



**Board of Riley County
Commissioners
Regular Meeting
Agenda
May 02, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Appraiser's Website Contract with Brady Lundeen, Branch Broker
4. 2022 Asphalt Overlay Program Contract with Shilling Construction
5. Action on Portable Communication Device Allowance Form(s)
6. Sign Riley County Personnel Action Form(s)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Apr 25, 2022 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

10. Pending County Projects County Counselor

9:20 AM

Bob Isaac, Planner

11. Amend Section 1.1-Title; Section 4.7 - Agricultural District-Residential Use Designator; Section 4.8 - Single Family Residential (SF-1) District; Section 4.9 - Single Family Residential (SF-2) District; Section 4.10 - Single Family Residential (SF-3) District; Section 4.11 - Two-Family Residential (TF) District; Section 4.12 - Multi-Family Residential (MF) District; Section 5.2 Use-Specific Standards; and Article 9 - Definitions, of the Land Development Regulations for Riley

County, Kansas.

9:30 AM Press Conference

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

9:50 AM Amy Manges, Register of Deeds

13. Property Fraud Alert Service Agreement

10:00 AM Russel Stukey, Emergency Management Director

14. Present April EM/Fire/911 Staff Time report for the month of April 2022

10:15 AM Julie Gibbs, Health Department Administrator

15. Request for travel to Public Health National Center for Innovation Networking Conference - June 2022

10:20 AM John Ellermann, Public Works Director

16. Request to fill an open Custodial Worker I Position

10:30 AM Executive session to discuss a performance matter involving non-elected personnel

11:30 AM Executive session to discuss a performance matter involving non-elected personnel

12:00 PM Lunch

12:30 PM Executive session to discuss a performance matter involving non-elected personnel

1:30 PM Executive session to discuss a performance matter involving non-elected personnel

Adjournment

Announcement

A Special Law Enforcement Agency Meeting will be held today at 4:00 p.m. in the County Commission Chambers, 115 N. 4th Street.

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



COUNTY CLERK & ELECTIONS
Agreement

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

COMMISSION AGENDA REPORT

FROM: Lisa McAdams
MEETING: May 2, 2022
SUBJECT: Appraiser's Website Contract with Brady Lundeen, Branch Broker
PRESENTER: Lisa McAdams

POSSIBLE MOTION(S)

Move to approve to review and approve the Real Estate Sales Data Search Service Agreement and Contractual Provisions Attachment for Branch Broker, Brady Lundeen of Kansas Commercial Real Estate Services, Inc.

Move to deny

Enclosures:

- Real Estate Sales Data Agreement (PDF)

REAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT

This Real Estate Sales Data Search Service Agreement is made and entered into this 26th day of April, 2022 by and between Riley County, Kansas, a municipal government under the laws of the State of Kansas, by and through the County ("County"), the County Appraiser ("Appraiser") and Brady Lundeen with its principal offices located at 104 S. 4th St, Suite 207, Manhattan, KS 66502 ("Member").

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

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

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

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

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

1. Services

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

2. Fees and Payments

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

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

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

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

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

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

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

3. Illegal Provisions

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

4. Interruption of Service

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

5. Member's Responsibilities and Certification

- 5.1. The receipt of data through the Appraiser's web site is a privilege, not a right and that the use or misuse of this information for unlawful purposes may result in the revocation of access of Member at any time.
- 5.2. The Member acknowledges and agrees that only those persons authorized by K.S.A. 79-1437f to access the service, including the data contained in the real estate sales validation questionnaires, because Member is one of the following persons or entities and will use the data for one of the following purposes (Check all appropriate boxes).
- ☐ K.S.A. 79-1437f (d) appraiser licensed or certified pursuant to K.S.A. 58-4101 et seq., and amendments thereto, for appraisal or property and preparation of appraisal reports;
- ☐ K.S.A. 79-1437f (e) financial institutions for conducting appraisals as required by federal and state regulators;
- ☒ K.S.A. 79-1437f (i) a person licensed pursuant to the real estate brokers' and salespersons' act for purposes of fulfilling their fiduciary duties to clients and providing information on market value of property to clients.
- 5.3. Member agrees that its use of the service and of information obtained through the service will be solely for purposes authorized by K.S.A. 79-1437f and that the information obtained from the service will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.

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

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

7. Termination

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

8. Miscellaneous

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

MEMBERBOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSASBy (Print): Brady LundeenSignature: Greg McKinley, ChairmanTitle: Kansas Commercial Real Estate Services, Inc. Branch BrokerDate: 04/26/2022Phone Number: 785-228-5303

Fax Number: _____

E-Mail: brady@kscommercial.comEstimated # of Users: 1

Approved:

By: 
~~Greg McHenry, Riley County Appraiser~~Date: 4/26/2022Danny Williams - Interim Riley County Appraiser

Attachment: Real Estate Sales Data Agreement (12095 : Appraiser's Website Contract with Branch Broker, Brady Lundeen)

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

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 26th day of April, 2022.

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

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Member. In the event of such termination, County agrees to give written notice of termination to Member. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the Member all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Member at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Member.
6. **ANTI-DISCRIMINATION CLAUSE.**
In carrying out the Contract, Member shall comply with K.S.A. 44-1001 *et seq.*
- 6.1 Member shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.2 In all solicitations or advertisements for employees, Member shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.3 If Member fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Member shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.4 If Member is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Member shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.5 Member shall include the provisions of paragraphs 6.1 through 6.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such sub Member of Member.
- 6.6 Parties to the contract understand that this paragraph number 6 is not applicable if Member employs fewer than four employees or if Member's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

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

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

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

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

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

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

13. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

Member Name

Brady Lundeen

By: Brady Lundeen
Brady Lundeen, Branch Broker

Date: 4/26/2022

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Greg McKinley, Chairman

Date: _____

ATTEST:

Rich Vargo, County Clerk

Date: _____

Approved as to Form

By: _____
Clancy Holeman, Riley County Counselor

Date: _____

Licensee Details

Name: BRADY LUNDEEN

License Information

Number: 00234800

Type: Broker

Status: Active

Originally
Issued: 4/16/2014

Last Renewed:

Expiration: 12/1/2022

Responsible Broker

Name:	ID Number:	Type:	Status:
KS COMMERCIAL REAL ESTATE SERVICES, INC.	BO00003295	Branch Office	Open

Affiliated Companies

Name:	ID Number:	Type:	Status:
KS COMMERCIAL REAL ESTATE SERVICES, INC.	CO90079250	Company	Open
KS COMMERCIAL REAL ESTATE SERVICES, INC.	BO00003295	Branch Office	Open



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: May 2, 2022

SUBJECT: 2022 Asphalt Overlay Program Contract with Shilling Construction

PRESENTER: John Ellermann, Director of Public Works

Attached for your approval is the contract for the 2022 Asphalt Overlay Program - Alternate No. 2, utilizing Option 3 for McDowell Creek Road, and Option 2 for Rannells Road, Diebler Road, and Messenger Road with Shilling Construction Co., Inc. in the amount of \$1,185,740.50.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the contract for the 2022 Asphalt Overlay Program - Alternate No. 2, utilizing Option 3 for McDowell Creek Road, and Option 2 for Rannells Road, Diebler Road, and Messenger Road with Shilling Construction Co., Inc. in the amount of \$1,185,740.50.

Move to table for further discussion.

Enclosures:

- Shilling Construction_2022 Asphalt Overlay Program_Contract Agreement (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:

2022 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.	Dated
<u>N/A</u>	<u></u>

c. Legal and procedural documents.

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

d. Detailed specification requirements.

1. Special Provisions.
2. Supplemental Specifications.
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 25 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 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 #2, utilizing Option 3 for McDowell Creek Road, and Option 2 for Rannells Road, Diebler Road, and Messenger Road is in the amount of **One Million One Hundred Eighty Five Thousand Seven Hundred Forty Dollars and Fifty Cents (\$1,185,740.50).**

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

Greg McKinley, Chairman

SHILLING CONSTRUCTION COMPANY, INC.

By *Eric Schumacher*

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: Shilling Construction_2022 Asphalt Overlay Program_Contract Agreement (12092 : 2022 Asphalt Overlay Contract)

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.

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

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

4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred

through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

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

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

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

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

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

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

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

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

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

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

9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:
- General Liability Insurance \$500,000 per occurrence
 - Workers Compensation Per State Statutes
 - Employers Liability \$100,000 Bodily Injury By Accident
 - \$500,000 Bodily Injury By Disease
 - \$100,000 Bodily Injury by Disease
 - each employee
 - Business Auto (Owned & Non-Owned) \$500,000 Combined single limit per occurrence
 - Property/Contents Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.

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

14. **TERM AND TERMINATION.**

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

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

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

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

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

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

16. PERSONNEL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

23. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.

24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Greg McKinley, Chairman

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Contractor

SHILLING CONSTRUCTION COMPANY, INC.

By: 
Name: _____

Date

April 25, 2022

Attachment: Shilling Construction_2022 Asphalt Overlay Program_Contract Agreement (12092 : 2022 Asphalt Overlay Contract)

PERFORMANCE BOND

Bond No.: NKS2338

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 One Hundred Eighty Five Thousand
Seven Hundred Forty Dollars and Fifty Cents (\$1,185,740.50).

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 22.

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

2022 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.

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

thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

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

Shilling Construction Company, Inc.

Principal

By:



Merchants National Bonding, Inc.

Surety



Stacy Venn, Attorney-in-fact

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

Bond No.: NKS2338

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 One Hundred Eighty Five Thousand Seven Hundred Forty Dollars and Fifty Cents
(\$1,185,740.50) 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 22.

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

2022 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
 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.

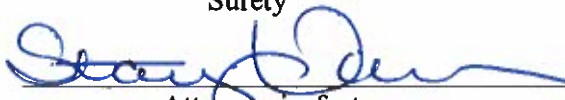
Shilling Construction Company, Inc.

Principal

By: 

Merchants National Bonding, Inc.

Surety


Stacy Venn, Attorney-in-fact

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

Attachment: Shilling Construction_2022 Asphalt Overlay Program_Contract Agreement (12092 : 2022 Asphalt Overlay Contract)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; 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; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tieman; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of February, 2022.



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

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February, 2022, 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.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
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 _____, 2022.



William Warner Jr.
Secretary



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: May 2, 2022

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

PRESENTER: Elizabeth Ward, Human Resource Manager

POSSIBLE MOTION(S)

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

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

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

Enclosures:

- 2022-04 Clerk D Edie(Mobile) (PDF)

PORTABLE COMMUNICATION DEVICE ALLOWANCE FORM

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

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

YES ____ NO ____ If, yes, please list the phone number: _____

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

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

Name of Authorized User: Darell Edie

(Please print)

Darell Edie
Signature of Authorized User

4.25.22

Date

Phone # 785-532-8760

Department Head Approval: [Signature]

Board of County Commission Approved Data Enabled Portable Communication Device

Signature of Chairman

Date

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

Revised December 2011, Effective January 2012

Attachment: 2022-04 Clerk D Edie(Mobile) (12094 : Cell Phone Allowance Form)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: May 2, 2022

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2022-04 Atty M Blackburn(green) (PDF)
- 2022-04 PW A Lee(green) (PDF)
- 2022-04 HD K Mathis(green) (PDF)
- 2022-04 EMS M Cooley(green) (PDF)
- 2022-04 EMS D Schmidt(green) (PDF)
- 2022-04 EMS A Snyder(green) (PDF)
- 2022-04 PW H Weir(green)(PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add	Supervisor:	Fill Request Date: 4-25-2022
☐ Change	Dept Head: Barry Wilkerson	Employee #

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

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

Blackburn	Michael		
-----------	---------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Assistant County Attorney	Attorney	0001-000001
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Position Title Department Fund

5/16/2022	☒	☐		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

GG	\$	☐ Hour	\$ 3,923.08	☒ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor: Evan McMillan	Fill Request Date: 04/26/2022
☒ Change	Dept Head: John Ellermann	Employee #

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

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

Lee	Albert		
-----	--------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Utility Technician	Public Works / Engineering	001-040
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Position Title Department Fund

05/02/2022	☐	☒		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

N	02	\$23.14	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: Evan McMillan Date: 04/26/2022

Personnel: John Ellermann 4/27/22

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor:	Fill Request Date: 4-27-22
☒ Change	Dept Head: Julie Gibbs	Employee #

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

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

Mathis	Kayla		
--------	-------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Public Health Nurse	Health Department	0030-000422-00
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Position Title Department Fund

4-30-2022	☒ Exempt	☐ Non-Exempt		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

S 10	\$ ☐ Hour	\$ 3,015.83	☒ Bi-weekly	☐ 40	☐
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: 

Date: 4-28-22

Personnel: Gift Award

4/28/22

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor:	Fill Request Date: 4-26-22
☒ Change	Dept Head: David Adams	Employee #

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

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

Cooley	Mia		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

EMT	EMS/Ambulance	0001-000020
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Position Title Department Fund

5-27-22	☐	☒		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

EMT	2	\$14.44	☒ Hour	\$	☐ Bi-weekly	☐ 40	☒ 62
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: EMS BAIDS Date: 4-27-2022

Personnel: AWOW 4/28/22

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor:	Fill Request Date: 4-26-22
☒ Change	Dept Head: David Adams	Employee #

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

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

Schmidt	Dillon		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

EMT	EMS/Ambulance	0001-000020
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Position Title Department Fund

5-27-22	☐	☒		☒ Yes	☐ No
---------	--------------------------	-------------------------------------	--	---	-----------------------------

Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

EMT	2	\$14.44	☒ Hour	\$	☐ Bi-weekly	☐ 40	☒ 62
-----	---	---------	--	----	------------------------------------	-----------------------------	--

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: DAVID ADAMS Date: 4-27-2022

Personnel: ER Awar 4/28/22

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor:	Fill Request Date: 4-26-22
☒ Change	Dept Head: David Adams	Employee #

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

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

Snyder	Alex		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

Paramedic	EMS/Ambulance	0001-000020
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Position Title Department Fund

5-27-22	☐	☒		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

Para	3	\$17.94	☒ Hour	\$	☐ Bi-weekly	☐ 40	☒ 62
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Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: DAVID ADAMS Date: 4-27-2022

Personnel: AWA 4/28/22

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor:	Fill Request Date: 4-28-22
☒ Change	Dept Head: John Ellerman	Employee #

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

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

Weir	Heather		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Custodian	Public Works	0001-00040
Position Title	Department	Fund

4-28-2022	☐ Exempt	☒ Non-Exempt	Ending Date For Temporary	☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

D	12	\$19.23	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: *John Ellerman* Date: 04/28/22

Personnel: *Ed Awar* 4/28/22

BOCC

Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
May 05, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Amanda Webb, Planning/Special Projects Director

2. Review of the Riley County Solid Waste Management Plan

9:15 AM

Michael Boller, Noxious Weed Director

3. Staff update

9:30 AM

Appraiser

4. Staff update

9:50 AM

Amanda Webb, Planning/Special Projects Director

5. Staff update
6. Battery recycling program kickoff

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

7. Administrative Work Session

10:30 AM

Ron Fehr, Manhattan City Manager

8. City of Manhattan General Update

Attachment: 05-05-22 tentative (11656 : Tentative Agenda)

Adjournment

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

Attachment: 05-05-22 tentative (11656 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
May 09, 2022**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

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

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

[District 1 – John Ford, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

1. Year to date budget and expenditure reports

9:30 AM

Press Conference

10:00 AM

Break

10:10 AM

John Ellermann, Public Works Director/County Engineer

2. Project update

10:40 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

11:00 AM

Allana Saenger, Museum Director

4. Staff update

12:00 PM

County Officials Luncheon

Adjournment

Attachment: 05-09-22 tentative (11656 : 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, May 10, 2022 (GM).

The Board of County Commissioners will not be in session May 12th.

The Leaders Retreat will be held May 12th and May 13th.

A Special Law Board Meeting will be held today at 4:00 - 6:00 p.m. in the City Commission room, 1101 Poyntz Ave., Manhattan, Ks.

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



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

STAFF REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: May 2, 2022

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman

Enclosures:

- FINAL Commission List 05.02.2022 (DOC)

PENDING COUNTY PROJECTS • Beginning April 14, 2022 and through April 27, 2022

Submitted by Clancy Holeman, Riley County Counselor

Changes or additions from previous entries or in the items listed are shown in italics.

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or projects of other County Departments underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time, or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described.

COMMISSION LIST

Board of Riley County Commissioners Public Meetings: Attend BOCC regular public meetings 2-21-22; 2-24-22. Attend BOCC public Meeting & Intergovernmental Meeting. (2-28-22) Prepare for BOCC public meeting scheduled for 3-3-22. (3-2-22) Attend BOCC regular public meeting: Present draft agenda for follow up legislative conference scheduled to occur April 7, 2022. Agenda approved by BOCC, following discussion. (3-31-22). Attend regular public meeting. Participate in panel interviews of applicants for position of County Appraiser. (4-4-22) Attend BOCC public meeting.(4-14-22) Prepare for BOCC 4-18-22 meeting. (4-15-22) Attend BOCC public meeting. (4-18-22)

Countywide Emergency Radio Communications System Upgrade: The upgrade is complete. But now the “program” phase has been completed, additional work from this department will be provided, as necessary, during the “maintenance” and “warranty” periods now underway. Discussion with contract administrator for vendor (L3Harris) scheduled for August 27, 2021. Discussion held with vendor contract administrator. Discussion with EM Director (8-30-21). Working toward final documents of “program” phase. Conversation with EM Director. (9-24-21) Conversation with L3Harris contract administrator, moving this matter toward likely resolution by the BOCC on 9-30-21. (9-24-21) Review appropriately continues among EM, KSU and Emergency Dispatch personnel regarding close out of this phase of the project. (9-24-21) Draw Commission Agenda Report and place on 9-30-21 agenda for BOCC review and approval of contract documents. (9-28-21) Discuss final contract documents for agenda separately with EM Director and L3Harris Contract Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure. Asbestos removal is likely the next “project.” I will provide any necessary notice of that “project” to the State Preservation Officer. I presented a CAR to the Board 8/12/21 and discussed with the BOCC the primary controlling statute. Legal research 8-24-2021. BOCC decides during open meeting to cancel pending contract offer to remove asbestos from Church for approximately \$18,000. Majority of BOCC states premature to remove asbestos before later decision by BOCC what is planned for Church now it’s “listed.” Gary Rosewicz, Assistant County Engineer, will notify the company offering to remove asbestos of this cancellation. (8-30-21) Confirmed with Gary Rosewicz, he notified company. (9-1-21). I filed petition for judicial review, in Riley County District Court, of state Historic Sites Board of Review designation of the First Christian Church as a historic site. (9-3-21). Contacting attorney for Historic Sites Board of Review. (9-19-21) Discussion with attorney for Historic Sites Board of Review. (9-23-21) Conduct legal research related to pending issues. (9-24-21) Received entry of appearance from Topeka law firm representing defendants. (9-24-21) Received District Court Clerk’s extension of time to file answer to County’s petition for judicial review, at Defendants’ request. Granted as a matter of right by state statute. Deadline for Defendants to answer is extended to October 12, 2021. Legal research. (9-24-21) Advise Public Works on question regarding asbestos removal. (9-26-21) Agree to Defendant’s attorney’s request for additional time to submit record of hearing to Court. (Week of 9-29-2021) Case management order filed. County’s brief in support of appeal due March 31, 2022. Riley County District Court Judges recuse themselves from case and transfer to Lyon County District Court. (1-25-22) Work with Clerk of the Riley County District Court and Lyon County District Court to process my unopposed motion for extension of time to file County’s initial brief. Motion granted and new deadline to file County’s initial brief is April 29, 2022. (3-18-21;3-21-22;3-25-22;3-28-22;3-29-22) Legal research for County’s appeal brief due in district court April 29, 2022. (4-15-22;4-18-22; 4-19-22)

County Jail Inmate Medical Care: Discussions have begun at the staff level, with the assistance of this department, regarding putting a renewal contract in place for this service. As this Board is aware, all medical

Attachment: FINAL Commission List 05.02.2022 (12097 : Clancy's Commission List)

expenses incurred by prisoners while in custody at the Riley County Law Enforcement Center's jail are the sole responsibility of Riley County--and not of the City of Manhattan or State of Kansas. Staff discussion scheduled for 8-27-21. Staff discussion rescheduled for 9-22-21. Staff discussion held—research history—recommendation accepted by staff. (9-22-21) Review state of current arrangement. (9-22-21)

KAC Annual Meeting (October 19, 2021): Accepted invitation to participate on panel discussion before the general KAC membership regarding “Dark Store” and Riley County’s experience on the issue. Prepare for panel discussion. (9-29-21) Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21)

County Counselors Association of Kansas: Assist with organization of the semi-annual CLE our statewide professional association will present to its members during the October 19, 2021 KAC annual meeting. Discuss with scheduled CLE presenter local experience on specific state statute related to soil investigation. (9-28-21) Assist with presentation of CLE to County Counselor’s Association of Kansas during KAC annual meeting. Accept award as outgoing CCAK president (effective 1-1-22). Accept “Ed Randels” award for service to CCAK. (10-19-21) Work on scheduling next Board meeting of CCAK—set for Wednesday, 11-10-21)

“Dark Store”: Oral argument (1/2 day) scheduled to take place before BOTA August 26, 2021. Discuss with BOTA staff, and relay to City Commissioner Linda Morse info she requested during 8-23-21 Intergovernmental Luncheon about BOTA 8-26-21 hearing time and whether hearing is open to public (8-23-21). Oral argument before BOTA conducted by counsel for both parties (8-26-21). Accept KAC invitation to be part of two-person panel discussion of “Dark Store,” to be held during KAC annual meeting, October 18-21, Overland Park; will take place in opening breakout session—first morning of the annual meeting. Call Kim Qualls, KAC Education & Communications Director, about breakout session. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Dark Store”; recording scheduled for September 17, 2021. Reschedule “Dark Store” podcast recording for 10-1-21. (9-24-21) Work with County Appraiser Greg McHenry to prepare for KAC podcast this Friday (10-1-21) and KAC Panel Discussion during annual meeting to be held 10-18-21. (9-28-21) Continue preparation for KAC annual meeting and panel discussion of “Dark Store.” (Week of 9-29-21) Work with KAC recording podcast on “Dark Store”. (10-1-21) Discuss KAC annual meeting (10-18-21) presentation with co-panelist Douglas County Appraiser, and Greg McHenry. (10-4-21) Further discussion with Greg McHenry on Dark Store issues for KAC annual meeting panel presentation. (10-6-21) Final discussion with Greg McHenry on Dark Store issues for KAC annual meeting presentation. (10-7-21) Work with Greg on same subject. (10-10-21) Work with Greg on same subject (10-15-21) Participate in panel discussion on “Dark Store” at KAC annual meeting. (10-18-21) Receive notice from counsel BOTA has denied Riley County’s Petition for Reconsideration in Home Depot appeal. (11-18-21)

“Constitutional Protection of County Home Rule”: Accepted KAC invitation to present to County Commissioners Association, KAC affiliate member, information on Home Rule, during final day of KAC annual meeting in O.P., October 20th. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on “Constitutional Protection of County Home Rule”; recording scheduled for September 10, 2021. Podcast recorded with KAC 9-10-21. Work on presentation to County Commissioners scheduled for 10-20-21 (10-15-21; 10-16-21; 10-17-21; 10-19-21) Convene presentation by Mike Heim on constitutional protection of county home rule during KAC annual meeting. (10-20-21) Presentation on constitutional protection of county home rule to County Commissioners Association of Kansas, during KAC annual meeting. (10-20-21)

Riley County Annual Legislative Conference: Confirm with BOCC during public meeting 9-9-21 following available dates for annual meeting with county’s legislative delegation: November 1, 4 and 18, 2021. (Date of 11-18 removed because it conflicts with county official’s luncheon; Date of 11-15 removed because it conflicts with Law Board meeting.) Legislative Conference has been scheduled for Thursday, November 4, 2021. (9-17-21) All delegation members were notified of the date and time of the legislative conference. Work on agenda for legislative conference. (10-14-21; 10-15-21) Present draft agenda for legislative conference to BOCC and obtain approval of final draft. (10-21-21) Work with staff on discussion of revised spreadsheet for use as attachment to conference agenda. (10-27-21) Cancel November 4, 2021 legislative conference and reschedule to December 2, 2021, following individual discussions with BOCC members, members of legislative delegation and county officials participating in presentation. (11-3-21; 11-4-21)

White Canyon Benefit District: White Canyon benefit district’s residents’ request, made during this date’s public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district’s proposed private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to

provide BOCC at upcoming meeting most recent Riley County Public Works' "estimate" of "northern route" as an option to current benefit district project proposed. (8-30-21)

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County's \$14M allocation of ARPA funds. Similar concept to staff's use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21) Discussions with staff and potential consultant. (9-17-21) Attend and participate in KAC webinar on ARPA and potential Health Department fund uses. (9-24-21) Communicate with consultant on agreed terms of service. (9-26-21) Finalize Professional Services Agreement with Consultant; draw Commission Agenda Report and submit for BOCC review and possible approval 9-30-21. (9-28-21) Obtain BOCC approval of Professional Services Agreement. (9-30-21) Staff meets with Consultant for first time regarding ARPA distribution rules. (9-30-21) Draft letter to congressional office (for discussion by BOCC in public meeting on 10-28-21) in support of S 3011—giving more flexibility to counties nationwide in their use of ARPA funds. (10-27-21)

Riley County Employee Day: Intermittent work on employee day: Discussions with potential lunch ½ hour vendors; discussion with planning committee, with keynote speaker and Elizabeth Ward, H.R. Manager. (9-16-21; 9-17-21) Contact moderator for morning virtual sessions offering potential meeting for Monday, September 27, 2021, with Elizabeth Ward and this office to answer any Employee Day questions. (9-24-21) Meet with prospective food truck vendor at Riley County Health Department. (9-27-21) (Agreements signed with 2 vendors—arrange to meet final vendor Saturday morning for signature of contract.) (10-1-21) Agreement signed Saturday, October 2, 2021 with final of the 3 vendors. Pick up tickets from 2 vendors representing meals served to employees during Employee Day (10-12-21; Third vendor hand-delivers tickets to this office (10-13-21); conduct final ticket count; submit information on ticket count with payment due vendors to Budget and Finance Officer and email each vendor same information. (10-15-21) Review with HR and Training Committee on outcomes from Employee Day. (10-25-21)

Nextgen 911: Meeting as member of Nextgen 911 staff committee to review potential upcoming renumbering/renaming projects. (9-21-21) Communicate with fellow members of staff committee on pending project. (9-23-21) Communicate with fellow members of staff committee on different pending project. (9-24-21)

Human Resources: Finalize contract with East Coast Risk Management and place on 10-4-21 agenda for BOCC review and approval. Company will consolidate current Personnel Policies and Guidelines with separate resolutions amending those policies over the past years. (10-1-21) Contract with East Coast Risk Management approved by BOCC. (10-4-21) Assist HR with personnel issues involving different departments. (11-22; 11-23) Advise on applicant issue. (4-3-22) Zoom meeting with county staff and potential vendor on software project. (4-19-22) Work on software project. (4-20-22)

Budget and Planning Committee: Attend meeting 9-28-21. Attend meeting 1-18-22.

Department Head Committee: Attend meeting regarding possible "Code of Conduct" required for state grant supporting businesses. (9-29-21) Obtain BOCC approval of "Code of Conduct." Participate in 1 ½ hour DHC meeting. (4-20-22)

Indigent Defense Panel: Discuss at staff level potential 2022 contract. (9-21-21) Separate issue: Discuss with county and District Court staff coding of interpreter expense. (9-21-21) Panel member contracts for 2022 were created and emailed to current members. (11-3-21) Notice to Riley County Bar Association of at least one panel vacancy effective January 1, 2022. (11-4-21) Proposed 2022 contracts have been provided to all current panel members. None returned as of 11-23-21. No panel contracts are in place for calendar year 2022. Discuss draft request for proposal with Chairman. (2-22-22)

Rural Economic Development Advisory Board: Discuss with staff. (9-21-21) Staff discussion scheduled for 10-1-21. Circulate among staff working group draft of REDAB resolution—to include changes to resolution proposed by BOCC. (11-24-21) Revise original resolution to correct term limitations. 1-21-22. BOCC approves revised resolution. (1-27-22)

Federal Rules on Vaccination Mandate: Research applicability/non-applicability of CMS and OSHA vaccination mandates to be published this week. (11-4-21; 11-5-21) Discuss issues with BOCC during administrative time at public meeting. (11-8-21). Research legal issues. (11-10-21) Staff discussion of foregoing issues. (11-10-21) Legal research, attend webinars and discuss with staff possible employee vaccination policy if required by foregoing

federal rules. (11-8; 11-12; 11-15; 11-16; 11-17; 11-18) Presented proposed draft vaccination policy to BOCC during public meeting November 22, 2021. BOCC decision is to not adopt. (11-22-21).

National Opioid Litigation Settlement: Successfully register on behalf of Riley County at national website. Will ensure we receive settlement documents when they are available, for review and possible signature. (11-24-21) All appropriate documents were signed and filed with Kansas Attorney General and National Settlement Administrator; and courtesy copies provided KAC before the January 1, 2022 deadline. Kansas Attorney General requires multiple counties (including Riley County) to alter their participation resolution by adding averment of at least \$500 in costs incurred due to the national opioid epidemic. (1-21-22) Revise resolution and prepare CAR for BOCC meeting of 1-31, 2022. (1-27-22) Present CAR and obtain BOCC approval of revised national opioid settlement participation resolution. (1-31-22); Provide revised pdf of signed resolution to A.G. and KAC. (2-7-22) Confirm with A.G.'s office revised pdf filed was acceptable. Advised by Assistant A.G. in next couple of months information should be available on grant program for applications for funds from counties across the state. (2-22-22)

Legislation: Work on HCR 5022; prepare for legislative hearing scheduled for 1-20-22. (1-16-22; 1-17-22; 1-18-22). Prepare CAR for BOCC meeting 1-20-22. (1-18-22) Legal research regarding law board. (1-18-21) Testify before House Federal and State Affairs Committee on HCR 5022. (1-20-22) Evaluate possible ROW legislation. (1-21-22) Evaluate different possible legislation affecting two county departments. (1-21-22) Present BOCC work session on SB 325 regarding solar and wind energy facilities only on parcels zoned for industrial uses. (1-27-22) Submit neutral written testimony to House Agriculture Secretary on HB 2531 for hearing scheduled for February 9, 2022. (February 8, 2022) Contract lobbyist advises hearing has been continued to Monday, 2-14-22. (February 9, 2022) Review, analyze and discuss SB 119 pending in House; with member of legislative delegation; contract lobbyist; Riley County Appraiser. (2-7-22; 2-8-22; 2-9-22; 2-10-22). Watch portion of House floor debate on HCR 5022. Discussion with contract lobbyist. (2-22-22) Discuss with contract lobbyist potential in-session annual legislative conference update. (2-25-22) Discuss with member of delegation SB 119 as it stands in House. (2-25-22) Determine if members of delegation are available for follow up zoom legislative conference April 4 or April 7, 2022. (2-28-22) Review SB 538 at request of contract lobbyist. (3-2-22) Schedule follow up zoom only legislative conference for April 7, 2022. (3-2-22) CAR and agenda for April 7, 2022 follow up legislative conference provided delegation. (3-31-22) Review KAC legislative update. (4-5-22) Prepare for April 7, 2022 follow up legislative conference. Assist with presentation to BOCC of follow up legislative conference—1 delegation member present in BOCC chambers and 2 delegation members present by zoom. (4-7-22)

Proposed Construction of EMS/EM/RCFD Emergency Services Headquarters: Analyze legal issue. Advise staff working group. (3-31-22)

Staff Budget and Planning Committee: Attend committee meeting. (1-18-22)

DEPARTMENTAL LIST

Riley County Clerk: Advise on .02 countywide retailers' sales tax election project (8-24-21). Legal research on project involving sign. (9-20-21) On same issue discussion with Planning and Development staff. (9-21-21) Work with county staff and PIO on separate project involving potential vendor of software. Contact potential vendor. (9-20-21) Review documents for BOCC signature on totaled Noxious Weed Vehicle. Scheduled for presentation to BOCC during 2-24-22 meeting. (2-22-22) Vehicle documents signed by BOCC during public meeting. (2-24-22)

Riley County Community Corrections: Discuss with Director Shelly Williams potential contract with Clay County Sheriff's Office for testing of Community Corrections' clients. (10-26-21) Work with Director Shelly Williams on Drug Court structure. (2-24-22) Review RCCC "FY 2023 Adult Comprehensive Plan Grant Signatory Approval Form. (4-19-22) Review RCCC "FY 2023 Juvenile Comprehensive Plan Grant Signatory Approval Form".

Riley County Emergency Management: Provide legal advice on 1 project. Advise on open record issue. (1-18-22)

Riley County Emergency Medical Services: Will provide legal advice. (8-20-21) Conversation with Ambulance Service management, staff working group and Human Resources Manager regarding internal policy matter on education/training benefit. (2-23-22)

Riley County Fire District No. 1: Work with Budget and Finance Officer on District budget approval. (8-23-21)

Riley County Health Department: Provide legal advice on projects. Zoom meeting with Julie Gibbs and Debbie Nuss regarding request from Flint Hills Wellness Coalition to place walk-in cooler/freezer on grounds of Family and Child Resource Center. Draw and submit Commission Agenda Report reflecting request—scheduled for 9-30-21 BOCC meeting. (9-28-21) Obtain BOCC approval of Flint Hills Wellness Coalition agreement in principle, presented at 9-30-21 public meeting, for future license agreement and pouring of concrete as base for outdoor “walk-in cooler/freezer at RCHD’s Family and Child Resource Center. (9-30-21) Finalize and place on BOCC agenda for 10-14-21 license agreement with FHWC. (10-5-21) Present to and obtain approval from BOCC license agreement with FHWC. (10-14-21) Discuss concept of assistance from Envisage Consulting, Inc., for Community Health Improvement Plan. (10-21-21) Review vaccination matter. (10-27-21) Work on location of site for COVID testing by KDHE. (1-12-22; 1-13-22) Advise RCHD staff on licensed day care issue. (1-14-22). Work on licensed child care inspection issue. (1-21-22; 1-23-22; 1-25-22) Work on lease for KDHE COVID testing. (1-25; 1-26) RCHD presents completed lease to BOCC and obtains approval. (1-27-22) Advise RCHD on legal matter involving department vehicle. (3-25-22) Advise Director on medical record issue. (4-5-22)

Riley County Historical Museum: Provide legal advice. Prepare for BOCC candidate interview Director/Curator position. (11-7-21)

Riley County Human Resources: Provide requested legal advice on multiple issues related to pandemic; zoom meeting on federal contract requirement. Work on separate project involving proposed vendor and personnel policies. (9-22-21). Review legal parameters of “long-COVID” disability as viewed by the Equal Opportunity Commission; information provided by H.R. (9-24-21) Discuss potential personnel policy change with staff working group. Scheduled for presentation to BOCC during 2-24-22 public meeting. (2-18-22;2-22-22) Discuss potential personnel manual change with staff working group. (2-22-22) Conversation with Human Resource Manager about accommodation request. (2-23-22) Conversation with Human Resource Manager about personnel policy issue. (2-23-22) Such personnel policy presented to BOCC during public meeting 2-24-22. Discuss background check issue with Human Resource Manager. Participate in discussion with H.R. and employee. (3-1-22) Participate in staff working group on personnel policy issue. (3-1-22) Assist with interview. (3-28-22) Participate in staff working group on personnel policy issue.(3-29-22) Assist with interview. (3-30-22) Prepare for panel interviews of applicants for Department Head position. (3-29-22; 3-30-22) Prepare for panel interviews for Department Head position. (4-1-22) Participate in panel interviews for Department Head position. (4-4-22)(4-7-22) Participate in panel interview for vacant Department Head position. (4-14-22) Review proposed Contract for unrelated internal system matter. (4-14-22) Participate in staff working group on project. (4-19-22)

Riley County Information Technology/GIS: Request for estimate (submitted to this office 8-20-21). Discuss technology issue with I.T. interim director. (10-21-21) Prepare for BOCC candidate interview IT/GIS Director. Review potential claim for Zoom subscribers in settled class action—not eligible as government subscriber. (3-1-22)

Riley County Planning & Development: Provide legal advice on 2 projects. Advise P & D Director on development of “Code of Conduct” necessary for grant close-out. (9-29-21) Discuss with P & D and H.R. departments “Code of Conduct” Commission Agenda Report to be presented by P & D 10-7-21. (10-4-21; 10-5-21) Discuss separate regulatory issue with P& D. (10-5-21) Advise department on development of contract. (1-14-22). Advise P& D staff on licensed day care issue. (1-14-22). Work on sanitary system inspection issue. (1-21-22; 1-23-22; 1-25-22) Complete contract between Gov.Built and County; submit to P & D; sign off on presentation of contract documents to BOCC for 2-14-22 public meeting. (2-9-22;2-10-22) Discuss with P & D Director proposed separate contract for online payment of fees; and county proposed requirements for any such contract. (2-18-22;2-22-22) Conversation with Deputy County Counselor about private wastewater system issue. (2-22-22; 2-23-22) Work on private wastewater system issue. (4-1-22; 4-3-22) Represent Planning and Development in support of variance application at evening hearing before hearing officer. (4-4-22) Prepare for RCP & D’s scheduled 4-21-22 presentation to BOCC. (4-19-22)

Riley County Public Information Officer: Finalize contract for Archive Social. Will present to BOCC for review and possible approval at public meeting on 11-29. Contract approved by BOCC.

Riley County Public Works: Provide legal advice on project. Review and approve “as to form” KDOT Local Road Safety Plan Agreement. (9-24-21) Answer question on project. (10-21-21) Review and approve as to form Transfer Station scales repair contract. (10-25-21) Review “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-2-21) Discuss with USDA final documents for Fairmont Heights closing and construction. (11-2-21) Complete review of “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-7-21) Calendar March 9, 2022 Township Officials meeting. (1-31-22) Assist with benefit district project staff discussion. (3-29-22)

Participate in discussion with outside regulatory authority. (4-1-22) Prepare CAR for EPA consent order on University Park wastewater treatment facility. (4-14-22) Review consultant agreement for University Park wastewater project under consent order--prepare contractual provisions attachment for consulting firm's review and approval.(4-19-22)

Riley County Register of Deeds: Provide legal advice. Conversation with ROD (8-2021). Conversation about county termination of contract. (9-22-21) Discussion with other party to contract. I can confirm contract will terminate as required by County. (9-22-21) Advise on departmental project. Discuss with ROD. (1-14-22) Assist Department Head with anticipated new project. (3-28-22; 3-29-22)

Riley County Treasurer: Advise on property tax issue. (10-6-21)

PROFESSIONAL ASSOCIATION MATTERS:

County Counselor Association of Kansas: Arrange for Continuing Legal Education seminar speaker to present at June 17, 2022 mid-year CLE of the County Counselors Association of Kansas. (4-1-22) Participate in Board meeting of CCAK. (4-20-22)

Kansas Association of Counties: KAC Annual Meeting (**October 19, 2021**): Accepted invitation to participate on panel discussion before the general KAC membership regarding "Dark Store" and Riley County's experience on the issue. Prepare for panel discussion. (9-29-21) Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21)



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Bob Isaac, Planner

MEETING: May 2, 2022

SUBJECT: Amend Section 1.1-Title; Section 4.7 - Agricultural District- Residential Use Designator; Section 4.8 - Single Family Residential (SF-1) District; Section 4.9 - Single Family Residential (SF-2) District; Section 4.10 - Single Family Residential (SF-3) District; Section 4.11 - Two-Family Residential (TF) District; Section 4.12 - Multi-Family Residential (MF) District; Section 5.2 Use-Specific Standards; and Article 9 - Definitions, of the Land Development Regulations for Riley County, Kansas.

PRESENTER: Bob Isaac, Planner

BACKGROUND

See staff report.

DISCUSSION

See staff report.

FISCAL IMPACT

None is anticipated

ALTERNATIVES

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

RECOMMENDATION(S)

On April 4, 2022, the Manhattan Urban Area Planning Board held a public hearing and unanimously forwarded a recommendation of approval to the Board of County Commissioners of the request.

On April 11, 2022, the Riley County Planning Board held a public hearing and unanimously forwarded a recommendation of approval to the Board of County Commissioners of the request.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of Commissioners of Riley County approve the request to amend Section 1.1-Title; Section 4.7 - Agricultural District-Residential Use Designator; Section 4.8 - Single Family Residential (SF-1) District; Section 4.9 - Single Family Residential (SF-2) District; Section 4.10 - Single Family Residential (SF-3) District; Section 4.11 - Two-Family Residential (TF) District; Section 4.12 - Multi-Family Residential (MF) District; Section 5.2 Use-Specific Standards; and Article 9 - Definitions, of the Land Development Regulations for Riley County, Kansas, as written in the staff report.

POSSIBLE MOTION(S)

- A. Motion to approve Resolution 050222-____ approving the request to amend Section 1.1-Title; Section 4.7 - Agricultural District-Residential Use Designator; Section 4.8 - Single Family Residential (SF-1) District; Section 4.9 - Single Family Residential (SF-2) District; Section 4.10 - Single Family Residential (SF-3) District; Section 4.11 - Two-Family Residential (TF) District; Section 4.12 - Multi-Family Residential (MF) District; Section 5.2 Use-Specific Standards; and Article 9 - Definitions, of the Land Development Regulations for Riley County, Kansas, as written in the staff report.

Or

- B. Motion to sign Resolution 050222-____ denying the request to amend Section 1.1-Title; Section 4.7 - Agricultural District-Residential Use Designator; Section 4.8 - Single Family Residential (SF-1) District; Section 4.9 - Single Family Residential (SF-2) District; Section 4.10 - Single Family Residential (SF-3) District; Section 4.11 - Two-Family Residential (TF) District; Section 4.12 - Multi-Family Residential (MF) District; Section 5.2 Use-Specific Standards; and Article 9 - Definitions, of the Land Development Regulations for Riley County, Kansas, as written in the staff report.

ATTACHMENT(S):

- Staff report
- Excerpt of Planning Board minutes

Enclosures:

- Staff Report BOCC (PDF)
- MUAPB Minutes (PDF)
- RCPB Minutes (PDF)
- Resolution (PDF)



PLANNING & DEVELOPMENT

STAFF REPORT

Regulation Amendment

PETITION: #22-0020 Text Amendment

APPLICANT: Board of Commissioners of Riley County
110 Courthouse Plaza
Manhattan, KS 66502

REQUEST: Amend Section 1.1-Title; Section 4.7 - Agricultural District-Residential Use Designator; Section 4.8 - Single Family Residential (SF-1) District; Section 4.9 - Single Family Residential (SF-2) District; Section 4.10 - Single Family Residential (SF-3) District; Section 4.11 - Two-Family Residential (TF) District; Section 4.12 - Multi-Family Residential (MF) District; Section 5.2 Use-Specific Standards; and Article 9 - Definitions, of the Land Development Regulations for Riley County, Kansas.

PUBLIC NOTICE EXCERPT:

Additions are italicized and deletions are struck through.

SECTION 1.1 – TITLE

The title of this document shall be officially known and cited as the “*Riley County Land Development Regulations* ~~for Riley County, Kansas.~~”

SECTION 4.7 – AGRICULTURAL DISTRICT- RESIDENTIAL USE DESIGNATOR

Table 4.3 – Dimensional Requirements

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.8 – SINGLE FAMILY RESIDENTIAL (SF-1) DISTRICT

Table 4.4 – Dimensional Requirements

Referencing the side yard setback:

Notes: ~~[5] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.9 – SINGLE FAMILY RESIDENTIAL (SF-2) DISTRICT

Table 4.5 – Dimensional Requirements

Side: 10% of lot width, *but need not exceed 10 feet.*

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.10 – SINGLE FAMILY RESIDENTIAL (SF-3) DISTRICT**Table 4.6 – Dimensional Requirements**

Side: 10% of lot width; *but need not exceed 10 feet.*

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.11 – TWO-FAMILY RESIDENTIAL (TF) DISTRICT**Table 4.7 – Dimensional Requirements**

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.12 – MULTI-FAMILY RESIDENTIAL (MF) DISTRICT**Table 4.8 – Dimensional Requirements**

Referencing the side yard setback:

Notes: ~~[3] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 5.2 – USE-SPECIFIC STANDARDS**AC. Short-Term Rental****3. Licensing Requirements**

- a. *As of the effective date of these regulations, as amended (date), it shall be unlawful for any person to operate and or advertise any short-term rental without a valid short-term rental license, as approved pursuant to the application procedure herein.*

4. Standards

- k. *A room shall not be used as a bedroom unless it has a window at least two (2) independent points of ingress/egress, one of which may be an egress window. For residential structures built prior to the effective date of these regulations, an egress window shall have a minimum clear opening width and height of 18 inches, a minimum total clear openable area of 4 square feet, and a maximum sill height above floor level of 48 inches. Permanently installed step(s) may be used to attain maximum sill height. Such step(s) must have a minimum tread of 12 inches and a maximum riser height of 16 inches. For residential structures built after the effective date of these regulations shall have a minimum net clear opening height dimension of 24 inches, a minimum net clear opening width dimension of 20 inches and a minimum net clear opening of 5.7 square feet. The net clear opening dimensions shall be the result of normal operation of the opening.*

The minimum horizontal area of a window well shall be 9 square feet, with a minimum horizontal projection and width of 36 inches. The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Guards or covers shall be provided to safeguard against falls into the window well.

Article 9 – DEFINITIONS

Window, egress

An egress window is a window that is intended to provide an emergency means of exiting a dwelling. Windows must meet specific size requirements to qualify as an egress window.

BACKGROUND:

On December 6, 2021, the Board of County Commissioners adopted the Land Development Regulations for Riley County, Kansas. The document became effective on January 1, 2021. However, soon after the effective date, it was discovered some adjustments were needed that were beyond our administrative authority to change. The following proposed amendments were brought before the Riley County Planning Board for discussion on February 14, 2022 and before the Manhattan Urban Area Planning Board on February 21, 2022. The amendments were also brought before the Board of County Commissioners on March 3, 2022, entering into executive session for the portion regarding short-term rentals. Both planning boards and the Board of County Commissioners were in general consensus to move the proposed amendments forward to public hearing.

SECTION 1.1 – TITLE

The title of this document shall be officially known and cited as the “*Riley County Land Development Regulations for Riley County, Kansas.*”

Staff discovered that the existing title of the document created confusion, especially when it was twice referred to as “Riley County Land Development Regulations” within the actual document. Staff recommended changing the title to be structured with the name of the jurisdiction prefacing the document (i.e. Manhattan Development Code, Manhattan Urban Area Subdivision Regulations, etc.), as proposed.

SECTIONS 4.7 (AG-RUD), 4.8, 4.9 and 4.10 (Single Family Residential SF-1, SF-2 and SF-3), 4.11 (Two-Family), 4.12 (Multi-Family)

Notes: ~~[5] Setback increases one foot for every one foot of building height over 16 feet.~~

Staff had originally included this requirement to supplement the side yard setback for homes that exceeded the average height of 16 feet. However, it was discovered that after accounting for two feet of foundation wall, 8-10 feet per floor, space between floors, and the pitch of a roof, the average height of a typical single family residence was actually between 20-35 feet measured on a single elevation. The height of homes built on multiple elevations (built into a hillside w/ walkout basement) is calculated and averaged. This requirement is considered impractical and unreasonably short. It was always generally accepted that it makes sense to build taller on smaller lots, to go vertical rather than horizontal in order to get the square footage desired; however; this requirement essentially precludes most two-story residences, especially on lots that aren't particularly wide, the taller the house, the more narrow it has to be. Through discussions with the LDR Planning Consultant Elizabeth Garvin, it was recommended to delete this standard and allow the maximum height of the zoning district plus the established side yard setback standard control. Staff recommends the deletion of the note.

SECTIONS 4.9 and 4.10 (SF-2 and SF-3 DISTRICTS)

Tables 4.5 and 4.6: Dimensional standards

Side: 10% of lot width; *but not to exceed 10 feet*.

The previous zoning regulations attempted to accommodate smaller lots by allowing the side yard building setback to be a percentage of the lot width, rather than a set number (e.g., 10 feet). Any lots wider than 100 feet only had to provide a 10-ft maximum side yard setback. Unfortunately, the cap limiting the setback to a maximum of 10 feet was mistakenly omitted. Staff discovered that with the existing language, a request to build on a 200-ft wide platted lot would require an excessively large and unreasonable 20-ft side yard setback. This would have a detrimental impact on lots that are long and narrow, with a large amount of street frontage. All construction on these lots would be forced to occur in the center of the lot only, disregarding topography, floodplain or other natural features. Discussions with the planning boards and the Board of County Commissioners revealed that there was some confusion on the proposed language, “but not to exceed 10 feet”, as it seemed to read that it was requiring buildings could not be built any further from a side property line than 10 feet. Staff changed the proposed text to reflect what was written in the previous zoning regulations, and suggests adding the language “, *but need not exceed 10 feet*”, for the side yard setback for Tables 4.5 and 4.6.

SECTION 5.2 – USE-SPECIFIC STANDARDS**AD. Short-Term Rental****3. Licensing Requirements**

- b. *As of the effective date of these regulations, as amended (date)*, it shall be unlawful for any person to operate ~~and or advertise~~ any short-term rental without a valid short-term rental license, as approved pursuant to the application procedure herein.

Staff originally projected that, following the adoption of the new Land Development Regulations, existing short-term rentals (Airbnb, VRBO, etc.) would be “grandfathered” and, similar to agritourism facilities that existed prior to the adoption of the licensing requirement for agritourism facilities, would not be required to be licensed and essentially be considered legal nonconformities. It was thought that as a pre-existing use, it would fall under Section 1.16 – Transitional Provisions, B. Uses, Structures, and Lots Rendered Nonconforming, which states:

“Except as specifically provided in these Regulations, if any use, building, structure, lot, or parcel that legally existed on the effective date of these Regulations does not meet all standards set forth in these Regulations, such use, building, structure, lot, or parcel shall be considered a legal nonconformity and shall be controlled by [Section 5.6, Nonconformities](#).”

However, following discussions with the Deputy County Counselor, it appears that it was expected by the Board of County Commissioners that, upon adoption of the new Land Development Regulations, all short-term rentals, whether new or already established, had to be licensed and be subject to the licensing standards. Therefore, to be consistent with the standard listed in the above referenced Section 1.16 – Transitional Provisions, “Except as specifically provided in these Regulations...,” it was recommended to insert a provision marking the official date when the licensing requirements will become applicable for all short-term rentals. Staff, both Planning Boards and the Board of County Commissioners recommended that all short-term rentals be required to have a license; however, the Board of County Commissioners suggested a one-year grace period to allow time for existing short-term rental businesses to come into compliance.

4. Standards

- k. A room shall not be used as a bedroom unless it has ~~a window~~ at least two (2) independent points of ingress/egress, one of which may be an egress window. For residential structures built prior to the effective date of these regulations, an egress window shall have a minimum clear opening width and height of 18 inches, a minimum total clear openable area of 4 square feet, and a maximum sill height above floor level of 48 inches. Permanently installed step(s) may be used to attain maximum sill height. Such step(s) must have a minimum tread of 12 inches and a maximum riser height of 16 inches. Residential structures built after the effective date of these regulations shall have a minimum net clear opening height dimension of 24 inches, a minimum net clear opening width dimension of 20 inches and a minimum net clear opening of 5.7 square feet. The net clear opening dimensions shall be the result of normal operation of the opening.

The minimum horizontal area of a window well shall be 9 square feet, with a minimum horizontal projection and width of 36 inches. The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Guards or covers shall be provided to safeguard against falls into the window well.

Although Riley County does not have building codes, certain uses or circumstances may require additional standards to address potential concerns for public health, safety and welfare. For purposes of short-term rentals, the Land Development Regulations only require that “a room not be used as a bedroom unless it has a window.” The Riley County Planning Board suggested that the requirements listed in the Land Development Regulations to be more consistent with the safety standards of the International Residential Code (IRC) for a room to be used as a bedroom. Staff recommends approval of the amendment as written.

Article 9 – DEFINITIONS

Window, egress

An egress window is a window that is intended to provide an emergency means of exiting a dwelling. Windows must meet specific size requirements to qualify as an egress window.

Staff concluded that it was important to add the definition of an egress window to Article 9 - Definitions. The above definition specifies the difference between an egress window and any other type of window, in reference to the standards for short-term rentals.

MANHATTAN URBAN AREA PLANNING BOARD:

On April 4, 2022, the Manhattan Urban Area Planning Board heard the request and unanimously recommended approval to the Board of Commissioners of Riley County.

RILEY COUNTY PLANNING BOARD:

On April 11, 2022, the Riley County Planning Board heard the request and unanimously recommended approval to the Board of Commissioners of Riley County.

STAFF RECOMMENDATIONS: Staff recommends that the Board of County Commissioners approve the proposed amendments, as shown in the staff report.

POSSIBLE MOTION(S)

ACTION NEEDED:

A. Motion to sign Resolution 050222-_____ approving the proposed amendments to the Land Development Regulations for Riley County, Kansas, as shown in the staff report.

Or

B. Motion to sign Resolution 050222-_____ denying the proposed amendments to the Land Development Regulations for Riley County, Kansas, as shown in the staff report.

Prepared by: Bob Isaac, Planner
April 13, 2022

EXCERPT OF MINUTES MANHATTAN URBAN AREA PLANNING BOARD

April 4, 2022

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- 3.2. A PUBLIC HEARING to consider amending Section 1.1-Title; Section 4.7 - Agricultural District-Residential Use Designator; Section 4.8 - Single Family Residential (SF-1) District; Section 4.9 - Single Family Residential (SF-2) District; Section 4.10 - Single Family Residential (SF-3) District; Section 4.11 - Two-Family Residential (TF) District; Section 4.12 - Multi-Family Residential (MF) District; Section 5.2 Use-Specific Standards; and Article 9 - Definitions, of the Land Development Regulations for Riley County, Kansas (applicant: Board of Commissioners of Riley County; file no. RCF-22-008)

Action needed: Conduct a Public Hearing to consider the request and forward a recommendation of approval, approval with modifications, or denial, to the Board of Commissioners of Riley County

Isaac presented the request stating the amendments are for the Riley County Land Development Regulations for Riley County, Kansas that were brought before this Board for discussion and feedback on February 21, 2022. He said following that meeting, the amendments were taken before the Riley County Planning Board and Board of County Commissioners for feedback.

Isaac went through each amendment describing the changes in detail.

Staff recommended the Planning Board forward a recommendation of approval to the Board of County Commissioners, to adopt the proposed amendments as published.

Ball opened the public hearing. There were no proponents or opponents. Ball closed the public hearing.

Stith moved to recommend approval of the proposed amendments to the Riley County Land Development Regulations to the Board of County Commissioners of Riley County.

Anderson seconded.

Motion carried 5-0.

Isaac announced that the Board of County Commissioners will hear the request on May 2, 2022 at 9:20 am, in the County Commission Chambers.

EXCERPT OF MINUTES RILEY COUNTY PLANNING BOARD

April 11, 2022

Page 1

Amendments Land Development Regulations for Riley County, Kansas

Bob Isaac presented the request stating that on December 6, 2021, the Board of County Commissioners adopted the Land Development Regulations for Riley County, Kansas, which became effective on January 1, 2022. Mr. Isaac stated that unfortunately, soon after the effective date, it was discovered some adjustments were needed that were beyond staff's administrative authority to change.

SECTIONS 4.8, 4.9 and 4.10 (SF-1, SF-2 and SF-3, TF, MF and AG-RUD DISTRICTS)

Notes: ~~[5] Setback increases one foot for every one foot of building height over 16 feet.~~

Mr. Isaac explained that staff had originally included this requirement to supplement the side yard setback for buildings that exceeded the average height of 16 feet. He said it was discovered that after accounting for two feet of foundation wall, 8-10 feet per floor, space between floors, and the pitch of a roof, the average height of a typical single-family residence was actually between 20-35 feet measured on a single elevation. He said this requirement is considered impractical, unreasonably short. Mr. Isaac said through discussions with the consultant, it was recommended to delete this standard.

SECTIONS 4.9 and 4.10 (SF-2 and SF-3 DISTRICTS)

Tables 4.5 and 4.6: Dimensional standards

Side: 10% of lot width; *but not to exceed 10 feet.*

Mr. Isaac explained the previous zoning regulations attempted to accommodate smaller lots by allowing the side yard building setback to be a percentage of the lot width, rather than a set number (e.g., 10 feet). He said unfortunately, the cap limiting the setback to a maximum of 10 feet was mistakenly omitted. Staff recommended adding the language “, *but not to exceed 10 feet*”, to the side yard setback language for Tables 4.5 and 4.6.

SECTION 5.2 – USE-SPECIFIC STANDARDS

AD. Short-Term Rental

3. Licensing Requirements

- a. *As of the effective date of these regulations, as amended (date), it shall be unlawful for any person to operate and or advertise any short-term rental without a valid short-term rental license, as approved pursuant to the application procedure herein.*

Mr. Isaac stated staff originally presumed that, following the adoption of the new Land Development Regulations, existing short-term rentals (Airbnb, VRBO, etc.) would be “grandfathered” and, like agritourism facilities that existed prior to the adoption of the licensing requirement for agritourism facilities, would not be required to be licensed and essentially be considered legal nonconformities. He said it was thought that as a pre-existing use, it would fall under Section 1.16 – Transitional Provisions, B. Uses, Structures, and Lots Rendered Nonconforming, which states:

“Except as specifically provided in these Regulations, if any use, building, structure, lot, or parcel that legally existed on the effective date of these Regulations does not meet all

standards set forth in these Regulations, such use, building, structure, lot, or parcel shall be considered a legal nonconformity and shall be controlled by Section 5.6, Nonconformities.”

Mr. Isaac said that, following discussions with the Deputy County Counselor, it appears that it was expected by the Board of County Commissioners that, upon adoption of the new Land Development Regulations, all short-term rentals, whether new or already established, had to be licensed and be subject to the licensing standards. He said to be consistent with the standard listed in the above referenced Section 1.16 – Transitional Provisions, “Except as specifically provided in these Regulations...,” it was recommended to insert a provision marking the official date when the licensing requirements will become applicable for all short-term rentals. Mr. Isaac stated that the Board of County Commissioners agreed with this approach but suggested allowing one (1) year for existing short-term rentals to come into compliance with the new regulations.

Mr. Isaac also noted that the current language states that the current language of the regulations prohibit any person from operating or advertising any short-term rental. Staff believes that the County has no authority to police the act of advertising, regardless of content. Staff recommends deleting the text “and or advertise” from the regulations.

4. Standards

- k. A room shall not be used as a bedroom unless it has ~~a window~~ *at least two (2) independent points of ingress/egress, one of which may be an egress window. For residential structures built prior to the effective date of these regulations, an egress window shall have a minimum clear opening width and height of 18 inches, a minimum total clear openable area of 4 square feet, and a maximum sill height above floor level of 48 inches. Permanently installed step(s) may be used to attain maximum sill height. Such step(s) must have a minimum tread of 12 inches and a maximum riser height of 16 inches. Residential structures built after the effective date of these regulations shall have a minimum net clear opening height dimension of 24 inches, a minimum net clear opening width dimension of 20 inches and a minimum net clear opening of 5.7 square feet. The net clear opening dimensions shall be the result of normal operation of the opening.*

The minimum horizontal area of a window well shall be 9 square feet, with a minimum horizontal projection and width of 36 inches. The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Guards or covers shall be provided to safeguard against falls into the window well.

Mr. Isaac explained although Riley County does not have building codes, certain uses or circumstances may require additional standards to address potential concerns for public health, safety and welfare. He said the Riley County Sanitary Code specifies that a bedroom must of two points of ingress/egress, which may include a window; however, the purpose of defining what constitutes a bedroom is used to calculate how large the septic system needs to be. Mr. Isaac explained that the current language in the Land Development Regulations states that “*a room shall not be used as a bedroom unless it has a window.*” The Riley County Planning Board suggested that the requirements listed in the Land Development Regulations should be more consistent with the safety standards of the International Residential Code (IRC) for a room to be used as a bedroom. Staff recommends approval of the amendment as written.

Article 9 – DEFINITIONS

Window, egress

An egress window is a window that is intended to provide an emergency means of exiting a dwelling. Windows must meet specific size requirements to qualify as an egress window.

Staff concluded that it was important to add the definition of an egress window to Article 9 - Definitions. The above definition specifies the difference between an egress window and any other type of window, in reference to the standards for short-term rentals.

Staff recommended that if the Planning Board finds the text amendments to the Riley County Land Development Regulations acceptable, the Board should forward a recommendation of approval to the Board of County Commissioners to adopt the proposed amendments as published.

Joe Gelroth moved to forward a recommendation of approval to the Board of County Commissioners to adopt the proposed amendments to the Land Development Regulations.

Nathan Larson seconded. Carried 4-0.

Mr. Isaac announced that the Board of County Commissioners would hear the request on May 2, 2022, at 9:20 am, in the County Commission Chambers.

RESOLUTION NO. 050222-**RESOLUTION AMENDING THE LAND DEVELOPMENT REGULATIONS FOR
RILEY COUNTY, KANSAS**

WHEREAS, pursuant to the provisions of Section 3.8 of the Land Development Regulations for Riley County, Kansas, the Board of Commissioners of Riley County has made application that amendments be made to the Land Development Regulations for Riley County, Kansas, to provide for more efficient and equitable administration, and

WHEREAS, the Manhattan Urban Area Planning Board, after duly publishing notice of public hearing on said application, did on April 4, 2022, conduct a public hearing on said application, and

WHEREAS, the Riley County Planning Board, after duly publishing notice of public hearing on said application, did on April 11, 2022, conduct a public hearing on said application, and

WHEREAS, the Manhattan Urban Area Planning Board has submitted their recommendation and report to the Board of Commissioners of Riley County, Kansas recommending APPROVAL of the application, and

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

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas, that the recommendations of the Riley County Planning Board and Manhattan Urban Area Planning Board be accepted and that the Land Development Regulations for Riley County are hereby amended as follows (additions are in italics; deletions are struck out):

SECTION 1.1 – TITLE

The title of this document shall be officially known and cited as the “*Riley County Land Development Regulations* ~~for Riley County, Kansas.~~”

SECTION 4.7 – AGRICULTURAL DISTRICT- RESIDENTIAL USE DESIGNATOR**Table 4.3 – Dimensional Requirements**

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.8 – SINGLE FAMILY RESIDENTIAL (SF-1) DISTRICT**Table 4.4 – Dimensional Requirements**

Referencing the side yard setback:

Notes: ~~[5] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.9 – SINGLE FAMILY RESIDENTIAL (SF-2) DISTRICT

Table 4.5 – Dimensional Requirements

Side: 10% of lot width, *but need not exceed 10 feet.*

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.10 – SINGLE FAMILY RESIDENTIAL (SF-3) DISTRICT

Table 4.6 – Dimensional Requirements

Side: 10% of lot width; *but need not exceed 10 feet.*

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.11 – TWO-FAMILY RESIDENTIAL (TF) DISTRICT

Table 4.7 – Dimensional Requirements

Referencing the side yard setback:

Notes: ~~[4] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 4.12 – MULTI-FAMILY RESIDENTIAL (MF) DISTRICT

Table 4.8 – Dimensional Requirements

Referencing the side yard setback:

Notes: ~~[3] Setback increases one foot for every one foot of building height over 16 feet.~~

SECTION 5.2 – USE-SPECIFIC STANDARDS

AC. Short-Term Rental

3. Licensing Requirements

- a. *As of the effective date of these regulations, as amended May 2, 2022, it shall be unlawful for any person to operate ~~and or advertise~~ any short-term rental without a valid short-term rental license, as approved pursuant to the application procedure herein.*

4. Standards

- k. *A room shall not be used as a bedroom unless it has ~~a window~~ at least two (2) independent points of ingress/egress, one of which may be an egress window. For residential structures built prior to the effective date of these regulations, an egress window shall have a minimum clear opening width and height of 18 inches, a minimum total clear openable area of 4 square feet, and a maximum sill height above floor level of 48 inches. Permanently installed step(s) may be used to attain maximum sill height. Such step(s) must have a minimum tread of 12 inches and a maximum riser height of 16 inches. For residential structures built after the effective date of these regulations shall*

Text Amendment

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have a minimum net clear opening height dimension of 24 inches, a minimum net clear opening width dimension of 20 inches and a minimum net clear opening of 5.7 square feet. The net clear opening dimensions shall be the result of normal operation of the opening.

The minimum horizontal area of a window well shall be 9 square feet, with a minimum horizontal projection and width of 36 inches. The area of the window well shall allow the emergency escape and rescue opening to be fully opened. Guards or covers shall be provided to safeguard against falls into the window well.

Article 9 – DEFINITIONS

Window, egress

An egress window is a window that is intended to provide an emergency means of exiting a dwelling. Windows must meet specific size requirements to qualify as an egress window.

It is hereby ordered that the Land Development Regulations for Riley County, Kansas be changed to reflect the amendments and that the original resolution incorporating said official regulations by reference be amended and that said official regulations be re-incorporated by reference as amended.

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

Adopted this 2nd day of May, 2022

BOARD OF COMMISSIONERS
OF RILEY COUNTY, KANSAS

Greg McKinley, Chair

Kathryn G. Focke, Vice Chair

John Ford, Member

ATTEST:

Rich Vargo, Riley County Clerk



REGISTER OF DEEDS
Agreement

Amy Manges
Register of Deeds
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6340

COMMISSION AGENDA REPORT

FROM: Amy Manges, Register of Deeds
MEETING: May 2, 2022
SUBJECT: Property Fraud Alert Service Agreement
PRESENTER: Amy Manges

BACKGROUND

Property and mortgage fraud is a fast growing crime across our country. Residents are increasingly concerned about protecting their property and in response many Register of Deeds are starting to offer a monitoring service.

DISCUSSION

Property Fraud Alert is a program that will help members of the public protect their property by monitoring the documents being recorded in the Riley County Register of Deeds Office.

Subscribers will receive an alert via email or by phone any time a document is recorded with their registered name. The program will not prevent fraud, but will allow residents to find out about it quickly and take action.

Several Register of Deeds across Kansas have already implemented this service. Our office receives numerous calls monthly asking if we plan to do the same. Providing this service will allow our office to take a proactive role in protecting our consumers.

FISCAL IMPACT

There is a one-time fee of \$8,000 for licensing and set-up. Annual maintenance and support cost are \$1,750. The funds to provide this service are available in the Register of Deeds tech fund.

RECOMMENDATION(S)

The Register of Deeds and staff recommend that the BOCC approve and sign the Property Fraud Alert Service Agreement with Fidlar Technologies.

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:

- Fidlar Service Agreement (PDF)

Property Fraud Alert Service Agreement

Riley County, KS
Register of Deeds

Property Fraud Alert Description:

Fidlar Technologies (Fidlar) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Riley County Kansas Register of Deeds office. Riley County Register of Deeds (CLIENT). PFA allows subscribers the ability to have their personal/business name monitored within the CLIENT's office in order to track possible fraudulent activity. PFA allows for free subscriptions via the PFA website and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the CLIENT's office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

The attached Addendum A is a listing of the unique features provided by PFA and must be accepted at the time of the signing of this agreement.

Property Fraud Alert Service Terms and Conditions:

CLIENT agrees to participate in the PFA Service by providing the index data required (at no cost to Fidlar) and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purpose of possible fraudulent activity. CLIENT understands that PFA is a service provided by Fidlar in order to offer individual alerts to all participating users. CLIENT will post index data via a data format mutually agreed upon by Fidlar and the CLIENT to a FTP site, at interval timings under full discretion of the CLIENT. The data once received by the FTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. Fidlar reserves the right to make changes to the PFA service as deemed necessary.

Fidlar agrees NOT to retain subscriber's information beyond time period needed to perform PFA services unless required under another agreement. Fidlar agrees to Indemnify and Hold Harmless Riley County from any and all claims related to the unauthorized disclosure of information provided by the county.

Fidlar agrees that it may NOT use or share CLIENT's data in any other way other than the method outlined above for the PFA service, without the express written consent of the CLIENT.

Attachment: Fidlar Service Agreement (12099 : Property Fraud Alert Service Agreement)

Addendum A

PFA Value Provided to the Riley County, KS Register of Deeds Office

- Automatic notification system: Registered constituents receive an email or personal phone call (from Fidar) each time a document is recorded in their name. The county does not have to worry about cards to mail or address lists to maintain.
- Flexible sign-up processes: Constituents can sign up via the PFA website or for those not comfortable doing so online or for those who do not have access to a computer; sign-up is available by calling the dedicated PFA toll-free number staffed by Fidar.
- Notifications are sent out upon the recording of **any** document. Deeds are not the only damaging document that can be fraudulently filed or recorded. Powers of Attorney, satisfactions, etc., can also lead to fraudulent activity. PFA notifies the subscriber any time any document is recorded in the name registered with Fidar.
- PFA is an opt-in notification system. Once subscribed, the constituent does not have to check in on a website for notification status. Email notifications are sent within 24 hours of the document being made available to Fidar or the next business day, should the 24-hour period fall upon a weekend or holiday. Phone notifications are attempted within 48 regular business hours of the document being made available to Fidar. When calling a subscriber with an alert notification, Fidar will attempt the call twice (in consecutive days) and leave voicemails. If a return call is not received, Fidar will make a third attempt one week after the first call was made. If no return call is made after the third attempt, the call will be closed.
- A customized PFA website has been created for the Register of Deeds office. The Register of Deeds office will have the right to select up to five (5) graphics to be used on the customized homepage.
- PFA requires no changes to existing recording workflow.
- No training required for county employees.
- PFA provides for customization of the email notification verbiage.
- The custom PFA website for the Clerk's will be managed by Fidar.
- PFA provides an online administration tool for use within the Register of Deeds office for the purpose of monitoring subscription levels. Also available via the administration tool is the ability to access the current list of subscribers contact information as well as a list of notification alerts that have been sent.

- The call-center that provides live follow-up to PFA subscribers is fully maintained and staffed by Fidlar. This call-center is staffed from 7:00am - 8:00pm CST and is housed at our corporate office in Davenport, IA. This call center will handle the following calls
 - Incoming calls from constituents who wish to sign-up but are either hesitant to do so over the Internet or don't have a computer. Typically, this represents a more elderly demographic.
 - Incoming calls from subscribers who have received alerts and have questions. Historically, our attendants are able to answer incoming questions to the subscriber's satisfaction. However, in the event that a question remains that goes beyond our capabilities, it will be forwarded to the county office.
 - Outgoing calls providing alerts. Subscribers have the ability to receive alerts via email or phone. Those that opt to receive alerts via phone receive a call from one of our call center attendants. We will make three outgoing calls (and leave a personal message, if needed) to insure that we have ample opportunity to connect with the subscriber.

Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

PFA Termination:

The license granted under this agreement, with regard to the Software, may be terminated by Fidlar for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is three-year (3 year.) With no written communication from either side requesting cancellation, this agreement shall continue.

PFA Service Fees:

One-Time charge - PFA licensing, set-up and collateral: \$8,000.00

Marketing Release Kit: Included (Qty. 4) PFA Banners, (Qty. 2,000) PFA Customized flyers. Fidlar will customize, print and ship. Press Release Template Kit including one Digital package containing print-ready files of customized printed materials.

Annual Maintenance and Support: \$1,750.00

Annual Maintenance and Support Fixed for Three (3) years.

Annual support includes the PFA services described herein and in Addendum A. Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the FPA service as described in the agreement. Changes/additions/deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

CLIENT REPRESENTS THAT THIS AGREEMENT HAS BEEN READ AND IS ACCEPTED

Riley County, KS

Dated: _____

By: _____

Name: _____

Title: _____

Fidlar Technologies

Dated: 4/11/22

By: 

Name: Adam Watkins

Title: Vice President

Attachment to "Contract" Between Riley County (hereinafter "County"), and Fidler Technologies (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 the ____ day of _____, 2022.

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. Any Contract for a term of more than 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 their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, 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. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **ANTI-DISCRIMINATION CLAUSE.**

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

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

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

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions

thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.

10. **RESPONSIBILITY FOR TAXES.** The 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.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
12. **TERM AND TERMINATION.**
 - 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, 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.
 - 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
 - 12.4. **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.
 - 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **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.

14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with 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.
- 14.2. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 15.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

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

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

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

- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by 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.
- 18.3. **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.

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

- 19.1. **Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. 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.

- 19.4. **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.
- 19.5. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.
20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify 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.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **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.
24. **INFRINGEMENT INDEMNITY.**
Contractor will defend, indemnify and hold harmless County against any claim that products furnished and used within the scope of the agreement and any license thereunder infringe a United States copyright or patent.
- 24.1. **Combination Use** Contractor makes no representation with respect to the possibility of infringement by County's Combination Use of licensed software. "Combination Use" means use of the licensed software in conjunction with any of the following, unless such use is prescribed in the documentation provided County pursuant to the agreement and any license thereunder: (i) any software other than the licensed software provided by Contractor pursuant to the agreement and any license thereunder; (ii) on any apparatus other than a designated unit authorized by any license thereunder; and/or (iii) any activities of County which are in violation of any license thereunder.

24.2. **All other Uses** Except for Combination Use as defined above, Contractor shall indemnify County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against County alleging that County's use of the licenses software and/or documentation infringes or misappropriates: (i) any United States patent; or (ii) copyright; or (iii) trade secret rights, provided tht County promptly notifies Contractor in writing of any such claim and Contractor is permitted to control fully the defense and any settlement of sch claim, as long as such settlement shall not include any financial obligation on County. County shall reasonably cooperate in the defense of such claim and may appear, at County's own expense, through counsel. Contractor may in its sole discretion, settle any such claim on a basis requiring Contrctor to substitute for the software and documenation alternative substantially equivalent non-infringing programs and supporting documentation, so long as such settlemnent shall not include any financial obligation on County without County's advance written approval.

25. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor**County**

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____

Name: _____

Adam Watkins

Date

4/11/22

By: _____

Greg McKinley, Chairman

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____

Clancy Holeman

Riley County Counselor

Date: _____



EMERGENCY MANAGEMENT

Staff Update

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

STAFF REPORT

FROM: Russel Stukey

MEETING: May 2, 2022

SUBJECT: Present April EM/Fire/911 Staff Time report for the month of April 2022

PRESENTER: Russel Stukey Emergency Services Director

Review EM/Fire/911 operations for the past month. Discuss concerns with volunteer FF numbers and availability.

Enclosures:

- 4 2022 April staff time (PDF)



Monthly staff time report to BOCC,

During April 2022 department staff have been involved in the following items:

911

- 911 Working group monthly meeting
- Nex-Gen 911 integration meetings with KSU PD, KSU Tel-com, KS 911 coordinating council and contractors proceeding
-

Emergency Management

- Monitored severe weather moving through the area
- Constantly working on radio system management, signing agreements with neighboring agencies to share talk groups, updating older radios with new software so that they can operate on the new system, analyzing opportunities to lower the annual operating costs of the 911 system
- Working with Public Works to figure out best way to maintain access roads to radio towers. Waiting on legal counsel to review lease agreements with landowners
- Working with David Adams and committee members on proposed Riley County Public Safety Headquarters
- Attended ESD meeting at MFD
- Participating in a winter weather shelter planning group which consists of RCEM, RCEMS, MFD, RCPD, United Way, BeAble, MESI, RCPIO, Community Corrections and Regional COAD. As part of this process, I attended a mental health task force meeting to see if there are resources either in place or already being looked at that would assist in the sheltering needs we are trying to address
- Working with EM staff, RCPD and department heads to plan for series Active Violence trainings for county staff to prepare for exercises this fall. These exercises will be tailored to each complex (courthouse, health, PW). With a potential lesson(s) learned session as part of county training day
- Working with Director Meyers in IT in regard to our “in house” notifications systems and panic buttons, he has researched several options and we may have identified one that stands out, we will take it to the dept. head meeting and hopefully have a recommendation for you in a couple of weeks or less
- Attended KEMA board meeting
- Supported RCFD during multiple large wildland fires
- Recommended and Chairman signed two different disaster declarations for fires
- Attended the RCCC/SAC meeting in Salina on April 21st

EM Coordinator Laurie Harrison activity EM/911:

- Conducted monthly siren test, Everbridge test, IPAWS test
- Participated in 911 working group



- Participated in LEPC meeting
- Attended NE regional KEMA meeting
- Attended KEMA conference planning meeting
- Attended KEMA Board meeting
- Continue to review & update Emergency Operations Plan
- Conducted Everbridge training with new users
- Reviewing and updating data in Everbridge
- Continue to work with intern
- Evaluated Geary County Full Scale Exercise
- Attended Ft Riley Tabletop Exercise
- Attended HR seminar in Salina
- Assist with development of controlled burn map using GIS app
- Organized storeroom
- Provided logistics support for wildfires
- Attended wildfire review meeting with Pottawatomie County Emergency Management, Pottawatomie County Fire Dept, and Riley County Fire Dist #1
- Activated Emergency Operations Center for severe weather

EM Planner Baldwin Fisher:

- Working with Ascension Via Christi for their summer “utility disruption” exercise
- Began coordination with RCPD for Active Violence training for Riley Co employees
- Began formulating Family Reunification Plan
- Continue to work with intern
- Updated Tier II database
- Evaluated Geary County Full Scale Exercise
- Participated in LEPC meeting
- Attended Ft Riley Tabletop Exercise
- Organized storeroom
- Reviewed EMS COOP

Fire

- Attended several department head meetings
- Continue to accept and process applications for volunteer firefighters
- Working with HR to update policy manual
- Working with HR on several personnel issues
- We will continue to keep looking for good used apparatus, a pumper/tanker is high on our list of needs.
- Revamping departmental Standard Operating Guidelines



- It is the time of year that we decide each morning with great scrutiny on whether to allow burning that day. We take into consideration the current weather conditions and what is forecast for the following day(s) ie: wind, humidity etc.
- Working with EMS Director Adams and staff to help facilitate north county EMS enhancements
- Attended KS State Firefighters Assoc. Conference in Hays, KS the first week of April
- Working with GIS, RCPD dispatch, EM and RCFD staff to create a public facing controlled burn map and update the way we track and can view controlled burns daily.
- Took delivery of a used GMC 5500 4x4 we are starting the process to turn it into a replacement for Heavy Brush 115 which is a 53-year-old military 6x6 truck.
- Requested help from the state twice and received a wild land task force from Johnson County and aerial support.
- **Volunteer numbers and availability are my biggest concern, it seems like when we put out a call more and more often, we only get one person from a station in a truck. The intense fire season has taken a toll on our volunteers. A volunteer, unlike a paid employee, has the freedom to turn the radio/pager off at any time and decide not to respond that day/night. This can be due to numerous reasons such as too much time away from their work/business/farm. Too many things at home that have been neglected due to time spent on fires, lost personal time with family/spouse and/or flat-out exhaustion. We are working with PIO Uccello and getting ready to make a recruitment push via social media and other appropriate medias. We are open to ideas to bolster our volunteer ranks. Some that have been suggested are larger/additional stipends, recruitment incentives to encourage more department members to actively recruit their friends and family to sign up as volunteers. This is a situation that I feel it is imperative to take decisive action on sooner than later. We will be working with PIO Uccello and HR Manager Ward to come up with some recommendations to the commission in the very near future.**

Deputy Chief Doug Russell

- Responded to multiple calls
- Multiple multi day/overnight fires
- Emergency pump replacement on HB109
- Multiple truck repairs due to extreme use and conditions
- Purchased new/used truck replacement for HB115 out of Konza Station 115
- Scheduling and planning truck upgrades and refurbishments for this summer.
- Old 1502 truck body work is done
- Old 1502 Flatbed is installed, and new fuel tanks installed
- Working with County shops on multiple truck repairs
- Responded to help MFD with call on Colbert hills.
- Working with Kansas forest service for truck parts and possible truck Replacements
- Finding tires for Older military trucks that are no longer available locally ordered some for Boyce Equipment out of Ogden Utah

**Riley County Emergency Management****Riley County Fire District #1**

115 N. 4th Street
Manhattan, Kansas 66501
Phone: 785-537-6333
Fax: 785-537-6333
www.rileycountyks.gov

Deputy Chief John Martens

4/25/2022

- Responding to emergency calls
- Training staff
- Processing new firefighter applications in coordination with HR
- Performing Fire inspections, safety & code recommendations to Planning and Development for future county occupancies and businesses
- Submitted grant application to Kansas Forest Service for aid in Wildland Firefighting PPE and updated nozzles for a 50/50 match grant.
- Working on remaining updates to Standard Operating Guidelines (SOG's) as call volume allows
- Staffing Scorecard (as of 4/25/2022)

Month End 4/25/22	April
New Applications	6
Hiring In Process	5
Rejected Candidates	3
Interviews Conducted	1
Hired Candidates	3
Probationary Members	15
Fully Trained Members	104
Active Staff	119
Resignations	1
Retirements	0

Russel Stukey, Emergency Services Director



HEALTH DEPARTMENT
Travel Request

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: May 2, 2022

SUBJECT: Request for travel to Public Health National Center for Innovation
Networking Conference - June 2022

PRESENTER: Julie Gibbs

FISCAL IMPACT

There will be no fiscal impact to the county as PHNCI will be covering ALL travel expenses. Julie will be representing a medium sized accredited county health department from Kansas. Kansas is one of 19 states that are part of PHNCI. (This initiative is a division of the Public Health Accreditation Board (PHAB).)

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:

- OUT OF STATE Travel RequestNew (PDF)

RILEY COUNTY OUT OF STATE TRAVEL REQUEST/AUTHORIZATION

NAME: Julie Gibbs **DEPARTMENT:** Health Department

POSITION TITLE: Director **DATE REQUESTED** 5-2-2022

FUND: _____

Travel From: MHK **Date:** 6-14-2022

Travel To: DCA **Date:** 6-16-2022

Purpose of Travel: To attend a Public Health National Center for Innovation (PHNCI) networking conference on behalf of an accredited health department. This will be a time to connect with other LHDs across the nation and hear how they are modernizing their public health practices. This will benefit our health department by helping to enhance our projects/goals in our current plan and keep us accredited through PHAB.

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

☒ Administratively determined to be to the advantage of Riley County

☒ Not to exceed the cost of common carrier including food and lodging
Mileage rate of _____

ESTIMATED COST:

Type of Expense	Description	Amount
Transportation	Drive to KC, Fly to DCA, taxi to hotel	\$624.00
Lodging	Embassy Suites Alexandria	\$721.00
Meals	3 Lunches at \$18, 2 Breakfasts at \$15, 2 Dinners at \$30	\$144.00
Registration/Fees	N/A	\$0
Other		

Total Estimated Travel Costs: \$1,489.00

Requested by: _____ **Date:** _____

Approved by: _____

Department Head: _____ **Date:** _____

Chairman: _____ **Date:** _____

Board of County Commissioners

Attest: _____ **Date:** _____

Riley County Clerk

cc: Department Head
Department Assistant



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: May 2, 2022

SUBJECT: Request to fill an open Custodial Worker I Position

PRESENTER: John Ellermann

BACKGROUND

I am here today to request approval to fill this budgeted full time position in the Public Works Department/Facilities Division. The position is open because recent employee separation from county service.

The Custodial Worker I is responsible for ensuring Riley County facilities are maintained in a manner which provides a clean and safe environment for employees and the general public.

This employee works under the direct supervision of the Custodial Manager. Supervision is provided by the Custodial Manager through consultations and review of the work performed.

DISCUSSION

Discuss filling the Custodial Worker I position within the Public Works Department/Facilities Division.

FISCAL IMPACT

No fiscal impact. This is a current budgeted position within the Public Works Department.

RECOMMENDATION(S)

The current custodial staff is very stressed and does not have the capacity within their workload to absorb these additional duties. Therefore, staff recommends filling this position.

POSSIBLE MOTION(S)

Move to approve the Public Works Department advertise to hire the open Custodial Worker I position.

Move to deny the Public Works Department advertise to hire the open Custodial Worker I position.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Custodian I Position Description (PDF)
- 2022-04 PW Custodian I(gold) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	CUSTODIAL WORKER I		
Department:	Public Works	Division:	Custodial
Reports To:	Custodial Manager		
Pay Grade:	D	Status	Full Time
FLSA Status:	Non-Exempt		

PURPOSE: Ensures Riley County facilities are maintained in a manner which provides a clean and safe environment for employees and the general public. This employee will perform custodial duties and assist in special projects by following verbal and written instructions in compliance with established guidelines.

ESSENTIAL FUNCTIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Performs custodial tasks which include sweeping, dusting, mopping, rinsing, stripping and waxing of floors, polishing, vacuuming and spot cleaning of carpet, cleaning and sanitizing restrooms, emptying trash, wiping down walls, cleaning interior windows and cleaning glass entry doors
- Ensures restrooms are cleaned and sanitary by following prescribed cleaning procedures and supplies are replenished.
- Provides regular and predictable attendance and fosters a cooperative work environment. Participates in special cleaning projects.
- Meets daily with the Custodial Manager
- Responds to emergency situations such as water leaks, flooding, overflowing restroom fixtures and accidents.
- Reports damage to buildings, furnishings and equipment to the Custodial Manager
- Prepares meetings rooms and outside locations for meetings and special events.
- Assists in policing of paper, glass and miscellaneous waste on the Courthouse Plaza grounds,
- Empties outside trash receptacles and takes trash to dumpster.
- Assists in the removal of snow and ice from the sidewalks by shoveling snow and spreading ice melt.
- Assists with the removal of all recyclable materials from office areas and the transporting of these materials to the local recycle center.
- Attends meetings and training.
- Performs other duties as deemed necessary or assigned.

POSITION REQUIREMENTS:

General: Employee is required to provide and carry a personal cell phone and will be reimbursed as per Riley County's cell phone policy. Position may require occasional overtime that will be outside normal work hours which may include weekends.

License(s)/Certificate(s): Valid driver's license required. Must pass a criminal background check.

Experience: Minimum of 1 year previous custodial experience in an office environment required. Experience in operating a computer required. Experience with custodial practices and equipment in an office environment required. A combination of applicable experience, education or training which provides the required knowledge, skill and ability will be considered.

Skills: Excellent organization and communication skills, both oral and written, are required. Requires initiative. Knowledge of how to safely use cleaning supplies and chemicals. Knowledge of appropriate personal protective equipment when using cleaning chemicals, working with the threat of blood borne pathogens and the disposal of residual chemical products. Ability to deal tactfully with people. Ability to be able to multi-task with work interruptions. Ability to read and comprehend written instructions. Ability to write or print legibly. Ability to perform independently on the basis of current procedures.

Supervisory Responsibility: None

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is often required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell. The employee must be capable of regularly lifting and/or moving up to 30 pounds and occasionally 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision. Physically able to lift and bend on a continuous basis and climb a ladder to perform some duties.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to wet and/or humid conditions; moving mechanical parts; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; extreme cold. The noise level in the work environment is usually moderate.

Approved: _____ Date: _____

(Supervisor)

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Attachment: Custodian I Position Description (12100 : Request to refill Custodial Worker I Position)

RILEY COUNTY POSITION ACTION FORM

Department Public Works Date 4-28-2022 Job Title Custodian I

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

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement- same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement- new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Heather Weir</u>	2. Effective date of promotion, transfer, termination, or change: <u>4/28/2022</u>	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold"? ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Fill vacated position

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

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

Additional comments:

Approval by:

Department Head:

Date:

Personnel:

BOCC Chairman:

BOCC Member:

OCC Member: