



**Board of Riley County
Commissioners
Regular Meeting
Agenda
April 06, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 2 – Greg McKinley, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. 2023 Asphalt Overlay Program Contract with Shilling Construction
4. Riley County Trash Services Proposed Extension of Contract - Howie's Trash Service
5. Approve payroll/accounts payables (when completed)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Apr 3, 2023 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Amanda Webb, Planning/Special Projects Director

9. Finalize Comprehensive Plan update consultant Request for Qualifications

9:15 AM

Michael Boller, Noxious Weed Director

10. Staff Update
11. Bid Recommendation for new tractor mower

9:30 AM

Anna Burson, Appraiser

12. April Staff Update

9:45 AM **Clancy Holeman, Counselor/Director of Administrative Services**

13. Administrative Work Session

10:00 AM **Amanda Webb, Planning/Special Projects Director**

14. Planning & Development - Staff Update

Adjournment

Announcement

A Special Law Enforcement Agency Meeting will be held today at 12:00 (noon) p.m. in the City Commission Meeting Room, City Hall, 1101 Poyntz Avenue.

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: Shannon Sterling, Admin. Assistant II

MEETING: April 6, 2023

SUBJECT: 2023 Asphalt Overlay Program Contract with Shilling Construction

PRESENTER: John Ellermann, Director of Public Works

Attached for your approval is the contract for the 2023 Asphalt Overlay Program - Alternate No. 1, with Shilling Construction Co., Inc. in the amount of \$1,280,252.00.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the contract for the 2023 Asphalt Overlay Program - Alternate No. 1, with Shilling Construction Co., Inc. in the amount of \$1,280,252.00.

Move to table for further discussion.

Enclosures:

- 2023 Asphalt Overlay Program Contract with Shilling Construction (PDF)

CONTRACT AGREEMENT

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

2023 Asphalt Overlay Program

in accordance with the drawings, specifications, and other contract documents prepared by Riley County, and

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

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

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

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

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

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

b. Addenda to contract documents as follow:

Addendum No. No. 1	Dated February 17, 2023
_____	_____

c. Legal and procedural documents.

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

d. Detailed specification requirements.

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

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

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

g. Bonds.

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

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within 30 working days as stated in his proposal.

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

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

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

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

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

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

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

- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.
- d. If the Owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above-mentioned Schedule of Bid Prices – Alternate No. 1, Hi-View Drive, Lakeside Drive, Mound Ridge Road, North Marlatt Avenue, Gardiner Road, (North), County line Road, Lasita Road, LK&W Road, W. 68th Avenue, Blue Ridge Road, and Sharm Road is in the amount of **One Million Two Hundred Eighty Thousand Two Hundred Fifty-two Dollars and No Cents (\$1,280,252.00)**.

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Kathryn Focke, Chairman

SHILLING CONSTRUCTION COMPANY, INC.

By *Eric Shilling*
Vice President

Title

Address **Shilling Construction**
Company, Inc.
P.O. Box 1568
Manhattan, KS 66505

ATTEST: County Clerk

* * * * *

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

County Counselor

Attachment: 2023 Asphalt Overlay Program Contract with Shilling Construction (13298 : 2023 Asphalt Overlay Contract)

Bond No.: NKS2556

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

that the Contractor Shilling Construction Company, Inc. of Manhattan, KS, as
principal, and as surety Merchants National Bonding, Inc.

a corporation authorized under the laws of the State of Iowa

with general offices in Des Moines

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 One Million Two Hundred Eighty Thousand Two Hundred Fifty-two Dollars and No Cents (\$1,280,252.00).

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

Signed, sealed and delivered this _____ day of _____, 20 23.

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 23, for the furnishing
of all materials and labor and doing all the work of whatever kind necessary to construct a

2023 Asphalt Overlay Program

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

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

Attachment: 2023 Asphalt Overlay Program Contract with Shilling Construction (13298 : 2023 Asphalt Overlay Contract)

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.

Shilling Construction Company, Inc.

Principal



Merchants National Bonding, Inc.

Surety



Stacy Venn, Attorney-in-fact/Kansas Licensed Agent

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.

Bond No.: NKS2556

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 Shilling Construction Company, Inc., as principal, and as surety
Merchants National Bonding, Inc. a corporation authorized under the laws of the State of
Iowa with general offices in Des Moines 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
One Million Two Hundred Eighty Thousand Two Hundred Fifty-two Dollars and No Cents
(\$1,280,252.00) lawful money of the United States, for the payment of which sum well and truly to be
 made, said principal and surety bind themselves, their heirs, administrators, executors, successors, and
 assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____ 20 23.

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 _____, 20 23, for the furnishing of all materials and

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

2023 Asphalt Overlay Program

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

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

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

Attachment: 2023 Asphalt Overlay Program Contract with Shilling Construction (13298 : 2023 Asphalt Overlay Contract)

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.

Shilling Construction Company, Inc.

Principal



Merchants National Bonding, Inc.

Surety



Stacy Venn, Attorney-in-fact/Kansas Licensed Agent

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

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiemuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

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

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

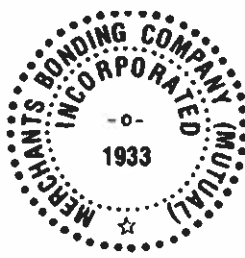
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.



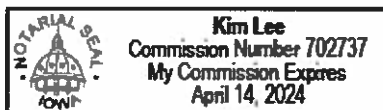
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2023.



William Warner Jr.
Secretary

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Shilling Construction Company (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

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

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

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

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

7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.

7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

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

9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.

11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.

12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:

- | | |
|--------------------------------------|-------------------------------------|
| • General Liability Insurance | \$500,000 per occurrence |
| • Workers Compensation | Per State Statutes |
| • Employers Liability | \$100,000 Bodily Injury By Accident |
| • \$500,000 Bodily Injury By Disease | |

- \$100,000 Bodily Injury by Disease
 - each employee
 - Business Auto (Owned & Non-Owned)
 - Property/Contents
- \$500,000 Combined single limit per occurrence.
Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.

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

14. **TERM AND TERMINATION.**

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

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

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

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

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

15. INDEPENDENT CONTRACTOR RELATIONSHIP. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current

or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

16. **PERSONNEL.**

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

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

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

17. **PROHIBITION OF CONFLICTS OF INTEREST.**

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

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

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

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

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

20. **RECORDS, REPORTS AND INSPECTION.**

20.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

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

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

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

21.1 Billing Procedures. Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

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

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

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

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

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

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Kathryn Focke, Chairman

Date

Contractor

SHILLING CONSTRUCTION COMPANY

By: _____
Name: *Eric Schumacher VP*

3/29/2023

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____



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: Shannon Sterling, Administrative Assistant II

MEETING: April 6, 2023

SUBJECT: Riley County Trash Services Proposed Extension of Contract - Howie's Trash Service

PRESENTER: Evan McMillan, Assistant Public Works Director

The Riley County Trash Services Contract with Howie's Trash Service is up for an extension. The current contract was signed on March 29, 2021, for a period of one year with the option to extend the contract for up to four (4) years. This would be the second extension of the original contract.

The original contract price is \$18,314.16 per year. Per the agreement options, Howie's Trash Service requested an increase in the contract price of \$7,470.24. The total cost of this contract would increase to \$25,784.40 per year. This amount is to be paid in monthly installments of \$2,148.70/month from April 2023 to March 2024.

POSSIBLE MOTION(S)

Move to approve the requested increase in the contract price to \$25,784.40 per year. This amount is to be paid in monthly installments of \$2,148.70/month from April 2023 to March 2024.

Table for further discussion.

Enclosures:



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 10, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 2 – Greg McKinley, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

1. Year to date budget and expenditure reports

9:15 AM

Katharine Hensler, Museum Director

2. Staff update

9:30 AM

Press Conference

9:50 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

10:10 AM

John Ellermann, Public Works Director/County Engineer

4. Project update

10:25 AM

Break

10:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

5. Virtual Legislative Conference

Adjournment

Attachment: 04-10-23 tentative agenda (12827 : Tentative Agenda)

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, April 11, 2023 (JF).

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
April 13, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 2 – Greg McKinley, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

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

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

Break

9:30 AM

Shilo Heger, Treasurer

4. Monthly Revenue Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

5. Economic development update

10:00 AM

Julie Gibbs, Health Department Director

6. Staff update

10:30 AM

Budget and Planning Committee - Darell Edie, Budget and Finance Officer

7. Monthly Cash Flow Reports

Attachment: 04-13-23 tentative agenda (12827 : Tentative Agenda)

Adjournment

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



PLANNING & DEVELOPMENT
Project

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: April 6, 2023

SUBJECT: Finalize Comprehensive Plan update consultant Request for Qualifications

PRESENTER: Amanda Webb, Planning Director

We discussed the draft Comprehensive Plan update consultant Request for Qualifications during March's update. I have made the updates we covered (consultant will evaluate all downtown county buildings, I've added population data, and added a tentative timeline of RFQ review events).

It is now ready for distribution. If the BOCC is comfortable with the final version, I will issue on April 10, 2023 and send to a variety of planning firms as well as post on the county website.

Enclosures:

- CP RFQ (PDF)



RILEY COUNTY REQUEST FOR CONSULTANT QUALIFICATIONS

Riley County, Kansas, is requesting qualification statements from professional planning consultants to assist with its Comprehensive Plan update.

Background:

Riley County, located in northeast Kansas, had an estimated 2021 population of 72,208, which includes the City of Manhattan population of approximately 55,400. Riley County is also home to Kansas State University with an enrollment of approximately 19,722 students in 2022 (KSU Enrollment Data). The Fort Riley Military Base, located eight miles west of Manhattan, is also a major employer in the area. Riley County has a three-member Board of County Commissioners.

Riley County's current comprehensive plan, Vision 2025, was adopted in October 2009. Riley County has new Land Development Regulations that became effective January 1, 2022. The City of Manhattan updated their urban area subdivision regulations, also effective January 1, 2022, that the county adopted as required. Riley County and City of Manhattan have an interlocal agreement for planning within the urban area – in most cases, county zoning applies while city subdivision regulations apply. There is also a joint urban area planning board (in addition to Riley County's Planning Board).

Scope of Services:

Following selection of a successful firm, a detailed scope of services will be developed by the County and consultant to outline the specific tasks, deliverables, and timeline.

Tasks the consultant must address:

- Review all existing related plans and studies: Use existing data and documents to examine past and present conditions and trends relating to land use, population, development, economic conditions, and any other pertinent element needed in the preparation of the comp plan.
- Public outreach/participation/committee coordination: Public participation should involve a wide-ranging and diverse selection of residents, organizations, and businesses, appropriate meeting and discussion formats, and significant information dissemination. Riley County has already engaged several local/regional organization members to serve as technical advisors on the Comprehensive Plan Committee, which will also include several targeted subcommittees. Riley County will issue an initial survey tentatively in spring 2023. While the consultant will compile public input and facilitate stakeholder engagement, Riley County will be a partner in all community engagement efforts.
- Demographics/socioeconomics: Consultant will be responsible for collecting current and projected demographic and socioeconomic trends. Riley County will make the final determination as to what data will be included within the plan itself.

- Current and future land use: A current land use map shall be created that reflects agricultural, residential, industrial, and commercial development in the county. The consultant will assist in evaluating current identified growth areas and identifying new potential growth areas. A Future Land Use map shall be created based on population projections, recent developments, and economic trends.
- Evaluate county facilities/space needs for all downtown county buildings.

Contractual Provisions:

In addition to the Scope of Services, the consultant contract shall include the Contractual Provisions Attachment included with this Request for Qualifications.

Budget:

The Board of County Commissioners have allotted \$25,000 towards this project within fiscal year 2023. There is potential for additional funding through the 2024 budget based on project needs.

Anticipated timeline (subject to change as necessary):

Event	Date
Release RFQ	April 10, 2023
Deadline for RFQ questions	5:00 pm, April 21, 2023
RFQs due	5:00 pm, May 5, 2023
Committee review	May 8 - 12, 2023
Interview firms/recommendation	May 15 – May 17, 2023
BOCC makes final decision and authorizes staff to negotiate a contract	May 22, 2023
Notification of selected consultant	May 22, 2023
Contract settled and consultant begins	June 5, 2023

All plans must be completed and adopted **no later than** December 2024. A more precise timeline will be configured once the consultant is on board and scope of services is clearly detailed.

Submission Requirements:

- Cover page:
 - Title of project
 - Date of submittal
 - Firm name/address/phone
 - Primary contact/email address/phone
- Qualifications:
 - Summarize experience/qualifications for each person assigned to the project. Please do not include full resumes.
 - Outline experience with long range projects, specifically comprehensive plans.
 - Provide your understanding of the project and the tasks the consultant is responsible for.
 - Describe your overall philosophy towards long range planning/comprehensive planning.
 - A detailed description of the types of public participation processes used successfully by the firm in similar projects.

- Indication that there will be enough staff assigned to the project as necessary to meet the timeline.
- Budget/Scope of Work
 - Please include your scope of work/deliverables for the life of the project and the associated cost to each.
- References
 - Provide three (3) references of past clients for whom similar work has been performed and involved at least one of the primary team members listed in the proposal.
 - Include the contact person's name, title, firm, address, telephone number, which consultants were involved in the project, and the year the project was completed.

Directions for Submission: Provide ten (10) copies of the submittal by 5:00 pm on May 5, 2023. Mail copies to the following address:

Amanda Webb
Planning Director
110 Courthouse Plaza
Manhattan, KS 66502

All questions should be directed to Amanda Webb at awebb@rileycountyks.gov or (785) 537-6332.

Evaluation criteria:

- All items provided as per submission requirements.
- Demonstrated understanding of the project and tasks consultant is responsible for.
- Experience with long-range planning, specifically comprehensive plans.
- Availability and experience of professional staff assigned to the project.
- Creativeness and effectiveness in facilitating public outreach and technical group engagement strategies.
- Basic knowledge of Riley County.

Screening process:

A Selection Committee comprised of the Board of County Commissioners, Planning & Development Department staff, and staff from other county departments will begin the initial screening process. Selected firms will then be interviewed by the Selection Committee. The committee's recommendation for selection of the consultant will be reviewed by the Board of County Commissioners, which will make the final decision, prior to development of a Scope of Services and contract.

Disclaimers:

Riley County reserves the right to reject any and all proposals. All costs including travel and expenses incurred in the preparation of this proposal shall be borne by the proposing firm. All work product, whether hard copy or electronic, shall remain the property of the county and shall be provided to the county upon completion of the contract or upon request.

All persons awarded and/or entering into contracts with Riley County shall be subject to and required to comply with all applicable City, State, and Federal provisions pertaining to non-discrimination, Equal Employment Opportunity, and Affirmative Action.



NOXIOUS WEED/HHW
Staff Update

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

STAFF REPORT

FROM: Michael Boller Director Riley County Noxious Weed

MEETING: April 6, 2023

SUBJECT: Staff Update

PRESENTER: Michael Boller Director Riley County Noxious Weed

Enclosures:

- 4-6-23 Staff Report (DOC)

Riley County Noxious Weed/HHW Department

Michael Boller, Director

April 6, 2023

Staff Report

Noxious Weed/Mowing:

- Spring spraying will begin this month with bare ground applications on county roads. Bare ground includes sign spraying, roadside, guardrails and parking lots and utility areas maintained by the county.
- Solid spraying for noxious and annual weeds will begin this month as weather permits. One-third of the county is solid sprayed every year. This year the north county will be treated.
- Spring seeding projects on county right-of-way began March 21st. Public Works crews were busy over the fall with ditch clean outs and projects so there are several areas in the county that will require seeding. There are over 45 project areas across the county and crews began in the north part of the county and working south.
- Noxious Weed Department currently has a full stock of cost share chemical to sale for treatment of noxious weeds. As reported last month buyers of large quantity (over 180 gallons) may require an inspection prior to sale so landowners should plan accordingly. This is to help ensure compliance with State statue.
- County roadside mowing will begin in May and all equipment is ready and available.

HHW:

- Next HHW collection at Howie's Recycling is Saturday, April 15, 2023 from 8:00am to 12:00 noon. No business waste will be accepted at this event or truck loads of waste. * Note this will be the third Saturday of month. Normally this is always on the second Saturday of month but in observance of Easter Week in was moved. This change is noted on the HHW website, Riley County Facebook and Howie's newsletter as they will be closed that weekend as well.
- Clean Harbors (HHW contractor) conducted clean-out at our facility in March. We also have been in negotiation with Clean Harbors as cost of disposal of HHW continue to rise above market. We saw a 26% rise in cost in one year and as a result Big Lakes Regional raised the disposal budget. We are seeing raises every couple of months which makes budgeting very difficult. We are hopeful to lock in costs for 1 year period moving forward and hoping to see some reduction as markets continue to stabilize.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five gallon containers available.

- Regional training for HHW operators will be conducted in cooperation with Barton County Community College. The training will take place April 13th at the Riley County Public Works training room.
- Justin Brenner and I will be attending WORKS training for solid waste and HHW management in Manhattan Topeka from April 18th to April 20th



NOXIOUS WEED/HHW
Purchase

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

COMMISSION AGENDA REPORT

FROM: Michael Boller Riley County Noxious Weed Director

MEETING: April 6, 2023

SUBJECT: Bid Recommendation for new tractor mower

PRESENTER: Michael Boller Riley County Noxious Weed Director

BACKGROUND

Summary of bids received for replacement of Midsize Mower Tractor and recommendation to move forward on one of the bids.

FISCAL IMPACT

Purchase has been approved through CIP and funds has been reserved for purchase.

RECOMMENDATION(S)

Recommend moving forward and making purchase from Prairieland Partners Wamego KS model 6120M which was the lowest of two bids received and meets the required specifications.

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 Mid Size Tractor Bid Summary (DOC)
- 2023 Midsize Tractor Bid Recommendation (DOCX)

Riley County Weed Department

Bid Sheet 2023 Midsize Mower Tractor

Bidder	Bid Price	Option	
KanEquip, Inc. 408 Lincoln Wamego, KS 66547	\$116,909.10		
Prairieland Partners, LLC 1001 Southwind Drive Wamego, KS 66547	\$111,500.00	\$98,285.77 (Does not meet specs)	

Attachment: 2023 Mid Size Tractor Bid Summary (13302 : 2023 Tractor Bid Recommendation)

Riley County Noxious Weed 2023 Midsize Tractor Bid Recommendation

Prairieland Partners, LLC #1
1001 Southwind Drive
Wamego, KS 66547

John Deere Model 6120M

Total Bid Amount: \$111,500.00



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 Staff Update
MEETING: April 6, 2023
SUBJECT: April Staff Update
PRESENTER: Anna Burson

Enclosures:

- 04-06-2023 Appraiser's Office Commission Meeting update (DOCX)
- BOTA UPDATE 4-6-23 (PDF)

Appraiser's Office Report

BOCC
April 6th, 2023

- **Personal property**

- Staff are currently processing returned renditions. Renditions were due March 15th and those who have not returned them will statutorily be assessed penalties at 5% per month up to a total of 50%. Penalties cannot be reduced without a Board of Tax Appeal order. We highly encourage property owners to return them as soon as possible to minimize penalties.
- With the current staff vacancy in personal property our Residential Appraiser III is still currently serving in dual roles to help through the transition. The Personal Property Appraiser III/II position is posted, and we hope to fill that role soon.

- **Agricultural**

- Staff are working through the informal appeals process. This year producers will not receive an AG questionnaire. However, we encourage producers to continue reporting a change in use or production to our office.

- **Residential-**

- Valuation Notices were mailed February 24th, owners had until March 27th to file an informal appeal. If property owners missed the deadline for an informal appeal the next opportunity to appeal will be when they pay the tax bill in December. Additional information on filing a payment under protest is available on the website.
- As a reminder the mill levy relating to the 2023 valuation notices is not set until October.
- We have a total of 951 Informal appeals the summary below identifies the appeals by property class.

2023 Informal Appeal Summary	
Prop Class	Count
A	7
C	52
E	3
F	28
R	639
V	222
Grand Total	951

- 2024 annual review has started, the variance request was approved by PVD. This request was submitted like last year's request for variance. A variance means instead of physically measuring every parcel that is due for annual reinspection onsite we will verify data via digital imagery. In the event information can not be verified or appears inaccurate a physical inspection will be conducted on the property. Green cards will be mailed again this year on all parcels due for reinspection.
- Sales validation is largely at a halt as we are working through the informal appeal season. Most sales in this report currently have not gone through the validation process. We have recorded 154 sales of which 123 are residential properties. The median sale price is up over last month currently at \$194,875 and the average sale price is also up at \$223,226, with our current ratio at 98%. Once we start validation these numbers will likely change. We have 63 new building permits for 2023 so far and 9 of those are new dwellings.

○

- **Commercial-**

- I have attached the Commercial BOTA list with no new BOTA cases at this time. One notable change is Country Meadows has agreed to a stipulated value for 2022, the appeal was originally scheduled to be

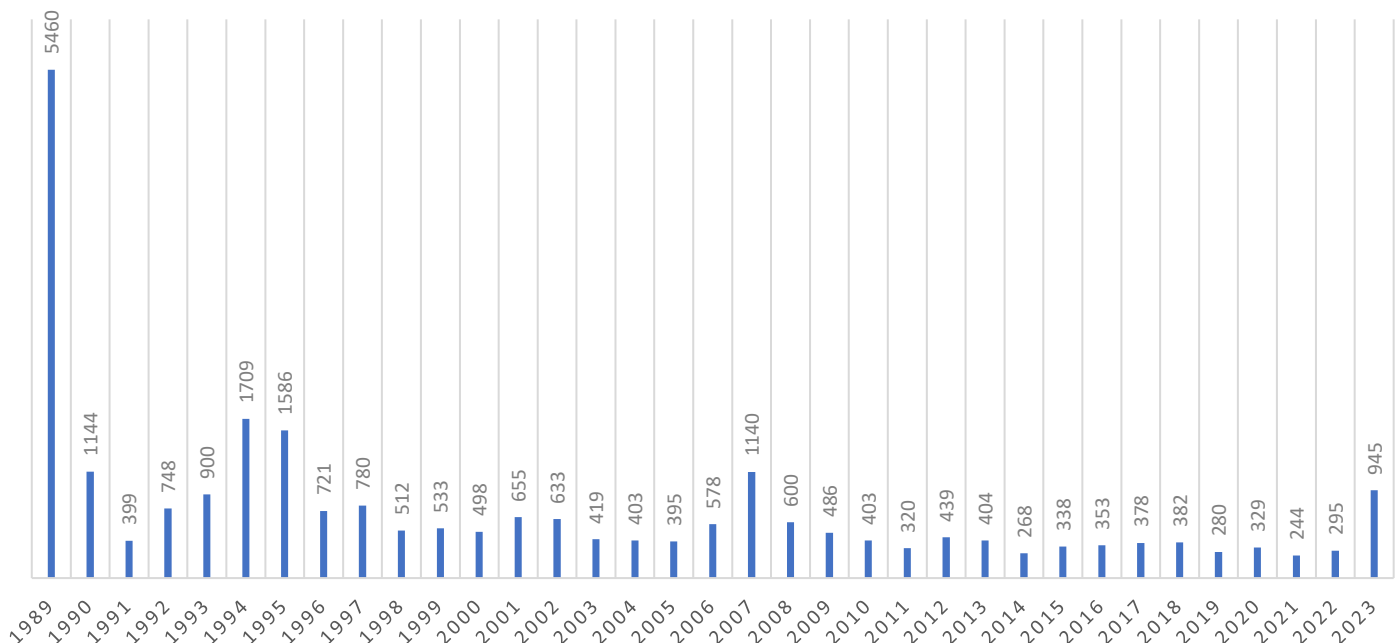
heard at BOTa on June 2nd. The stipulation is a result of additional information considered in the final valuation of this property. In addition, all the appeals originally scheduled for August 7th have been continued. Four other properties have yet to be scheduled.

- There are a total of 55 Commercial informal appeals as noted above including 3 exempt properties one of which was canceled.
- Our analyst is working to prepare documentation for the Board of Tax Appeal hearing scheduled in Topeka.

● **Additional Information-**

- I have been heavily involved in legislative items that have come up as there have been multiple bills proposed that affect our process and would impact staff time, budgets, and operating procedures as we move forward.
- SB 252- Granting exemption for property in competition with exempt entities.
- SB 323-Bill introduced to make the County Appraiser elected.
- SCR 1610- Imposing 3% cap on valuation. Proposed in Senate Tax Committee (Not adopted in Senate) 26 for 14 against
- HB 2002-relating to the RNR statements extending reimbursement to clerks; requiring 2 prior years valuation be listed on the annual valuation notice; allowing filing of an appraisal by certified residential real property appraiser for appeal purposes; discontinuing the prohibition of paying taxes under protest after a valuation appeal; accounting for adverse influences in the valuation of ag land.
- SB 274- Requiring the cost approach value be used for certain properties.
- SB 263- regarding appraiser directives being established by rules and regs and the current directives expiring June 30th, 2024, was amended to June 30th, 2027.
- SB8- reducing personal property penalties and filing requirements.
- I have started preparations for the 2024 budgets.
- Time off- I will be out of the office Monday April 10th. In addition, I am planning to take vacation August 4th thru August 8th.

RILEY COUNTY HISTORIC APPEAL COUNT



BOTA - OPEN												
3/1/2023												
DOCKET	PARCEL NUMBER	QR#	YEAR	APPLICANT	PROPERTY OWNER	BUSINESS NAME/SITE	COUNTY VALUE	TAXPAYER VALUE	APPRAISER	SCHEDULED	Evidence Mail Date	
2022-1383-EQ	081-189-31-0-00-00-007-00-0	R6092	2022	FLANAGAN/BILTON LLC	COLONIAL GARDENS LLC (3050 TCB)	COLONIAL GARDENS MHP OFFICE	\$407,900	\$305,000	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 9:00 FOR 2 HOURS IN TOPEKA		
2022-1382-EQ	081-189-31-0-00-00-010-00-0	R6096	2022	FLANAGAN/BILTON LLC	COLONIAL GARDENS LLC (3000 TCB)	COLONIAL GARDENS	\$7,941,430	\$6,000,000	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 9:00 FOR 2 HOURS IN TOPEKA		
2022-679-EQ	081-189-31-0-00-00-012-01-0	R6098	2022	MATT CANTESE	COUNTRY MEADOWS RESIDENCES	COUNTRY MEADOWS RESIDENCES	\$5,666,700	??	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 11:00 FOR 1 HOUR IN TOPEKA		
2022-1384-EQ	081-189-31-0-00-00-017-01-0	R6104	2022	FLANAGAN/BILTON LLC	COLONIAL GARDENS LLC (0000 E MARLATT)	COLONIAL GARDENS - VACANT	\$1,870	\$1,500	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 9:00 FOR 2 HOURS IN TOPEKA		
2020-6179-PR	081-203-07-2-80-01-001-02-0	R9273	2019	JOSEPH CASAD/TAX VALUE SPECIALISTS	BJS, INC	IHOP	\$1,974,000	?	COMMERCIAL	MONDAY, AUGUST 21, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		CONTINUED
2020-6180-EQ	081-203-07-2-80-01-001-02-0	R9273	2020	JOSEPH CASAD/TAX VALUE SPECIALISTS	BJS, INC	IHOP	\$1,974,000	\$1,482,207	COMMERCIAL	MONDAY, AUGUST 21, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		CONTINUED
2021-1105-EQ	081-203-07-2-80-01-001-02-0	R9273	2021	JOSEPH CASAD/TAX VALUE SPECIALISTS	BJS, INC	IHOP	\$1,974,000		COMMERCIAL	MONDAY, AUGUST 21, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		CONTINUED
2020-1714-EQ	081-204-18-2-10-18-001-00-0	R9845	2020	BREER LAW FIRM - KEVIN BREER	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$2,100,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-5574-EQ	081-204-18-2-10-18-001-00-0	R9845	2021	BREER LAW FIRM - KEVIN BREER	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,770,000		COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2022-1386-EQ	081-204-18-2-10-18-001-00-0	R9845	2022	BREER LAW FIRM - KEVIN BREER	MHTTTN MARKETPLACE	A&W/NOODLES/ETC.	\$1,670,000	??	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2020-1099-EQ	081-204-18-2-10-18-001-01-0	R9846	2020	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$133,660	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2021-1437-EQ	081-204-18-2-10-18-001-01-0	R9846	2021	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,910	prior year value	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2022-2165-EQ	081-204-18-2-10-18-001-01-0	R9846	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,400	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2020-1097-EQ	081-204-18-2-10-18-002-00-0	R9847	2020	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,398,740	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2021-1435-EQ	081-204-18-2-10-18-002-00-0	R9847	2021	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,478,940	prior year value	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2022-2164-EQ	081-204-18-2-10-18-002-00-0	R9847	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,480,660	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2020-1098-EQ	081-204-18-2-10-18-011-00-0	R9848	2020	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$119,500	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2021-1436-EQ	081-204-18-2-10-18-011-00-0	R9848	2021	LINDA TERRILL - PROP TAX LAW GROUP	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,850	prior year value	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
23022-2166-EQ	081-204-18-2-10-18-011-00-0	R9848	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,000	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 @ 1:30 FOR 3.5 HOURS IN TOPEKA		
2020-1509-EQ	081-204-18-2-10-20-001-00-0	R9850	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	HY-VEE INC	HY-VEE	\$6,750,000	?	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 3:30 FOR 1 HOUR IN TOPEKA		
2021-3394-EQ	081-204-18-2-10-20-001-00-0	R9850	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	HY-VEE INC	HY-VEE	\$6,750,000	\$3,375,000	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 3:30 FOR 1 HOUR IN TOPEKA		
2022-1279-EQ	081-204-18-2-10-20-001-00-0	R9850	2022	J. W. CHATAM & ASSOC	HY-VEE INC	HY-VEE	\$7,000,000	?	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 3:30 FOR 1 HOUR IN TOPEKA		
2021-285-PR	081-204-18-2-10-20-004-02-0	R9855	2020	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,375,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-5575-EQ	081-204-18-2-10-20-004-02-0	R9855	2021	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,160,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2022-1387-EQ	081-204-18-2-10-20-004-02-0	R9855	2022	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,090,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2020-1713-EQ	081-204-18-2-10-20-005-00-0	R9857	2020	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,585,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-2046-EQ	081-204-18-2-10-20-005-00-0	R9857	2021	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,125,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2022-1385-EQ	081-204-18-2-10-20-005-00-0	R9857	2022	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,015,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2020-1715-EQ	081-204-18-2-10-20-013-00-0	R302812	2020	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$745,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-5576-EQ	081-204-18-2-10-20-013-00-0	R302812	2021	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$630,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2022-1388-EQ	081-204-18-2-10-20-013-00-0	R302812	2022	BREER LAW FIRM - KEVIN BREER	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$380,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-1615-EQ	081-204-18-2-20-19-001-00-0	R10250	2021	MHI-MANHATTAN 2 LLC	PR MIG MANHATTAN OWNER LLC	COURTYARD BY MARRIOTT	\$14,651,580	?	COMMERCIAL	PENDING		
2022-2176-EQ	081-204-18-2-20-19-001-00-0	R10250	2022	MHI-MANHATTAN 2 LLC	PR MIG MANHATTAN OWNER LLC	COURTYARD BY MARRIOTT	\$17,330,300	?	COMMERCIAL	PENDING		
2021-1662-EQ	081-204-18-2-30-03-004-00-0	R10629	2021	BREER LAW FIRM - KEVIN BREER	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$3,820,400	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2022-2163-EQ	081-204-18-2-30-03-004-00-0	R10629	2022	BREER LAW FIRM - KEVIN BREER	KSU REAL ESTATE FUND LLC	HOLIDAY INN CAMPUS	\$4,011,420	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2021-383-PR	081-204-18-2-60-31-005-00-0	R11572	2020	LINDA TERRILL - PROP TAX LAW GROUP	PARKWOOD LLC	PARKWOOD INN & SUITES	\$1,550,000	\$700,000	COMMERCIAL	PENDING		
2021-1438-EQ	081-204-18-2-60-31-005-00-0	R11572	2021	LINDA TERRILL - PROP TAX LAW GROUP	PARKWOOD LLC	PARKWOOD INN & SUITES	\$1,215,790	prior year value	COMMERCIAL	PENDING		
2021-420-PR	081-204-18-2-80-09-014-00-0	R12120	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	PARKING LOT ON HOUSTON STREET	\$208,650	\$100,000	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-3485-EQ	081-204-18-2-80-09-014-00-0	R12120	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	PARKING LOT ON HOUSTON STREET	\$213,080	\$106,500	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-419-PR	081-204-18-2-80-09-015-00-0	R12121	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	MID TOWN PLAZA	\$1,098,850	\$550,000	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-3486-EQ	081-204-18-2-80-09-015-00-0	R12121	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	MID TOWN PLAZA	\$1,094,420	\$547,000	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-418-PR	081-204-18-2-80-14-002-00-0	R12158	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	ICON (HOUSTON STREET BALLROOM)	\$1,353,200	\$675,000	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2022-5112-EQ	081-216-14-0-10-03-006-02-0	R19739	2022	BLAKE NEWELL - J.W.W CHATAM & AASOC	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,220,060	?	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 9:00 FOR 3 HOURS IN TOPEKA		
2021-336-PR	081-204-18-2-80-26-001-00-0	R12229	2020	BLAKE NEWELL - J.W.W CHATAM & AASOC	HCW-MANHATTAN, LLC	HILTON GARDEN INN	\$11,301,990	?	COMMERCIAL	MONDAY, AUGUST 21, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2021-1398-PR	081-204-18-2-80-26-001-00-0	R12229	2021	HCW-MANHATTAN, LLC	HCW-MANHATTAN, LLC	HILTON GARDEN INN	\$7,509,900	?	COMMERCIAL	MONDAY, AUGUST 21, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2021-2065-EQ	081-204-18-2-80-28-004-00-0	R12236	2021	BREER LAW FIRM - KEVIN BREER	MANHATTAN HOTELS LLC	HOLIDAY INN EXPRESS	\$3,597,840	?	COMMERCIAL	MONDAY, AUGUST 21, 2023 @ 3:30 FOR 1 HOUR IN TOPEKA		
2020-1749-EQ	081-211-11-0-40-13-003-00-0	R15610	2020	BREER LAW FIRM - KEVIN BREER	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,914,700	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 2:30 FOR 2 HOURS		
2021-1660-EQ	081-211-11-0-40-13-003-00-0	R15610	2021	BREER LAW FIRM - KEVIN BREER	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$22,833,000	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 2:30 FOR 2 HOURS		
2022-2172-EQ	081-211-11-0-40-13-003-00-0	R15610	2022	BREER LAW FIRM - KEVIN BREER	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$23,790,490	?	COMMERCIAL	CONTINUED MONDAY, AUGUST 7, 2023 @ 2:30 FOR 2 HOURS		
2022-1278-EQ	081-211-12-0-20-01-027-01-0	R15647	2022	J. W. CHATAM & ASSOC	MERCY HEALTH CENTER OF MANHATTAN	MHTTN SURGICAL HOSPITAL	\$6,149,400	?	COMMERCIAL	MONDAY, AUGUST 21, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA		
2020-1523-EQ	081-211-12-0-30-01-008-02-0	R16065	2019	ROBERT MUNSON	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,067,700	?	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2020-1523-EQ	081-211-12-0-30-01-008-02-0	R16065	2020	ROBERT MUNSON	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,038,100	?	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2021-3483-EQ	081-211-12-0-30-01-008-02-0	R16065	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,038,100	\$519,050	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2022-1276-EQ	081-211-12-0-30-01-008-02-0	R16065	2022	J. W. CHATAM & ASSOC	CENTRAL NATIONAL BANK	CENTRAL NATIONAL BANK	\$1,049,900	\$500,000	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 1:30 FOR 1 HOUR IN TOPEKA		
2020-915-EQ	081-211-12-0-30-11-004-01-0	R16204	2020	LINDA TERRILL - PROP TAX LAW GROUP	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,715,200	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 IN TOPEKA FOR 3.5 HOURS		
2021-1439-EQ	081-211-12-0-30-11-004-01-0	R16204	2021	LINDA TERRILL - PROP TAX LAW GROUP	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400	prior year value	COMMERCIAL	FRIDAY, JUNE 2, 2023 IN TOPEKA FOR 3.5 HOURS		
2022-2155-EQ	081-211-12-0-30-11-004-01-0	R16204	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400	?	COMMERCIAL	FRIDAY, JUNE 2, 2023 IN TOPEKA FOR 3.5 HOURS		
2022-5112-EQ	081-216-14-0-10-03-006-02-0	R19739	2022	CHATAM & ASSOCIATES	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,220,060	\$600,000	COMMERCIAL	PENDING		
2021-3484-EQ	081-216-23-0-10-08-001-00-0	R20575	2021	BLAKE NEWELL - J.W.W CHATAM & AASOC	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$7,674,200	\$3,873,100	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA		
2022-1277-EQ	081-216-23-0-10-08-010-00-0	R20575	2022	J. W. CHATAM & ASSOC	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS	\$8,152,300	\$4,000,000	COMMERCIAL	FRIDAY, MAY 19, 2023 @ 2:30 FOR 1 HOUR IN TOPEKA		
2020-1525-EQ	081-216-24-0-20-01-002-00-0	R21281	2020	LATHROP & GAGE LLP, R. SCOTT BEELER	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000	COMMERCIAL	TUESDAY, JULY 11, 2023 @ 9:00 ONE FULL DAY IN TOPEKA		
2021-2023-EQ	081-216-24-0-20-01-002-00-0	R21281	2021	LATHROP & GAGE LLP, R. SCOTT BEELER	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000	COMMERCIAL	TUESDAY, JULY 11, 2023 @ 9:00 ONE FULL DAY IN TOPEKA		
2022-1355-EQ	081-216-24-0-20-01-002-00-0	R21281	2022	LATHROP & GAGE LLP, R. SCOTT BEELER	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,200,000	\$4,070,000	COMMERCIAL	TUESDAY, JULY 11, 2023 @ 9:00 ONE FULL DAY IN TOPEKA		
2020-914-EQ	081-216-24-0-20-02-001-00-0	R21288	2020	LINDA TERRILL - PROP TAX LAW GROUP	TARGET CORPORATION	TARGET	\$9,850,000	?	COMMERCIAL	PENDING		
2021-1440-EQ	081-216-24-0-20-02-001-00-0	R21288	2021	LINDA TERRILL - PROP TAX LAW GROUP	TARGET CORPORATION	TARGET	\$9,700,000	prior year value	COMMERCIAL	Dismissed-No Fee - REINSTATED 07/06/21 - Pending		
2022-2157-EQ	081-216-24-0-20-02-001-00-0	R21288	2022	PROPERTY TAX LAW GROUP-LINDA TERRILL	TARGET CORPORATION	TARGET	\$9,700,000	?	COMMERCIAL	PENDING		

Attachment: BOTA UPDATE 4-6-23 (13305 : Appraiser's Office Staff Update)



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: April 6, 2023

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Webb, Planning Director

Enclosures:

- March PD Update (PDF)
- April Staff Update (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: April 6, 2023
To: Riley County Board of County Commissioners
From: Amanda Webb, Planning & Special Projects Director
Re: Planning & Development March 2023 Staff Report

Staff presented code enforcement information to the BOCC for Zoning, Property Maintenance, and Sanitary Code violations.

Keats sewer benefit district:

Staff and consultants held a community meeting at the Keats United Methodist Church on March 9. Over 30 community members attended, and we were able to get consensus of support for evaluating the lagoon option. We are still in search of a location as well as additional funding.

Comprehensive Plan update:

- Comprehensive Plan update webpage: <https://www.rileycountyks.gov/2032/Comprehensive-Plan-Update>
- I've contacted a variety of people with various agencies and organizations to let them know of the update as well as gauge their interest in being a part of the Technical Advisory Committee (we will call it the Comprehensive Plan Committee). I've received response from several folks and hope to hear from more. I anticipate this group will meet to get started late May to early June.
- We will issue a Request for Qualifications (RFQ) for consultant assistance on this project. The consultant will aid in facilitating stakeholder and citizen discussions, compiling public input, updating technical data including demographics and the land use inventory, and assessing building and space needs for current downtown county buildings/departments. The final draft will be before the BOCC on April 6, 2023.
- I have prepared a draft survey that we discussed during the last monthly update. It needs refinement, and Vivienne is working on this with me. Once we have an updated document, I will bring that back for review. I would like this survey to go out before the Comprehensive Plan Committee begins their work. We are also determining how best to distribute the survey (other than online).
- We again reviewed the various public input and engagement methods we will utilize during the update process.

Fee schedule review:

The BOCC approved Resolution #030223-13 at the March 2, 2023 meeting and the new Planning & Development fee schedule became effective March 11.

Attachment: March PD Update (13299 : Staff Update)

Current Planning:

- At their March 13, 2023 meeting, the Riley County Planning Board:
 - Reviewed a replat request by Shellee and Earlene Foltz and Drew Brokenicky and forwarded a recommendation of approval to the BOCC. The BOCC also approved the request in a subsequent meeting.
 - Tabled Evergy's Special Use request for a new electrical substation on McDowell Creek Road in Ashland Township.
- One pre application meeting held:
 - Roger West plat
- One final approval was granted for an agricultural exemption to subdivide property and construct a home. Bona fide agricultural operations are exempt from subdivision and zoning regulations.
- The BOCC appointed Debbie Nuss to the Manhattan Urban Area Planning Board as the city/county alternate, to replace Neil Parikh who was not eligible for another term.
- At their April 10, 2023 meeting, the Riley County Planning Board will:
 - Review a replat request by David and Susan McCullers. That recommendation will then be forwarded to the BOCC for final determination.
 - The Evergy Special Use request will be removed from the table. The board's recommendation will then be forwarded to the BOCC for final decision at a subsequent meeting.
- At their April 13, 2023 meeting, the Manhattan Urban Area Planning Board will:
 - Review a request by Joseph McGraw to rezone an unplatted tract from Light Industrial to Highway Business and plat the tract into three commercial lots. The recommendation will then be forwarded to the BOCC for a final decision.

Personnel:

- Sarah Dorsen started as our as-needed Clerical Assistant.
- The Environmental Health Specialist position became vacant on March 13, 2023. The job opening has been posted in a variety of locations. I am reviewing applications and scheduling interviews as appropriate.
 - We discussed the EHS transition with the BOCC on March 9. I am working on finding contract assistance in the meantime and identifying other methods to keep offering necessary services.

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 address: <https://www.rileycountyks.gov/2024/Battery-Recycling>

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:

- Bi-state APA conference planning committee meetings
- Budget & Planning committee meetings
- Legal roundtable
- Serving as treasurer for Kansas Association of County Planning & Zoning Officials (KACPZO)
- Riley County Rural Economic Development Advisory Board
- Emergency Management/Public Works/Planning & Development Coordination meeting
- KAC Legislative Liaison session
- FHWC Housing Workgroup
- Met with Commissioner Ford to discuss several P&D related items
- County Officials' luncheon
- Discussed housing/grant programs with Josh Brewer, Director, MAHFH

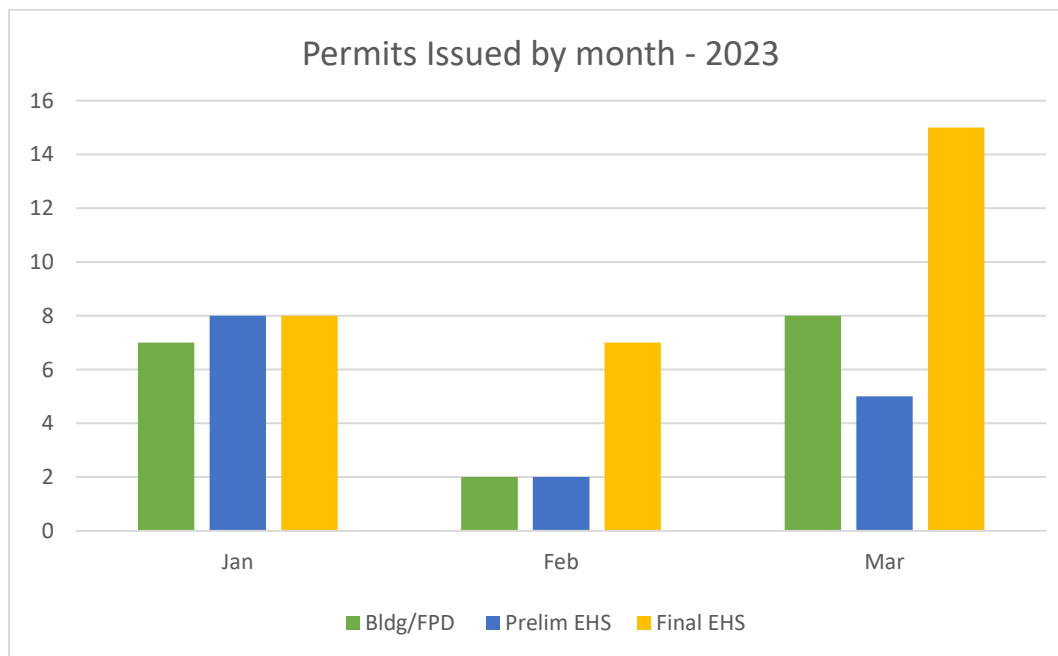
February 2023 permits issued:

Building/Sign permits:	2
Floodplain development permits:	0
Environmental Health Permits (Preliminary Approval)	2
Environmental Health Permits (Final/Use)	7
Short Term Rental Licenses	3

March 2023 permits issued:

Building/Sign permits:	7
Floodplain development permits:	1
Environmental Health Permits (Preliminary Approval)	5
Environmental Health Permits (Final/Use)	15
Short Term Rental Licenses*	0

*Applications received in March: 1



Planning and Development
Staff Update
March 29, 2023

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. Comprehensive plan update presentations where held before the Riley County Planning Board on May 9 and before the Manhattan Urban Area Planning Board on May 16. BOCC presentation was 6/27/22. Have created a dedicated website page for the plan update.	Monthly BOCC updates on going. Reaching out to organizations to assemble the TAC. Working on a consultant RFQ and working a public survey.	11/1/2021		6/30/2025
Keats Sewer District	Amanda Webb & EHS staff	Sam Johnson working on final PER. Committee met with USDA. Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Sent letters to prospective property owners to inquire about purchasing 10 acres for a lagoon. No interest. Provided BOCC update 4/21/2022. Held working group meeting on 5/24/2022. Sent neighbor letter on 7/12/22. Neighbor is not interested. Perry, Amanda and Commissioner Focke visited the Keats area and several surrounding sites looking for options. Held public meeting on March 9th.	Exploring additional funding options and lagoon sites.	11/1/2014		6/30/2023
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.	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. Working on a new address for the rural fire station off of McDowell Creek Rd.	8/1/2015		5/1/2023
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		12/31/2023
Regulations						
Grants						
Keats Sewer District	Amanda Webb	Sam Johnson working on final PER. Committee met with USDA. Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Sent letters to prospective property owners to inquire about purchasing 10 acres for a lagoon. No interest. Provided BOCC update 4/21/2022. Held working group meeting on 5/24/2022. Sent neighbor letter on 7/12/22. Neighbor is not interested. Perry, Amanda and Commissioner Focke visited the Keats area and several surrounding sites looking for options. Held public meeting on March 9th.	Exploring additional funding options and lagoon sites.	TBD		6/30/2023
Current Planning						
Briggs/Emley - Boundary Line Adjustment	Bob Isaac	Application received. Boundary Line Adjustment approved/complete. Plat filed 2/24/2023.	Project closed.	10/6/2022		2/24/2023
Foltz - Replat and Final Dev. Plan update	Bob Isaac	BOCC approved amended planned unit development and plat. Plat filed with ROD on 2/23/2023. Resolution filed 4/1/2023.	Project closed.	1/3/2023		4/1/2023
Tegtmeier/LAWE LLC - PUD Amendment	Bob Isaac	Conducted the RCPB and BOCC hearings. Resolution published. Appeal received and under review by legal.	Waiting for legal response and need to go through appeal process. Plat needs to be filed depending outcome. Court date is schedule for June 5th.	3/28/2022		7/1/2023
Evergy - Special Use for a substation	Bob Isaac	NOPH published and 1000' letters mailed. Public hearing tabled to the April 10, 2023 RCPB meeting.	Conduct RCPB public hearing.	1/30/2023		5/1/203
McCullers - Replat	Bob Isaac	NOPH published and 1000' letters mailed.	Conduct RCPB public hearing.			4/23/2023
McGraw - Plat & Rezone	Bob Isaac	NOPH published and 1000' letters mailed.	Conduct MUAPB public hearing.	2/24/2023		5/1/2023
West - Replat	Bob Isaac	Application received.	Process application.	2/24/2023		5/8/2023
Loecker - Replat	Bob Isaac	Application received.	Process application.	3/17/2023		5/8/2023
Permits						
22-007-MRWW Baxter	EHS staff	Install new risers/lids, effluent filter and new rubber grament on outlet side of septic tank. Repairs completed.	Permit issued.	10/6/022		2/28/2023
21-0146-MRWW Worrel	EHS staff & Craig Cox	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.	Counsel preparing a letter requesting a call to set up meeting (to include new staff).	7/8/2021		4/28/2023
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		5/31/2023
21-0228-MRWW Parker 3120 W 20th	EHS staff	Application received and processed. Site visit has been completed.	Applicant to complete repair. Waiting on warmer weather.	10/5/2021		4/30/2023
22-003-ACC Pride	Darrin Hobbs & EHS staff	Application received and processed.	Property owner wants to build in the middle of the lot and needs to obtain survey to determine boundary lines.	9/22/2022		3/15/2023
22-010-ACC Meader	Darrin Hobbs & EHS staff	Application received and processed.	Property owner to provide construction plans to determine use of building.	11/4/2022		5/31/2023
22-002-COM No Stone Unturned	Darrin Hobbs	Application received and processed.	Waiting on Code Footprint.	12/8/2022		4/1/2023
Property Maintenance Code Violations						
Kilner - Unsafe structure	Darrin Hobbs & Craig Cox	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. Craig to file appellate brief.	8/18/2016		5/12/2023
21-0025 Harry Baxter - Dangerous Structure- 780 Tabor Valley Rd	Darrin Hobbs	Property owner is aware that the building needs to be torn down. Property owner stated he would temporarily repair the structure and then remove at later date. Property owner to make temporary repairs to use structure during remodeling of principal structure.	Follow up with property owner.	4/27/2021		5/31/2023
Hermesch - Unsafe structure	Clancy Holeman	Counselor met with P&D staff for Property Maintenance Code application. Photos of property taken.	Counsel put property in 2018 tax case for 2014 & 2015 delinquent taxes.	11/24/2015		TBD
21-0088 Tuttle Terr - Inoperable vehicles/Unregistered vehicles, Mobile Homes that could be harboring rodents and animals, appliances, etc.	Darrin Hobbs	Inspection conducted and notification letter sent. Notification letter sent. No response, sent notice of violation. Due to violations, unable to issue Mobile Home Park license. Water leak has been repaired. Trash issues have been taken care of. Sent another violation notice due to trash situation. Possible new property owner. Under new ownership and improvements have been made.	Monitor progress and new owner has applied for license. Major improvements have been happening and clean is going well.	12/9/2021		5/31/2023
Zoning Violations						
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Craig Cox	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. Craig will send a letter requesting a meeting with Charlotte in our office.	12/17/2010	4/17/2012	4/28/2023

Attachment: April Staff Update (13299 : Staff Update)

Planning and Development
Staff Update
March 29, 2023

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Doyle - Illegal salvage at residence Violation #05-0007	Craig Cox	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. 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.	Schedule a site visit. Craig will send a letter requesting a meeting with Charlotte in our office.	4/15/2013	5/1/2014	4/28/2023
Zeller/Thomas - Illegal sign	Craig Cox	Owner has limited signage to MHK Airport (governmental entity).	Counsel to schedule meeting with staff to discuss case status.	12/1/2011	9/27/2012	4/28/2023
Kilner - Unsafe structure	Darrin Hobbs & Craig Cox	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. 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 for a 2nd extension of time, new date is March 10. Craig to file appellate brief.	8/18/2016		4/28/2023
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.	Monitor progress.	9/27/2021		5/31/2023
20-0077 - Scott - Illegal salvage operation in residential zoning	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Met with property owner on site and will be removing some items by 3/1/2021. Property owner compiling information for registered vehicles.	Await for property owner to schedule site inspection.	12/8/2020		5/31/2023
21-0053 Myers - building without a permit	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 violation notice.	7/14/2021		5/31/2023
20-0079 Miller - Illegal auto repair and salvage operation 1382 Pillsbury Dr	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner. Sent violation, final notice, property owner met with staff and agreed to provide a plan to abate the violation. No response or plan received. Per legal recommendations, starting process again with a new violation number. New notice of violation and final notice have been sent.	Awaiting response from property owner.	12/8/2020		5/31/2023
20-0087 Miller - Illegal auto repair and salvage operation 1420 Pillsbury Dr	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner. Sent violation, final notice, property owner met with staff and agreed to provide a plan to abate the violation. No response or plan received. Sent notification letter.	Send final notice of violation.	12/21/2020		5/31/2023
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.	12/22/2020		5/31/2023
L21MHP-0004 TDJ Stables	Darrin Hobbs & Craig Cox	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.	11/20/2020		4/28/2023
21-0019 Britt - non compliance in flood hazard area/floodway	Darrin Hobbs & Craig Cox	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	4/6/2021		12/31/2022
22-008-CE Fowler-641 Zeandale Rd	Darrin Hobbs & Craig Cox	Building without a building permit.	Request to Prosecute. Craig to send a letter.	3/16/2023		4/28/2023
21-0091 Rogers - Inoperable/Unregistered vehicle, also outside storage.	Darrin Hobbs	Inspection conducted and notification letter sent. Sent notice of violation. Owner replied and working with me.	Monitoring progress.	12/21/2021		5/31/2023
Sanitary Code Violations						
23-CES-003 SKR Investments (Shane Rhoton) - Failed ATU blower motor. & tanks need pumped.	EHS staff	Friendly email sent 12-19-22, no reply. Notice of Violation sent 1-20-23. Repair permit received. Property owner called concerning \$100.00 inspection fee. Repair is completed and paid \$100 inspection fee.	Violation closed.	12/14/2022		3/10/2023
TDJ Stables - illegal repair	EHS staff & Craig Cox	EHS conducted site inspection, not in compliance with sanitary code.	Legal counsel to determine next course of action.	4/7/2020		4/28/2023
21-0022 Moriarty/Thomas - undersized lagoon	EHS staff & Craig Cox	Violation cited, homeowner did not comply, referred to legal for enforcement.	Counsel preparing a letter requesting a call to set up meeting (to include new staff).	4/14/2021		4/28/2023
21-0038 Worrell - Sanitation Violation	EHS staff & Craig Cox	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).	6/23/2021		4/28/2023
21-0048 Wurtz - lagoon fencing requirement not completed	EHS staff & Craig Cox	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).	7/9/2021		4/28/2023
22-0016 Doyle - sewage on ground	EHS staff	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.	7/22/2022		6/1/2023
23-CES-002 Lane - Failed alternative disposal system.	EHS staff	Friendly letter sent 12-19-22, no reply. Notice of Violation sent 1-20-23. Received repair permit.	Wait for alternative system proposal.	12/14/2022		5/31/2023
23-CES-004 Innes - Alternative system pump and alarm float not working.	EHS staff	Friendly notification by phone 12-14-22, no reply. Notice of Violation sent 1-20-23. Received repair permit.	Wait for replacemnt of failed alarm and pump.	12/14/2022		4/30/2023
23-CES-005 Bean - Alternative system blower not working. Failed pump report on field.	EHS staff	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.	12/14/2022		9/1/2023

Attachment: April Staff Update (13299 : Staff Update)

**RILEY COUNTY LAW ENFORCEMENT AGENCY
SPECIAL LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Ave.
Manhattan, KS
April 6, 2023 12:00 p.m.
Agenda (Amended)**

- I. **ESTABLISH QUORUM**- Chairperson Matta
- II. **PLEDGE OF ALLEGIANCE**- Director Peete
- III. **GENERAL AGENDA**
 - A. Public Comment
 - B. Fraternal Order of Police Lodge #17 Comments
 - C. Board Member Comments
 - D. Introduction of Phil Hayes by Captain Jager
RCPD Salary Survey Presentation by Phil Hayes, Vice President, The Arnold Group
 - E. Executive Session- *(Vote Required)*
 - 1. Non-Elected Personnel Matters
 - 2. Attorney Client Privilege
 - F. Adjournment

Pages 1-34

Riley County Law Enforcement Agency (Law Board) Meetings are open to the public. Agenda items may be viewed on the Riley County Police Department website at <http://rileycountypolice.org/law-board>. In order to comply with provisions of the Americans with Disabilities Act (ADA), the Riley County Law Enforcement Agency will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact Executive Offices Manager Nichole Glessner at (785) 537-2112, ext. 2468, for assistance.

The Meeting of the Riley County Law Enforcement Agency will be televised live on local Cox Cable Channel 3, on the City of Manhattan's website at <http://cityofmhk.com/tv>, and also on the RCPD website at <http://rileycountypolice.org/law-board>. A recording will be made available on the RCPD and City websites after the meeting.

Attachment: 04-06-2023 Special Amended Agenda Law Board Packet (13285 : Special Law Board Meeting Agenda)



The Arnold Group[®]
A HUMAN RESOURCE COMPANY

The Compensation Conversation: Inflation, Trends & Strategy

Presented to:



RILEY COUNTY
POLICE DEPARTMENT

Law Board

April 6, 2023

with

Phillip M. Hayes

Vice President
The Arnold Group – A Human Resource Company (TAG)

Employer Representative
KS Unemployment Compensation Modernization & Improvement Council

Member
KS Workers Compensation & Employment Security Review Boards Nominating Commi

Past Chairman, KS Employment Security Board of Review
Kansas Department of Labor

Hot Off The PRESS

Promote Access to Meaningful Work

Discover untapped talent pools & empower career growth.



JOIN TODAY



Have you ever found the perfect job candidate, only to have them turn you down because you couldn't offer a competitive salary?

You're not alone. According to the [2022-2023 SHRM State of the Workplace Report](#), **48% of HR professionals agree:** Uncompetitive compensation inhibits the hiring and retention of qualified candidates and those searching for growth opportunities.

Rely on SHRM to help you find solutions to your talent acquisition and retention challenges. Gain member-exclusive access to current resources and professional development opportunities to help you strategically move your efforts forward.

Learning Objectives

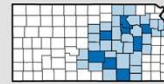


1. The Employment Landscape
2. Company Culture is KING
3. Pay strategies and overall employee experience
 - Finding the approach and a solution that makes sense for your organization
4. Value of formalized compensation philosophy, policy, & plan
5. Addressing pay equity and wage compression
6. Behind the Curtain...
 - RCPD Compensation Plan in Action



TAG Employment Impact Analysis | Quarterly Updates

The Arnold Group's County Employment Impact Analyses are provided as a strategy resource designed to keep you abreast of changes in the economic climate and future constraints in talent.



[Download full analysis:](#)



2022 was marked with market uncertainty, supply chain issues, low labor force participation, increasing labor costs, persistent inflation, and a potential economic downturn.

Hiring challenges are expected to linger throughout 2023, impacting employers across the board. Even with a looming recession, we believe we'll see continued and elevated turnover, steady candidate demand for better culture fit, and an overall inability to fill open positions.

Candidates:

- Priorities are more rigid with a stronger focus on work-life balance; restructured lifestyle

Employers:

- Must prioritize their employment brand and retool their overall employee value proposition.

TAG Employment Impact Analysis | Pre-Pandemic Insights

Did you know...

Percent of Americans who say it is a good time to find a quality job.^{1,2,9}



For the first time, career growth opportunities are the #1 factor candidates consider

57% of employees have left a job specifically because of their manager.⁶

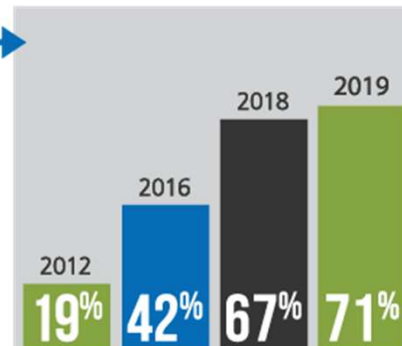


69% of employees would not take a job with a company that has a bad reputation, even if they are unemployed.⁷

50% of small businesses report there are few to no qualified applicants for positions they're trying to fill,



and 23% report finding qualified workers is their #1 problem.⁸



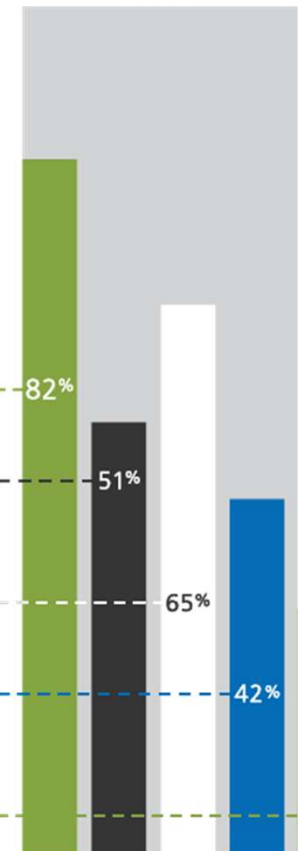
82% of employees are open to new job opportunities.³

51% of employees say they're actively looking for a new job or watching for openings.⁴

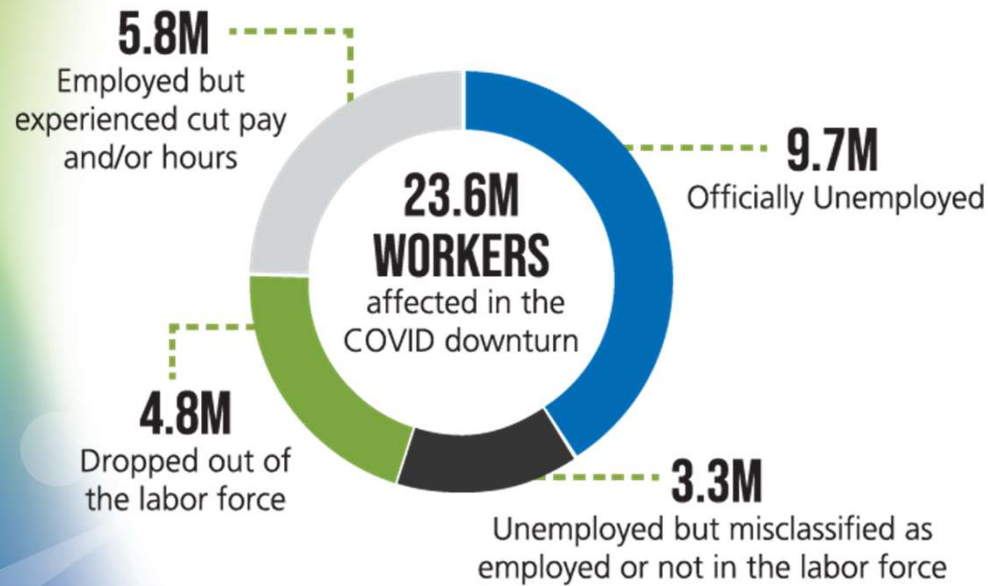
65% of employees look at new jobs again within 91 days of being hired.²

42% of employees not "actively looking" for a new job are still open to the idea.⁵

29% of employees have left a job within 90 days of starting.³



TAG Employment Impact Analysis | 2020 Pandemic Insights



58% of active job seekers shifted job search expectations, with safety becoming the top priority.

36.9%

Long-term unemployment (6+ months) makes up 36.9% of total unemployment

TAG Employment Impact Analysis | 2020 Pandemic Insights

5.5 million dropped out of the U.S. labor force between February 2020 and January 2021



THE LABOR SUPPLY WAS DIMINISHED, NOT JUST THE LABOR DEMAND

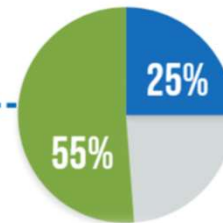
49.6M
EXPECTED
of Retirees
in 2021

51.1M
ACTUAL
of Retirees
In 2021

An additional 1.5M more people retired by December than was predicted based on pre-pandemic trends.

TAG Employment Impact Analysis | 2021 Post-Pandemic Insights

55% of Americans anticipate looking for a new job in the next 12 months



1 in 4 employees who left their job in 2021 did not have another one lined up

Of those who took a new job immediately...

13%

23%

13% took a pay cut;
23% stayed at the same wage

November 2021:

OF KANSANS WHO
QUIT THEIR JOB

31,000

Jan.
2021

36,000

Jan.
2022

A record high of 4.5 million
Americans quit their jobs



% OF WORKFORCE WHO QUIT

Kansas: 2.5%

Nation Wide: 2.9%

49%

49% of organizations say voluntary
turnover has increased compared to
previous years.

TAG Employment Impact Analysis | 2022 Post-Pandemic Insights

86% of employers with open job positions say they're struggling to fill those positions as a result of the skills gap

86%

Nationally,
there is only
0.5 people to
fill each job
opening



OF JOB POSTINGS

Feb. 2020

Feb. 2021

Feb. 2022

There were **38% more job postings** in February 2022 than in February 2020 (pre-COVID)

IN LABOR FORCE

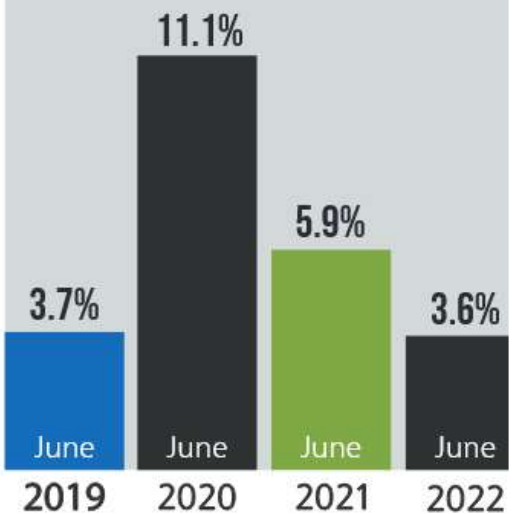
Feb. 2020

Feb. 2021

Feb. 2022

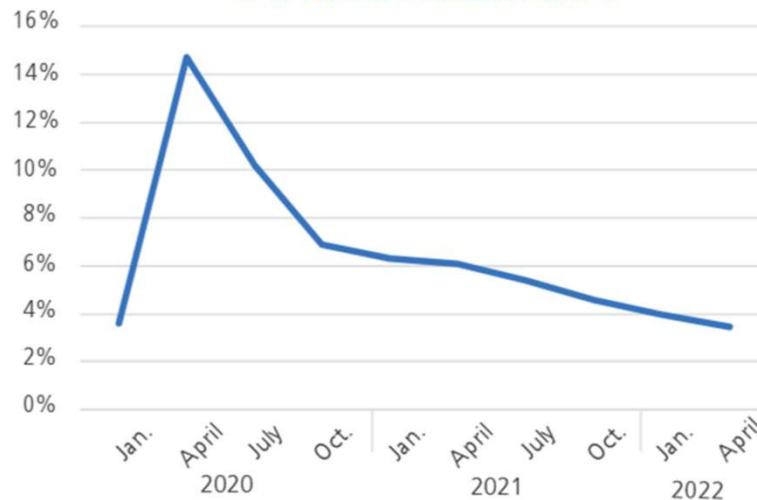
There were **1.1% less people** in the labor force in February 2022 than in February 2020 (pre-COVID)

U.S. UNEMPLOYMENT RATE



TAG Employment Impact Analysis | 2022 Post-Pandemic Insights

U.S. UNEMPLOYMENT RATE



U.S. LABOR PARTICIPATION RATE



Did you know... ➤

The 2020 Recession had **the fastest (unemployment)** and **slowest (lab participation)** recoveries of any recession since WWII.

26.7%

Long-term unemployment (6+ months) makes up 26.7% of total U.S. unemployment

Feb. 2

TAG Employment Impact Analysis | 2023 Insights

On average, **4 million people** quit their job **each month in 2021 and 2022**. November 2021 saw record quits of 4.5 million.

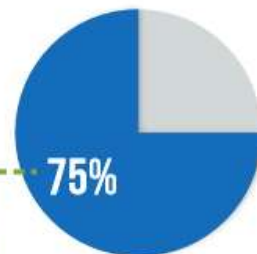


The quit rate in Nov. 2022 was **17% higher** than the pre-pandemic quit rate in Feb. 2020

47% - GEN Z

66% - MILLENNIALS

say **higher salary** would influence their decision to switch jobs.



75% of companies experienced problems attracting and retaining talent in 2022

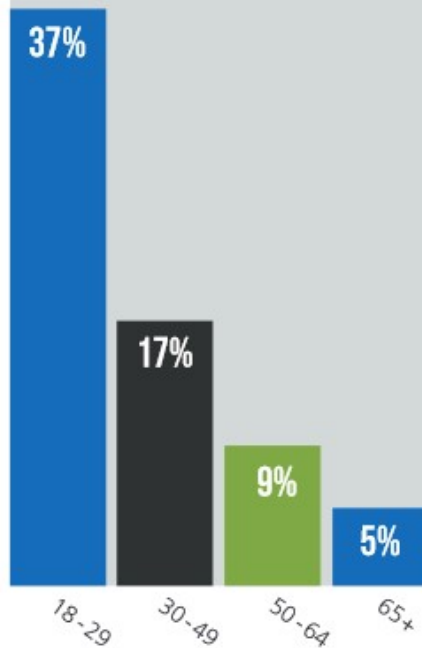
90% of companies now do two salary adjustments per year



TAG Employment Impact Analysis | 2023 Insights

RESIGNATIONS BY DEMOGRAPHIC

Age 18-29 resigned jobs more than any other demographic group



U.S. JOB OPENINGS AND QUIT LEVELS



There are job open for every unemployed worker

TAG Employment Impact Analysis | 2023 Insights



SUMMARY OF US SALARY AND INFLATION RATES:

AVERAGE SALARY INCREASE

*Min, Mid, Max Impact

2015: 3.48% 2016: 1.13% 2017: 3.45% 2018: 3.62% 2019: 3.75% 2020: 2.83% 2021: 8.89% 2022: 4.20% 2023: 4.6%*

*Projected

Spent more than budgeted/planned on pay adjustments in 2022 **70%**

Intend to increase salary budgets in 2023 **68%**

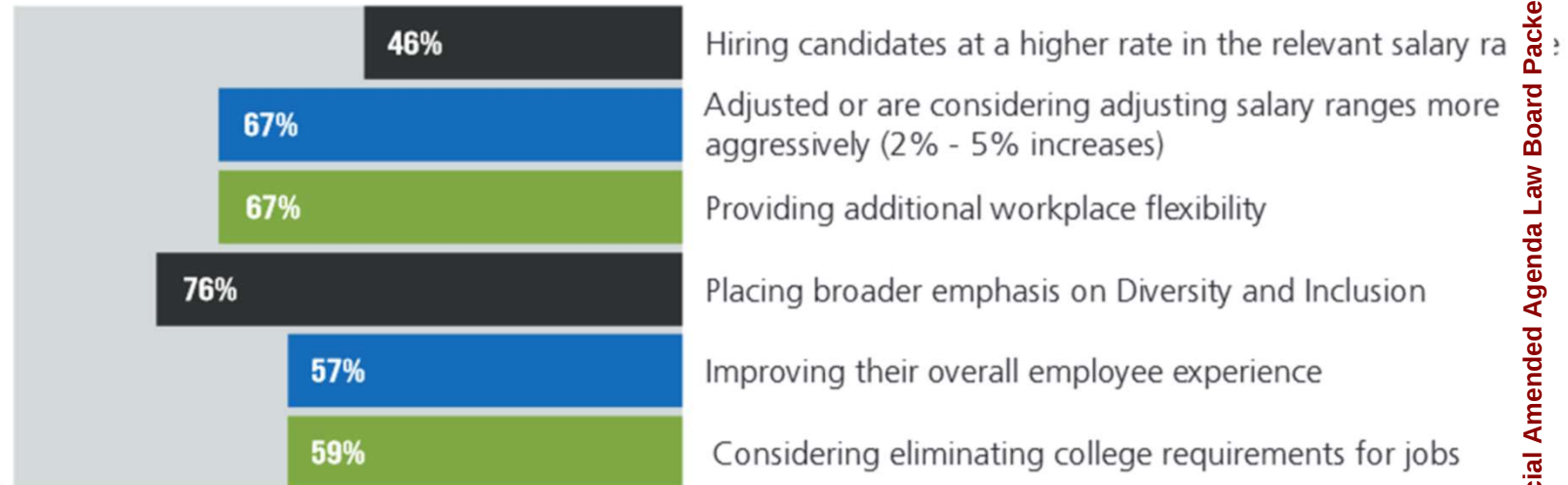
INFLATION RATE

2015: 0.12% 2016: 1.26% 2017: 2.13% 2018: 2.44% 2019: 1.81% 2020: 1.23% 2021: 4.69% 2022: 8.01% 2023: TBI

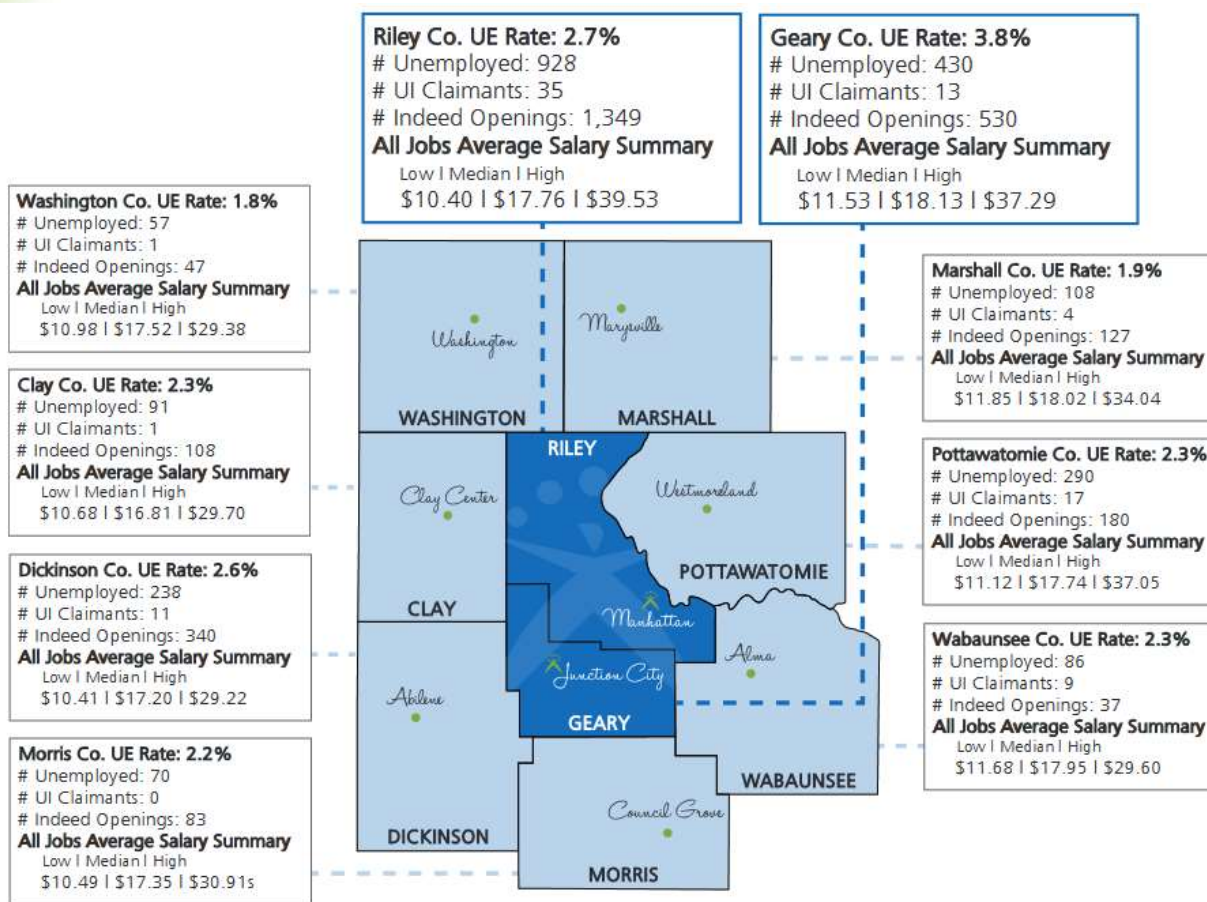
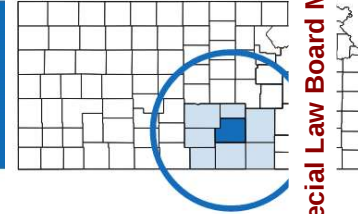


TAG Employment Impact Analysis | 2023 Insights

WHAT COMPANIES ARE DOING TO REMAIN COMPETITIVE IN THE TOUGH LABOR MARKET:



TAG Employment Impact Analysis



2.9%

KS Unemployment Rate
 # Indeed Openings: 59,115

2022 KS Unemployment Rates

Jan	Feb	Mar	Apr	May	Jun
2.6	2.7	2.5	2.4	2.3	2.2
July	Aug	Sep	Oct	Nov	Dec
2.4	2.5	2.5	2.8	2.9	3.0



2022 US Unemployment Rates

Jan	Feb	Mar	Apr	May	Jun
4.0	3.8	3.6	3.6	3.6	3.5
July	Aug	Sep	Oct	Nov	Dec
3.5	3.7	3.5	3.7	3.7	3.8

*The Federal Reserve considers a base unemployment rate (U-3 rate) of 5.0%-5.2% as "full employment" in the economy.

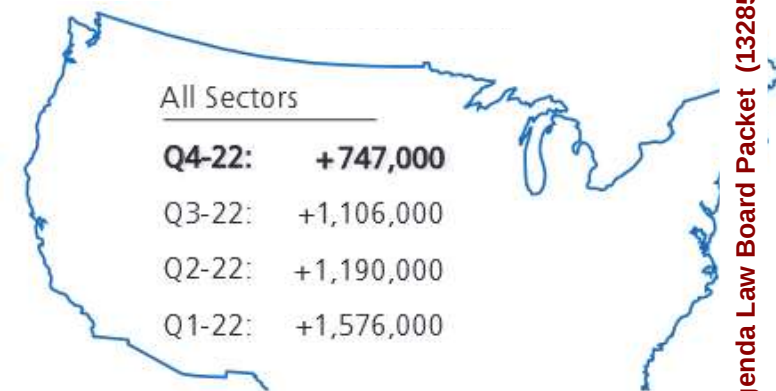
TAG Employment Impact Analysis | Quarterly Jobs Summary

Government Sector		Private Sector	
Q4-22:	+500	Q4-22:	+8,600
Q3-22:	-2,900	Q3-22:	+3,500
Q2-22:	+4,600	Q2-22:	-600
Q1-22:	+1,700	Q1-22:	+11,400

2022 KS Jobs Summaries

Government | Private

Jan	Feb	Mar	Apr	May	June
+8.5K	+6.9K	-2.3K	+500	-1.1K	+4.6K
+3.4K +5.1K	-1.2K +8.1K	-500 -1.8K	+600 -100	+100 -1.2K	+700 +3.9K
July	Aug	Sep	Oct	Nov	Dec
+3.5K	-3.4K	+500	+8.5K	-400	+500
-500 +4K	-13K -2.1K	-1.1K +1.6K	+500 +9K	+600 -1K	-600 +1.1K

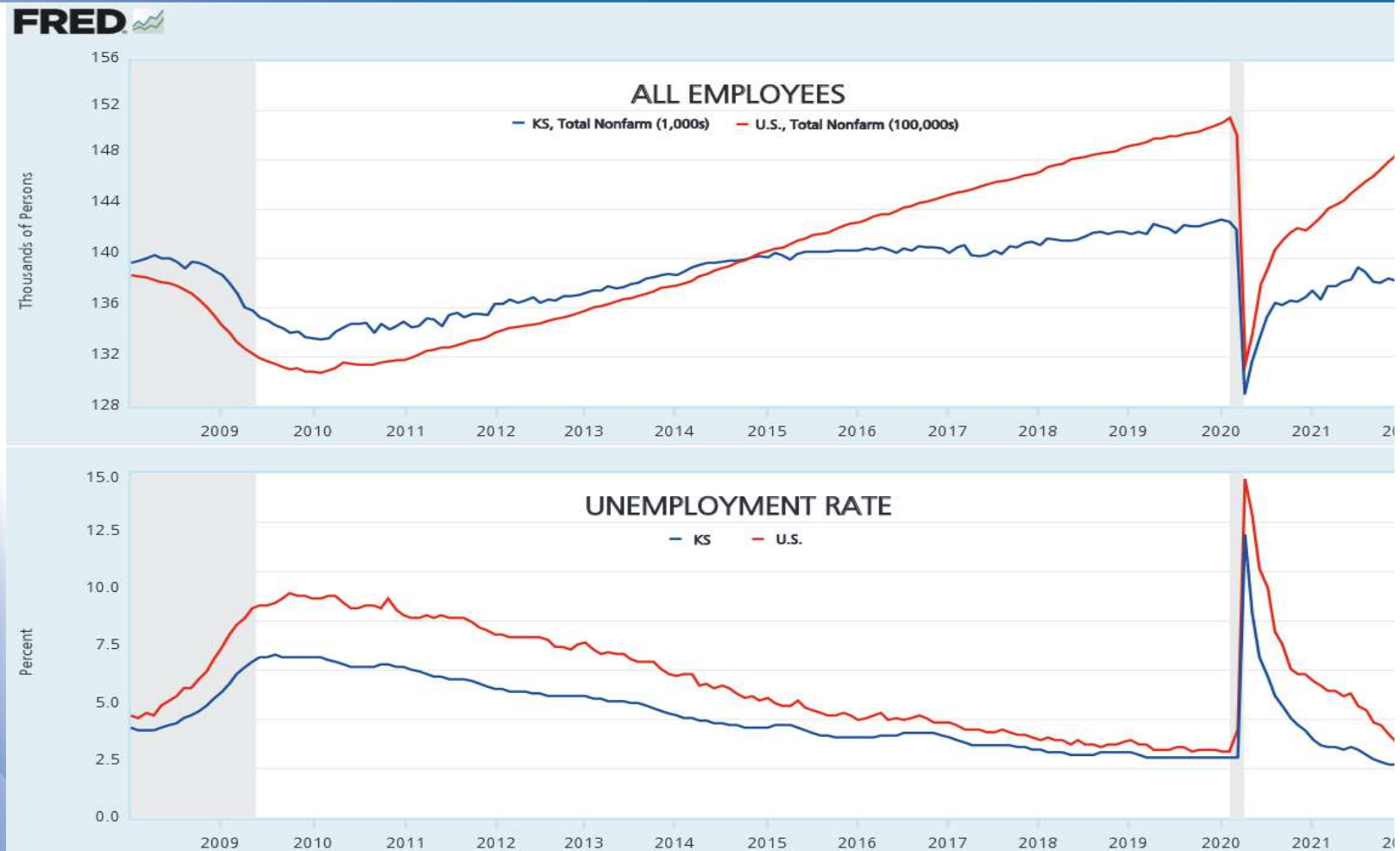


All Sectors	
Q4-22:	+747,000
Q3-22:	+1,106,000
Q2-22:	+1,190,000
Q1-22:	+1,576,000

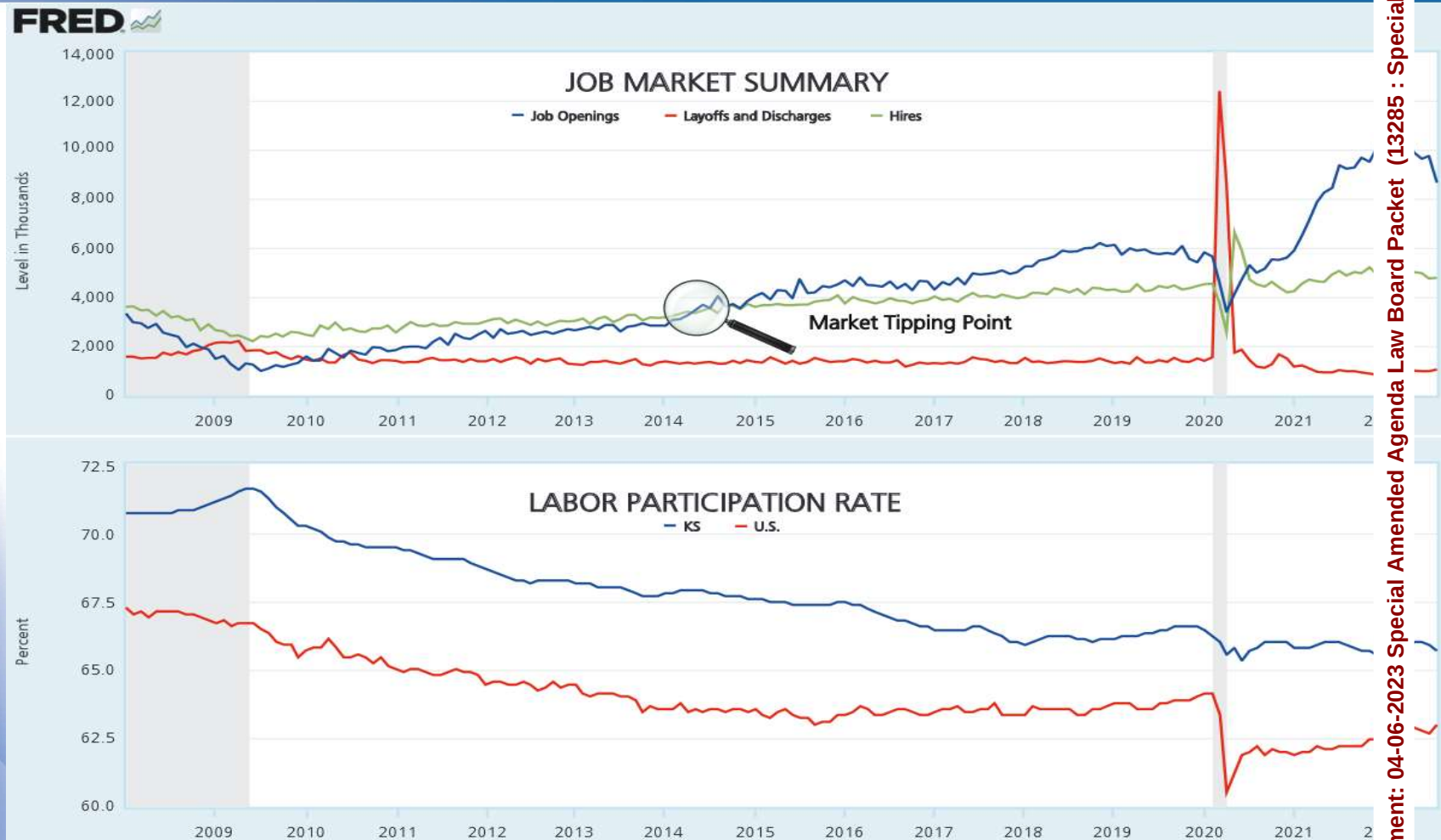
2022 U.S. Jobs Summaries

Jan	Feb	Mar	Apr	May	June
+467K	+678K	+431K	+428K	+390K	+372K
July	Aug	Sep	Oct	Nov	Dec
+528K	+315K	+263K	+261K	+263K	+223K

TAG Employment Impact Analysis | Federal Reserve Economic Data



TAG Employment Impact Analysis | Federal Reserve Economic Data



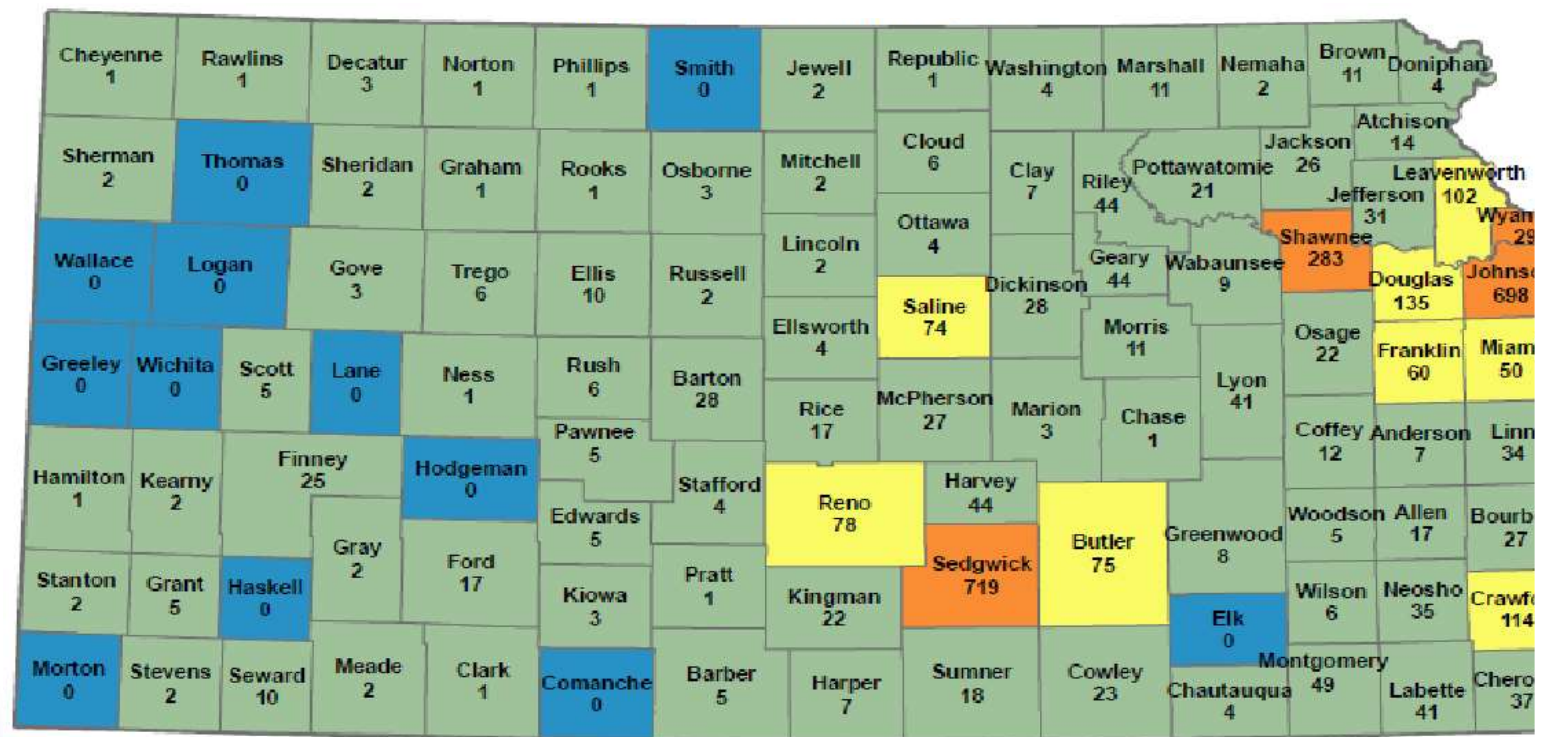
State Population Trends | U.S. Census Bureau



Kansas County Population Trends | U.S. Census Bureau



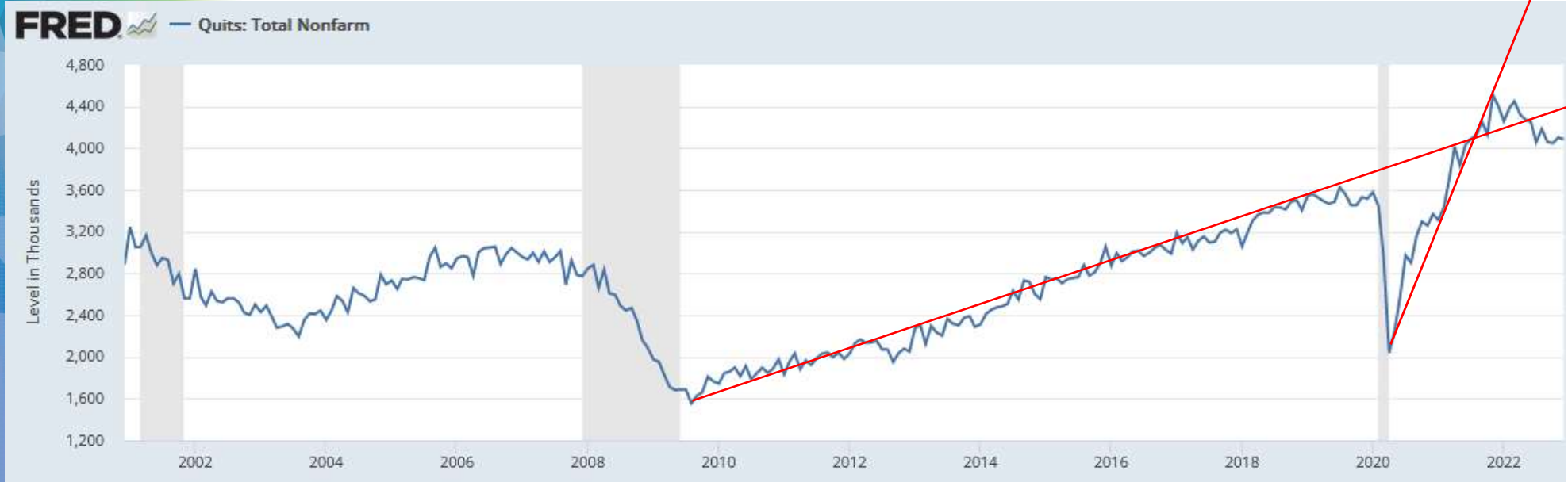
Unique Individual KS UI Claimants | W/E March 25, 2023



*Even with 0.00% unemployment, it would help,
but would NOT solve the equation & overall imbalance...*

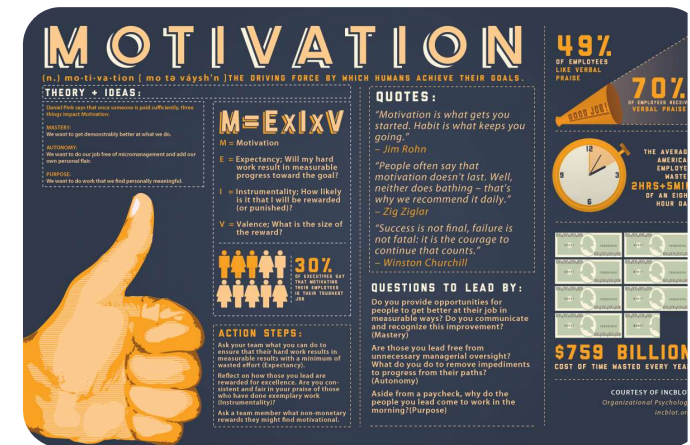
Source: www.dol.ks.gov

U.S. Quit Rate Records



Effective Compensation System

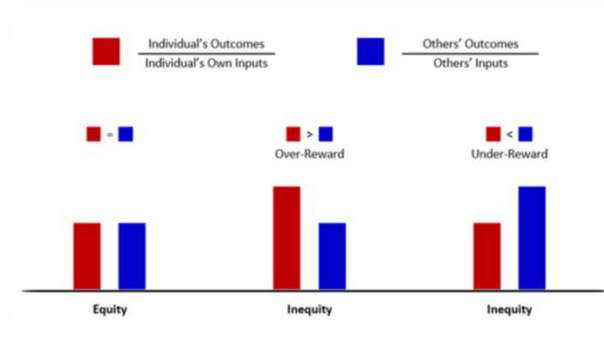
- Motivate employees
- Control compensation costs
- Ensure equity
 - Individual, Internal & External
- Allocate financial resources appropriately



Compensation Equity Issues

Is compensation judged to be fair?

- Individual Equity
 - Comparison of pay between EEs doing *same job* within *same company*
- Internal Equity
 - Comparison of pay employees doing *different jobs* within *same company*
- External Equity
 - Comparison of pay employees doing *same job* within *different companies*



Equity Theory

1. EEs attempt to maintain equity between skills/outputs they bring to work in relation to compensation received as compared to outputs/compensation from co-workers.
2. Based on belief people value fair treatment and need to believe they are being treated fairly to maintain motivation.
3. If distress is experienced, an attempt will be made to restore equity within the relationship.

Salary Wizard™ Powered by: Salary.com

Methodology | Help

Job Title:

Location:

A free basic report shows national average salaries adjusted by location.

Source: **salary.com**



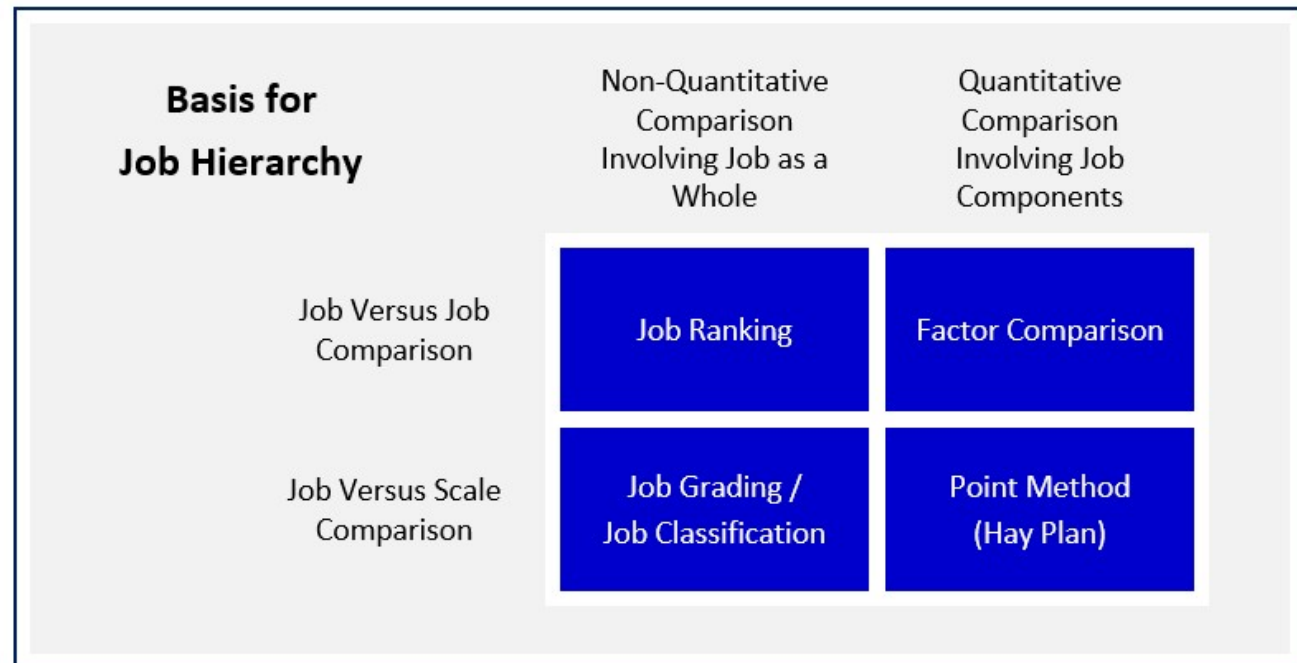
Basic Pay System Parameters

1. Internal Equity
 - Appropriate pay differences across jobs throughout organization
2. Individual Equity
 - Appropriate pay difference across employees who perform same job
3. External Equity

Market Position	Advantages	Disadvantages
 LAG the Market	1. Lowers costs – more competitive 2. Money can be used for benefits	1. Hard to attract/retain EEs 2. Training EEs for competitors 3. Dissatisfied EEs
 MATCH the Market	1. Pay & cost matches competition 2. During good times, can easily share bonuses and short-term incentives	1. May not be able to keep stars 2. May not attract stars in tight market
 LEAD the Market	1. Able to attract/retain stars 2. Helps w/ long-term retention 3. Helps w/ perception of ER of choice	1. Increases costs 2. Must have profits/finances to afford 3. During hard times, not able to change financial commitment quickly
 MIXED Market Position	1. One size doesn't fit all • Geographical challenges • Market shortages • Difficult vs. easier-to-fill positions	1. Administration

Job Evaluation Pay System

Systematically determines relative value of jobs to create internal hierarchy; used to determine pay grades and set pay ranges.



Source: Fisher, Schoenfeldt, & Shaw (2006), Figure 11.3, p. 490

Point Method – Positions, not People.

- Defined set of compensable factors
 1. Knowledge
 2. Supervisory Control
 3. Guidelines
 4. Complexity
 5. Scope and Effect
 6. Personal Contacts
 7. Purpose of Contacts
 8. Physical Demands
 9. Work Environment
- Defined factor scale for each factor
- Assigned points of each degree for each compensable factor



Point Method

- Review, evaluate and complete a point factor analysis for each unique job
- Assign job grades based on total point factor scores (standard, conversion table)
- Select benchmark jobs
 - Well-known, stable job content
 - Common in many organizations
 - Jobs defined with precision
 - Jobs performed similarly across different organizations
 - Represents the range of jobs being evaluated
 - Market pay data is available
- Collect market data for each benchmarked job
- For benchmark jobs; estimate market pay lines by using two simple regressions
- Create pay grades; use the regressions to determine the pay ranges for each job and/or grade



Pay Policy Issues

- Periodically update pay ranges
- Jobs above/below the desired pay range:
 - Green Circled: Pay is below the set range
 - Red Circled: Pay is above the set range
- Pay Compression
 - Defined as pay differentials that are too small to be considered equitable.
 - Consider differences between:
 - pay of supervisors and subordinates
 - pay of experienced and newly hired personnel of the same job and
 - pay-range midpoints in successive job grades or related grades
- Pay Increase Methods
 - Seniority
 - Cost-of-Living Adjustments (COLA) / Across-the-Board Increases
 - Lump-Sum Increases
 - Skill-Based Pay
 - Merit Pay
 - Pay for Performance



The Bottom Line

- Internal Equity:
 - A clear definition of a job's relative worth within your company.
- External Equity
 - How competitive is your company compared to the outside labor market?
- Individual Contributions Recognized
 - Does your compensation system pay EEs fairly based on results, effort, education/experience, talent and overall job performance?
- Legal
 - Does your compensation system adhere to major labor laws and other pay discrimination laws?



Compensation Policy Essentials

Compensation Administration Policy

- Objectives
- Procedures
 - Job Analysis
 - Job Evaluation
 - Salary Structure
 - Job Classification
- Merit Increases
- Promotion
- Reclassification
- Transfers



Thoughts | Comments | Questions



Phil Hayes

316.619.7864

phayes@the-arnold-group.com



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