date)

20 pending events for
March

13 Meetings with
Community Partners in
February

13 Trainings in February

Attachment: BOCCmonthlypresmarch24 (14557 : Monthly Update)

DECK Update

Working on community
assessment

Making connections in
community

Research resources for
professionals

Developed relationship
with Community Health
Educator and SMTF

Putting together care
bags

Upcoming Events

OPEN HOUSE & EASTER EGG HUNT

RILEY COUNTY HEALTH DEPARTMENT

MARCH 28TH 5-7PM



Bug-A-Palooza



Saturday, April 20

1-3 PM

KSU Gardens



Mental Health Systems Assessment Results

22.a

Strengths

- Strong Collaboration
- Less stigma related to mental health
- Co-Responder Program
- CIT
- CSU
- Pawnee is now a CCBHC
- 988
- Mhkmentalhealth.org

Weaknesses

- Lack of funding for new/expanded services
- Need for more providers
- Lack of awareness
- Lack of communication/collaboration
- Transportation barriers
- Long Wait
- No inpatient treatment or sober living options

Attachment: BOCCmonthlypresmarch24 (14557 : Monthly Update)

Strategic Plan Progress Report



New Covid Guidance - CDC

- Return to normal activities within 24 hours IF....
 - Symptoms are improving AND
 - Fever free for 24 hours w/o fever reducing meds
- **Staying up to date with vaccination** to protect people against serious illness, hospitalization, and death. This includes flu, COVID-19, and RSV if eligible.
- **Practicing good hygiene** by covering coughs and sneezes, washing or sanitizing hands often, and cleaning frequently touched surfaces.
- **Taking steps for cleaner air**, such as bringing in more fresh outside air, purifying indoor air, or gathering outdoors.



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Breva Spencer
MEETING: March 7, 2024
SUBJECT: MCH Update
PRESENTER: Breva Spencer

Presentation

Enclosures:



HEALTH DEPARTMENT
Recommendations

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

COMMISSION AGENDA REPORT

FROM: RCHD, RCHR
MEETING: March 7, 2024
SUBJECT: New CDC Covid Guidance
PRESENTER: Julie Gibbs

BACKGROUND

On March 1, CDC released their [updated recommendations](#) for how people can protect themselves and their communities from respiratory viruses, including COVID-19. This is now a unified approach to addressing risks from a range of common respiratory viral illnesses, such as COVID-19, flu, and RSV, which can cause significant health impacts and strain on hospitals and health care workers. CDC made these updates to the recommendations because the U.S. is seeing far fewer hospitalizations and deaths associated with COVID-19 and because we have more tools than ever to combat flu, COVID, and RSV.

When people get sick with a respiratory virus, the updated guidance recommends that they stay home and away from others. For people with COVID-19 and influenza, treatment is available and can lessen symptoms and lower the risk of severe illness. The recommendations suggest returning to normal activities when, for at least 24 hours, symptoms are improving overall, and if a fever was present, it has been gone without use of a fever-reducing medication.

Once people resume normal activities, they are encouraged to take additional prevention strategies for the next 5 days to curb disease spread, such as taking more steps for cleaner air, enhancing hygiene practices, wearing a well-fitting mask, keeping a distance from others, and/or getting tested for respiratory viruses. Enhanced precautions are especially important to protect those most at risk for severe illness, including those over 65 and people with weakened immune systems. CDC's updated guidance reflects how the [circumstances](#) around [COVID-19 in particular have changed](#). While it remains a threat, today it is far less likely to cause severe illness because of widespread immunity and improved tools to prevent and treat the disease.

Importantly, states and countries that have already adjusted recommended isolation times have not seen increased hospitalizations or deaths related to COVID-19.

DISCUSSION

Riley County has continued to put out guidance that follows CDC Covid Guidance. The RC recommendations should be updated to include the March 1 changes. Please see the attached document.

FISCAL IMPACT

None

RECOMMENDATION(S)

Recommend the BOH adopt the CDC guidelines for RC employees.

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:

- COVID-19 Guidance Updated 2024-03 (002) (PDF)

Guidance for Riley County Personnel EXPOSED to COVID-19

If You Have a Known Exposure to COVID-19

Riley County will follow the CDC guidelines regarding exposure and illness due to COVID-19 virus, which is the same for any other respiratory virus.

Current guidance for anyone with a respiratory virus is to stay home and away from others.

For people with COVID-19 and influenza, treatment is available and can lessen symptoms and lower the risk of severe illness.

Employees who have been sick due to a respiratory virus may return to normal activities when, for at least 24 hours, symptoms are improving overall, and if a fever was present, it has been gone without use of a fever-reducing medication.

Once people resume normal activities, employees are encouraged to take additional prevention strategies for the next 5 days to curb disease spread, such as taking more steps for cleaner air, enhancing hygiene practices, wearing a well-fitting mask, keeping a distance from others, and/or getting tested for respiratory viruses. Enhanced precautions are especially important to protect those most at risk for severe illness, including those over 65 and people with weakened immune systems.

COVID-19 TEST KITS

Take home COVID-19 test kits are available from your department, the County Clerk's Office, and the Riley County Health Department. Employees should keep at least one test kit at home. An employee who has symptoms but does not have a test kit should call 785-776-4779 ext. 7675 to pick up a test kit.