



**Board of Riley County
Commissioners
Regular Meeting
Agenda
May 29, 2025**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Bid Recommendation for Transfer Station Tipping Floor
4. Public Fireworks Display Permit
5. 2025 Asphalt Overlay Project- Alternate No.1 Rosencutter Road, Moehlman Road, South Manhattan Ave, Stagg Hill Road, and Skyway Drive, Approximately 8.6 miles.
6. Sign a Tax Roll Correction
7. Sign Riley County Employee Action Form(s)
8. Approve payroll/accounts payables (when completed)

Review Minutes

9. Board of Riley County Commissioners - Regular Meeting - May 22, 2025 8:30 AM

Review Tentative Agenda

10. Tentative Agenda

Press Conference Topics

11. Discuss Press Conference

9:00 AM

Evan McMillan, Assistant County Engineer

12. 2025 Benefit District Rates

9:20 AM

Alvin Perez, Operations and Fleet Manager

13. Bid opening for 7 passenger van

- 9:25 AM Amanda Webb, Planning/Special Projects Director**
14. Comprehensive Plan Update
- 9:45 AM Megan Lewis, Community Corrections Director**
15. Recovery Court Funding Request
- 10:05 AM Major Mark French, RCPD**
16. Facilities Invoice Approval
- 10:25 AM Jacob Hansen, Interim County Counselor**
17. Executive session to discuss a performance matter involving non-elected personnel
- 10:55 AM Jacob Hansen, Interim County Counselor**
18. Hargrave & Salzman Fence View
- 11:15 AM Jacob Hansen, Interim County Counselor**
19. Executive session to discuss a performance matter involving non-elected personnel

Adjournment

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



PUBLIC WORKS
Recommendations

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose Administrative Assistant II.

MEETING: May 29, 2025

SUBJECT: Bid Recommendation for Transfer Station Tipping Floor

PRESENTER: Evan McMillan, Assistant Director/County Engineer

Riley County Public Works staff has reviewed the proposals submitted for The Transfer Station Tipping Floor replacement project.

Riley County received two bids for the project. Both bids came in over the engineer's estimate. Please see the attached bid tab.

Both bids were well above the estimate, in part due to the specified special aggregate topping only available from one company located in California.

Staff recommends modifying the specifications for the project and re-bidding the project in an effort to reduce the costs.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to table for further discussion

Enclosures:

- Bid Tab_1 Transfer Station Tipping Floor (XLSX)

BID TABULATION SHEET

Riley County Public Works

Project: 2024 Transfer Station Tipping Floor
Date: May 22, 2025

NF Construction
Nelson Fowles LLC
601 W Main
Cody Nelson
Marion, KS 66861

cnelson@nfconstruction.build

Walters Morgan Construction Inc.
5961 Corporate Dr
Manhattan, KS 66503

Nathan R Galle
ngalle@waltersmorgan.com
nwoodward@waltersmorgan.com

Riley

Alternate No. 1 - Alternate #1

ITEMS	QUANTITY	UNIT PRICE	AMOUNT
Mobilization	1	\$30,605.60	\$30,605.60
Removal of Chute and Concr	1	\$53,674.00	\$53,674.00
Scarify existing topping	2380	\$8.16	\$19,420.80
Eucofloor or Equivalent App	2960	\$130.65	\$386,724.00
Concrete Installation*	1	\$24,895.60	\$24,895.60
Chute Installation**	1	\$184,661.40	\$184,661.40
			\$699,981.40

Proposed Start Date 16weeks from NTP
Proposed Working Days 45 days

ITEMS	QUANTITY	UNIT PRICE	AMOUNT
Mobilization	1	\$57,000.00	\$57,000.00
Removal of Chute and Concr	1	\$182,000.00	\$182,000.00
Scarify existing topping	2380	\$20.00	\$47,600.00
Eucofloor or Equivalent App	2960	\$93.00	\$275,280.00
Concrete Installation*	1	\$45,000.00	\$45,000.00
Chute Installation**	1	\$198,000.00	\$198,000.00
			\$804,880.00

Proposed Start Date 8/1/2025
Proposed Working Days 174 days

Alternate No. 2 - Alternate #2

ITEMS	QUANTITY	UNIT PRICE	AMOUNT
Mobilization	1	\$30,605.60	\$30,605.60
Removal of Chute and Concr	1	\$53,674.00	\$53,674.00
Scarify existing topping	2380	\$8.16	\$19,420.80
Eucofloor or Equivalent App	2380	\$147.74	\$351,621.20
Concrete Installation*	1	\$24,895.60	\$24,895.60
Chute Installation**	1	\$184,661.40	\$184,661.40
AR 400 Plates Installation	1	\$108,547.10	\$108,547.10
			\$773,425.70

Proposed Start Date 16 weeks from NTP
Proposed Working Days 45 days

ITEMS	QUANTITY	UNIT PRICE	AMOUNT
Mobilization	1	\$59,000.00	\$59,000.00
Removal of Chute and Concr	1	\$182,000.00	\$182,000.00
Scarify existing topping	2380	\$20.00	\$47,600.00
Eucofloor or Equivalent App	2380	\$103.00	\$245,140.00
Concrete Installation*	1	\$46,000.00	\$46,000.00
Chute Installation**	1	\$198,000.00	\$198,000.00
AR 400 Plates Installation	1	\$71,500.00	\$71,500.00
			\$849,240.00

Proposed Start Date 8/1/2025
Proposed Working Days 174 days

Attachment: Bid Tab_1 Transfer Station Tipping Floor (15891 : Bid Recommendation - TS Tipping Floor



**EMERGENCY
MANAGEMENT/FIRE**
Fireworks Display Permit

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

COMMISSION AGENDA REPORT

FROM: Russel Stukey
MEETING: May 29, 2025
SUBJECT: Public Fireworks Display Permit
PRESENTER: Doug Russell, Deputy Fire Chief

BACKGROUND

Standard Fire Works Display Permit

DISCUSSION

Standard Fire Works Display Permit, See attached

FISCAL IMPACT

None

RECOMMENDATION(S)

Approve

POSSIBLE MOTION(S)

Move to approve the Public Fireworks Display Permit for Bruce Zimmer and Brad Haller with the Randolph Lions Club.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Public Fireworks Display Permit (PDF)

**PUBLIC FIREWORKS DISPLAY PERMIT
RILEY COUNTY, KANSAS**

DATE OF APPLICATION: May 19 - 2025

DATE OF DISPLAY: June 28 - 2025

LOCATION OF DISPLAY: See map attached ball diamond
(ATTACH MAP SHOWING FIRING LOCATION AND EXCLUSION AREA)

NAME OF APPLICANT: Randolph Lions Club
(LAST) (FIRST) (MI)

THE NAME OF THE PERSON, FIRM OR CORPORATION DISCHARGING THE
FIREWORKS: Bruce Zimmer
Brad Haller

(ATTACH COPY OF FIREWORKS DISPLAY OPERATOR LICENSE(S))

NAME OF GROUP VIEWING DISPLAY: ~~private~~ public

KIND OF FIREWORKS TO BE DISPLAYED: class B

ESTIMATED SIZE OF AUDIENCE: 2500

NEED FOR POLICE: yes

NEED FOR FIRE: yes

NEED FOR EMS: yes

INSURANCE CARRIER FOR THE DISPLAY: _____

(ATTACH COPY OF PROOF OF INSURANCE. MINIMUM \$1,000,000.00 POLICY)

REVIEWED BY: Russel Stuby
Riley County Fire District #1 Representative

APPROVED THIS _____ DAY OF _____ YEAR _____
BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS.

CHAIR

MEMBER

MEMBER

ATTEST:

RILEY COUNTY CLERK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2025

4.a

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Rd., Ste. 225 Schaumburg, IL 60173	CONTACT NAME: Bryan Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186	
	E-MAIL ADDRESS: lionsclubs@dspins.com	
INSURED Randolph Lions Club Randolph Kansas	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC			HDOG48914445	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ISAH10835549	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below: N/A						WC STATUTORY LIMITS ☐ OTHER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above:
June 28 2025

Randolph Independence Day Celebration Fireworks Display Randolph KS

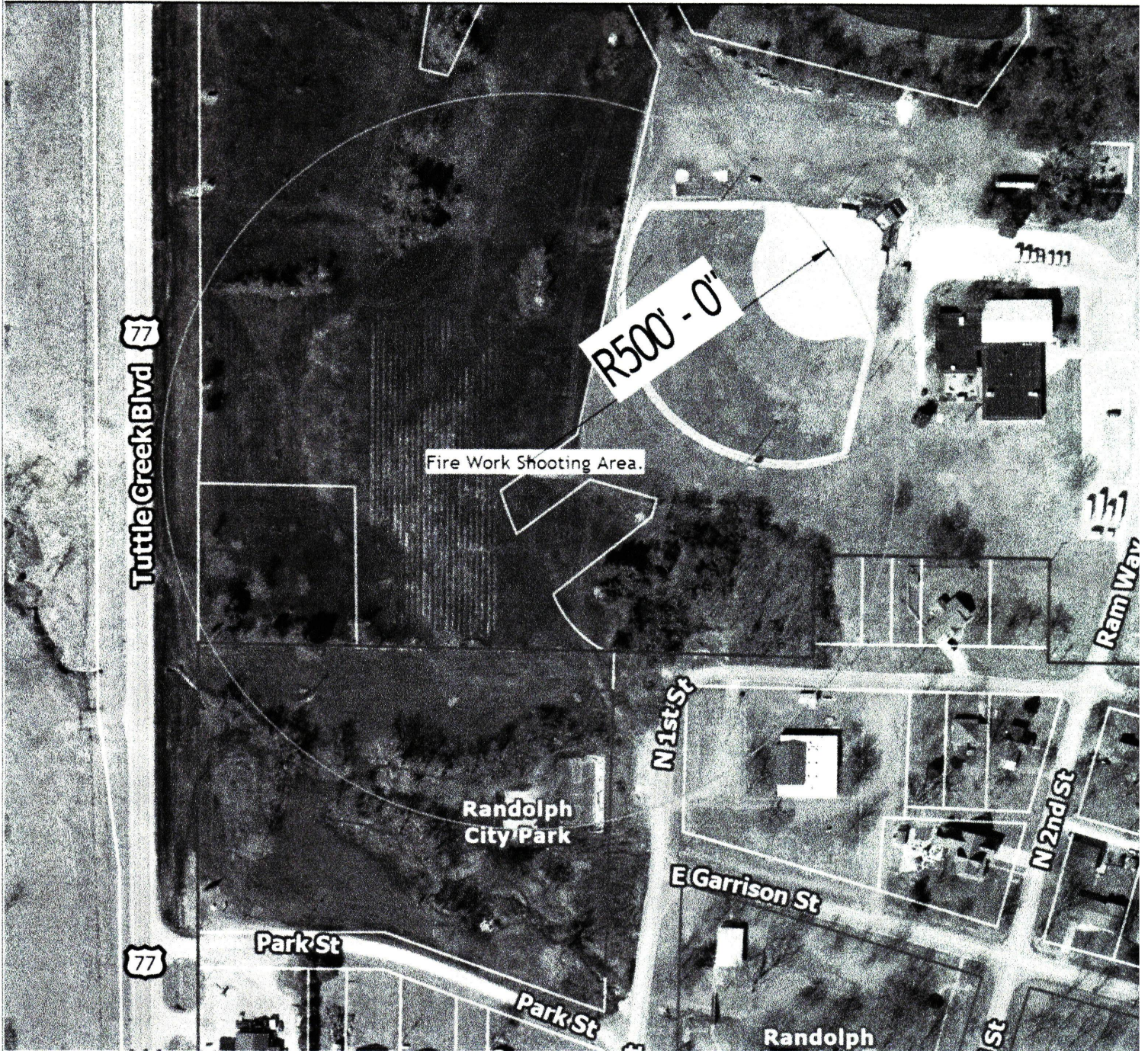
The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

Randolph KS Pride Organization, City of Randolph KS

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER Bruce Zimmer 14520 Gardiner Rd Randolph Kansas 66554	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Attachment: Public Fireworks Display Permit (15888 : Fire Works Display Permit)



Bruce Zimmer
Fireworks
Shooting Area

Site Plan Fallout Zone

Project number
Date 05/14/2025

C101



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: Andrea Rose, Administrative Assistant II

MEETING: May 29, 2025

SUBJECT: 2025 Asphalt Overlay Project- Alternate No.1 Rosencutter Road, Moehlman Road, South Manhattan Ave, Stagg Hill Road, and Skyway Drive, Approximately 8.6 miles.

PRESENTER: Evan McMillan, Assistant Public Works Director

On May 5, 2025, during the regularly scheduled Board of County Commissioners Meeting, Riley County Commissioners accepted the Bid from Shilling Construction Company, Inc., for the above referenced project. Attached for your approval is the contract with Shilling Construction Company, Inc., for the 2025 Asphalt Overlay Project in the amount of \$1,288,985.00, estimated project completion in 25 working days. The expected starting date for this project is June 15, 2025.

POSSIBLE MOTION(S)

Move to sign and approve the contract from Shilling Construction Company, Inc., in the amount of \$1,288,895.00.

Enclosures:

- Shilling Signed Asphalt Overlay 2025 (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:

2025 Asphalt Overlay Program Alternate #1- Rosencutter Road, Henton Road, Moehlman Road, South Manhattan Avenue, Stagg Hill Road, and Skyway Drive. Approximately 8.6 miles.

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
NONE	

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 a period of 90 days through no fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.
- d. If the Owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices is in the amount of one million two hundred and eighty-eight thousand nine hundred and eighty five dollars (\$1,288,985.00).

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

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Greg McKinley, Chairman

CONTRACTOR
SHILLING CONSTRUCTION COMPANY INC.

By 

Eric Schwein - Vice President

Title

PO Box 1568 Manhattan, KS 66502

Address

ATTEST: Rich Vargo, County Clerk

* * * * *

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

Bryant Parker, County Counselor

Attachment: Shilling Signed Asphalt Overlay 2025 (15858 : Contract - 2025 Asphalt Overlay)

Bond No. 100318424

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

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

a corporation authorized under the laws of the State of Iowa

with general offices in Des Moines, IA

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

Riley County, Kansas as Owner, in the penal sum of one million two hundred and eighty-eight thousand nine hundred and eighty five dollars (\$1,288,985.00) lawful money of the United States, for the payments of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 2025.

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 _____, 2025, for the furnishing

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

2025 Asphalt Overlay Program Alternate #1- Rosencutter Road, Henton Road, Moehlman Road, South Manhattan Avenue, Stagg Hill Road, and Skyway Drive. Approximately 8.6 miles.

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 or addition to the terms of the Agreement to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation

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

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

Shilling Construction Company, Inc.

Principal



Merchants National Bonding, Inc.

Surety



Sarah C. Brown 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.

Attachment: Shilling Signed Asphalt Overlay 2025 (15858 : Contract - 2025 Asphalt Overlay)

Bond No. 100318424

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, IA and authorized to transact
 business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of
one million two hundred and eighty-eight thousand nine hundred and eighty five dollars
(\$1,288,985.00) lawful money of the United States, for the payment of which sum well and truly to be
 made, said principal and surety bind themselves, their heirs, administrators, executors, successors, and
 assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____ 2025.

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 _____, 2025, for the furnishing of all materials and

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

**2025 Asphalt Overlay Program Alternate #1- Rosencutter Road, Henton Road, Moehlman Road,
 South Manhattan Avenue, Stagg Hill Road, and Skyway Drive. Approximately 8.6 miles.**

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

Merchants National Bonding, Inc.

Surety

Sarah C. Brown 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 Signed Asphalt Overlay 2025 (15858 : Contract - 2025 Asphalt Overlay)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; 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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

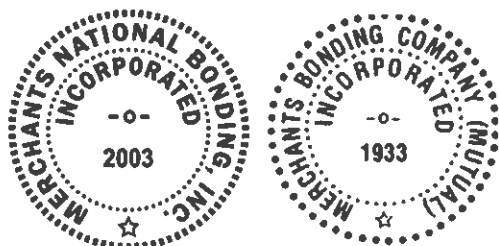
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 1st day of November, 2024.



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

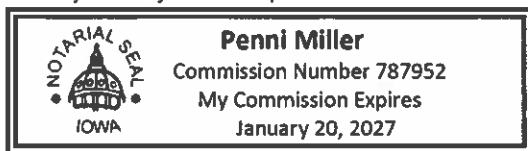
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of November, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn, did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



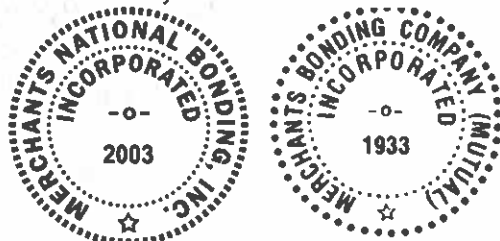
(Expiration of notary's commission does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, 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 _____, 2025.



Elisabeth Sandersfeld

Secretary

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
 - o 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: _____
Bryant Parker
Riley County Counselor

Date: _____

Contractor

SHILLING CONSTRUCTION COMPANY INC.

By:  _____
Name: Eric Schwein - Vice President

May 9th, 2025

Date

Attachment: Shilling Signed Asphalt Overlay 2025 (15858 : Contract - 2025 Asphalt Overlay)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/8/2025

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263		CONTACT NAME: Alex Harper-Smith PHONE (A/C, No, Ext): 816-857-7808 E-MAIL ADDRESS: aharpersmith@holmesmurphy.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: Great American Insurance Company		16691
		INSURER C: Great American E&S Insurance Company		37532
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1457400338 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		GLO3757179	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAP3757180	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		TUU4456637	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC3757178	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Pollution Liability		PCMF06481401	11/1/2024	11/1/2025	Occurrence 1,000,000 Annual Aggregate 2,000,000 SIR 10,000

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

RE: 2025 Asphalt Overlay Program

Riley County Board of County Commissioners and Riley County, Kansas are Additional Insured on General Liability, and Auto Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

Riley County Public Works 6215 Tuttle Creek Blvd Manhattan KS 66503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kari Cooley</i>
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**COUNTY CLERK &
ELECTIONS**
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Joe Godown
MEETING: May 29, 2025
SUBJECT: Sign a Tax Roll Correction
PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Correction.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 05-29-25 Tax Roll Correction (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/05/21

6.a

Taxpayer ID RAND0058
Owner ID RAND0058

Control # 2025000207

Tax Year 2024
Tract # RA00055

RANDOLPH COMMUNITY CHURCH

CAMA # 085-21-0-10-05-004-00-0-01

S W ADDN RANDOLPH
BLK 6 LOT 1 2 3 4 &
11- THRU 15
1.5A

105 GARRISON ST

TU 6 Randolph City
Parcel 250

RANDOLPH, KS 66554-9209

USD 384

Property Address GARRISON ST

APPRAISER SECTION (Value) 2025/05/21 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
CU	4500	356500	361000
Total	4500	356500	361000

Assessed Prior to Correction:

CU			
	1125	89125	90250
Total	1125	89125	90250
SB41			

Appraised After Correction:

CL	Land	Imp	Total
ER	4500	356500	361000
Total	4500	356500	361000

Assessed After Correction:

ER			
	4500	356500	361000
Total	4500	356500	
SB41			

Net Change

Net Change
270750

Total 90250-
SB41

CLERK SECTION (Tax)

2025/05/21 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 122.62500	Gen Tax	11066.92
	SB41 \$	
SB41 Tax Dollars		11066.92

Tax After Correction:

Levy 122.62500	Gen Tax	
	SB41 \$	
SB41 Tax Dollars		

Net Change

11066.92-

11066.92-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy 122.62500
Net Change in Levied Tax Dollars 11066.92-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code CO C.O.T.A./OTHER Rate 7.00%

Tax Statement # 25341

Comments Per BOTD Docket

#2024-891-TX

Net Change in Total Tax Dollars 11066.92-

Owner RAND0058

RANDOLPH COMMUNITY CHURCH

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

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 05-29-25 Tax Roll Correction (15881 : Tax Roll Corrections)



**COUNTY CLERK &
ELECTIONS**
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: May 29, 2025

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2025-05 HRottinghaus EAF (DOCX)
- 2025-03 THaas EAF (DOCX)
- 2025-05 GHess EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Henry Rottinghaus**Status Change Date:** 05/29/2025**Status Change:** New Hire**Date of Hire:** 05/29/2025**Seniority:** 0 Year(s), 0 Month(s)**Position:** Seasonal - Parks**Position Type:** Temp**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$14.42**Annualized Pay:** \$7,210.00**Funds Codes:** County General [1], Public Works [40]**Supervisor:** David Willis**Department Head:** John Ellermann

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-05 HRottinghaus EAF (15879 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Taylor Haas**Status Change Date:** 06/18/2025**Status Change:** New Hire**Date of Hire:** 06/18/2025**Seniority:** 0 Year(s), 0 Month(s)**Position:** Child Care Provider**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$20.00**Annualized Pay:** \$3,120.00**Funds Codes:** Health Department [30], HD-Raising [444]**Supervisor:** Breva Spencer**Department Head:** Diane Creek

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-03 THaas EAF (15879 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Garrett Hess**Status Change Date:** 05/29/2025**Status Change:** New Hire**Date of Hire:** 05/29/2025**Seniority:** 0 Year(s), 0 Month(s)**Position:** Residential Appraiser II**Position Type:** Full Time**Pay Range:** 8**Pay Type:** Hourly**Base Rate:** \$24.09**Annualized Pay:** \$50,107.20**Funds Codes:** 1-General/22-Appraiser**Supervisor:** Steve Schurle**Department Head:** Anna Burson

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-05 GHess EAF (15879 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
June 02, 2025**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Highway Use Permit with WTC

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Jacob Hansen, Interim County Counselor

2. Administrative Work Session

9:20 AM

Ben Ledo, MakeMyMove

3. MakeMyMove presentation and discussion

9:30 AM

Press Conference

4. RCPD Update - Scott Hajek and Mark French (3-5 minutes)
5. Downtown Manhattan update - Gina Snyder (3-5 minutes)
6. Presentation of KAC Awards - Greg McKinley (5 minutes)

9:45 AM

Cory Meyer, IT/GIS Update

7. Staff update

10:00 AM

Diane Creek, Health Department Director

8. 2026 Health Department budget request

Adjournment

Attachment: 06-02-25 tentative agenda (15824 : Tentative Agenda)

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
June 05, 2025**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Member](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. APAC Chip Seal Contract
2. Discuss Intergovernmental Luncheon

Review Minutes

3. Board of Riley County Commissioners - Regular Meeting - May 1, 2014 8:30 AM

Review Tentative Agenda

Press Conference Topics

9:00 AM

Elizabeth Ward, Human Resources Director

4. Human Resources update

9:15 AM

Michael Boller, Noxious Weed/HHW Director

5. Staff update

9:45 AM

Russel Stukey, Emergency Management Director/Fire Chief

6. Staff update
7. Out of State Travel Request

10:00 AM

Amanda Webb, Planning/Special Projects Director

8. Staff update

10:15 AM

Jacob Hansen, Interim County Counselor

9. Administrative Work Session

Attachment: 06-05-25 tentative agenda (15824 : Tentative Agenda)

10:35 AM Jacob Hansen, Interim County Counselor

10. Tax Abatement Resolution

10:50 AM Jacob Hansen, Interim County Counselor

11. 2026 Counselor's Budget Request

11:05 AM Daniel Skucius, Extension Director

12. 2026 Extension Formal Request

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: 06-05-25 tentative agenda (15824 : Tentative Agenda)



PUBLIC WORKS
Presentation

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

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: May 29, 2025

SUBJECT: 2025 Benefit District Rates

PRESENTER: Evan Mcmillan, Assistant Director Public Works

BACKGROUND

Due to prior rate increases from our water suppliers, rising material costs driven by inflation, and adjustments in operational expenses, it has become necessary to implement an increase in the Benefit District utility rates. The current rate schedules have been updated to account for the depreciation of all infrastructure assets. Please note, however, that this adjustment does not cover the cost of replacing main water and sewer lines. The following Benefit Districts will see an increase in their monthly utility bills:

Deep Creek Sewer:

The sewer rate is currently too low and will need increased to start generating capital for expected system improvements. Over the last 10 years, we have been essentially breaking even on average. The proposed rates will increase capital in the district, and account for higher operating and maintenance costs. Rate will increase by 6% compared to 2024 levels.

Hunter's Island Water:

The recommended rate increase will account for the district's water and operating costs, as well as generate needed capital for system maintenance and improvement. This increase will also provide partial funding for water meter improvements, saving money on future monthly water use reporting and providing better water conservation measures. Rate will increase by 5.98% compared to 2024 levels.

Terra Heights Sewer:

Rate increases for Terra Heights will account for maintenance and replacement of short-lived assets, as well as maintenance of the lagoon to extend the useful life of the system. This year, slope protection will be added to the lagoon to prevent excessive erosion. We will also analyze dredging of the lagoon over the next few years to allow for ample capacity. Rate will increase by 4.84% compared to 2020 levels.

DISCUSSION

Please see attached graphs for long term projections.

FISCAL IMPACT

No impact to County, customer impact per benefit district is show above.

RECOMMENDATION(S)

Based on the information gathered, staff would recommend the Commission approve the proposed rates and sign the resolutions installing the new rate schedules.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

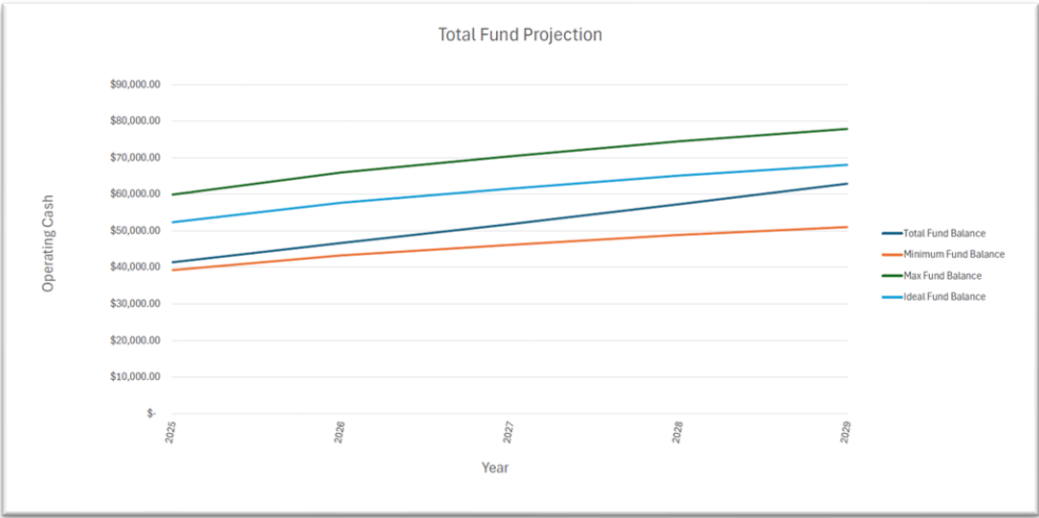
The Board agreed by consensus to

Enclosures:

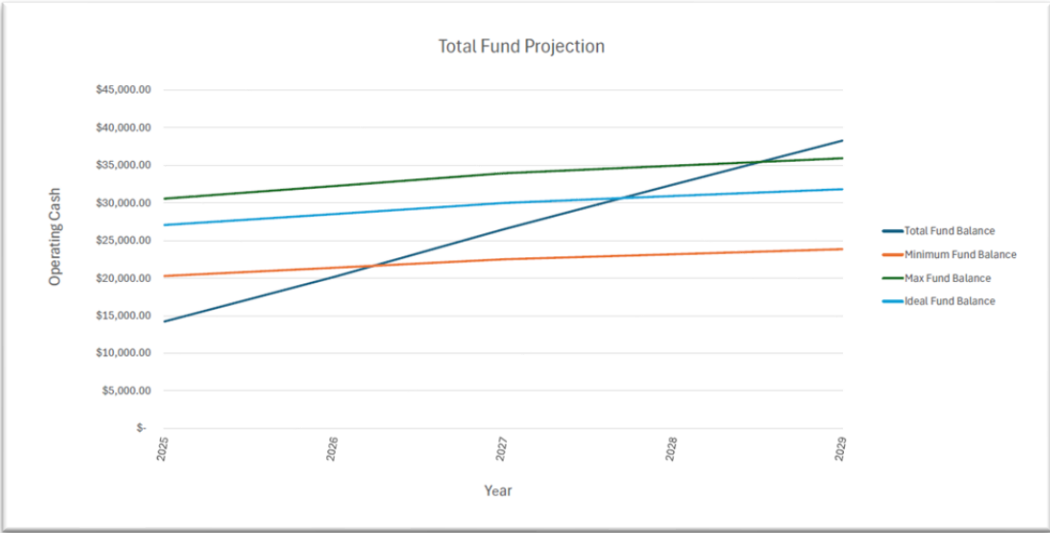
- Benefit District Rate Increases - graphs(DOCX)
- Resolution Rates Hunters Island_042025doc (DOC)
- Resolution Rates Terra Heights 042025 (DOC)
- Resolution Rates_042025_DC (DOC)

Benefit District Rate Increases – Projections

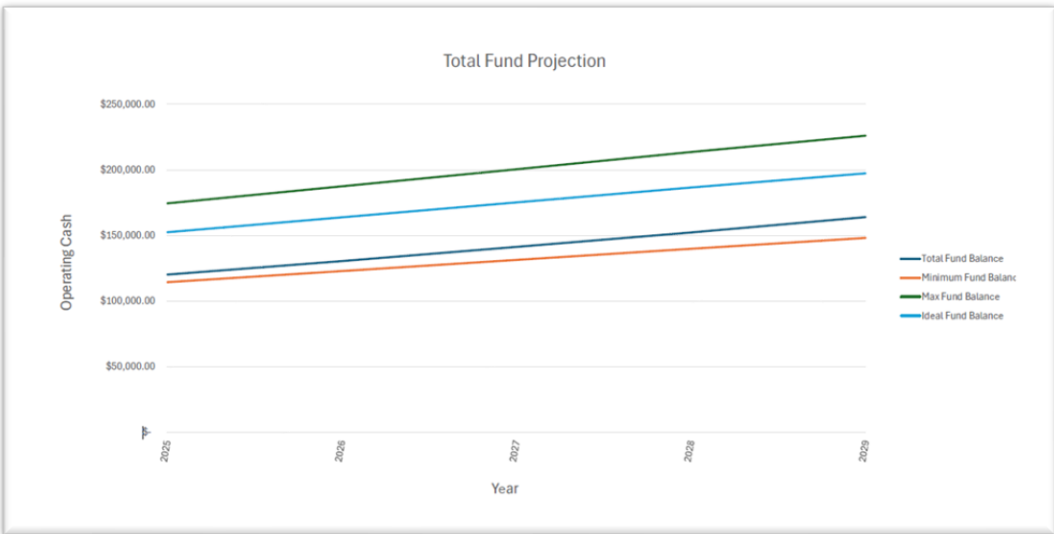
Deep Creek Fund



Hunter's Island Fund



Terra Heights Fund



RESOLUTION NO- _____

**A RESOLUTION MODIFYING THE RATES FOR WATER USAGE IN THE
HUNTERS ISLAND WATER BENEFIT DISTRICT IN RILEY COUNTY, KANSAS,
AND REPEALING RESOLUTIONS IN CONFLICT THEREWITH**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY,
KANSAS, AS FOLLOWS:**

Section 1: Pursuant to K.S.A. 19-3541, The Board of County Commissioners of Riley County, Kansas, sitting as the Governing Body of the Hunters Island Water District, hereby establishes the following water user fees and rates for said District.

Monthly Fees:

- Water Rates

Minimum Monthly Charge	\$ 24.00
(Includes no water usage)	
Water Usage (per 100 cubic feet)	\$ 5.60
- Monthly administration fee \$ 6.00
- Monthly Capital Reserve Fund \$ 3.00
- Local sales tax commercial (or current rate) 0.700%
- State Sales tax commercial (or current rate) 6.50%
- Kansas water protection fee (per 1000 gallons) \$.032

Other Fees:

- Activation Fee \$ 40.00
- Refundable Service Deposit \$ 75.00
- Non-payment Fee \$ 75.00
- Trip Charge \$ 40.00
- New connection fee \$ 500.00
- New connection feasibility fee \$ 100.00

Section 2: Meters will be read on the second to the last working day of the month. All billing will be mailed by the 5th of the month with payment due by 5:00 p.m. on the 18th. A late fee of 10% of the outstanding balance will be charged if payment is not received by the 18th.

Late notices will be mailed on the 19th, with disconnections 7 days from the date the late notice was sent unless the disconnect day falls on a Friday, Saturday, or Sunday. When the disconnect day falls on Friday, disconnects will be made immediately preceding Thursday. When the disconnect day falls on a Saturday or Sunday, disconnects will be made on the following Monday.

Section 3: Account holder/or recipient of services shall pay any and all charges related to the reasonable costs of collection of their account/service. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees and collection agency fees, except such costs of collection may not include both attorney fees and collection agency fees.

Section 4: Resolutions in conflict herewith are hereby repealed.

Section 5: The fees established herein shall become effective July 1, 2025.

ADOPTED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS, SITTING AS THE
GOVERNING BODY OF THE HUNTERS ISLAND
WATER BENEFIT DISTRICT

Greg McKinley, Chair

Kathryn Focke, Vice Chair

John Ford, Member

ATTEST:

By: _____
Rich Vargo, County Clerk

(seal)

Attachment: Resolution Rates Hunters Island_042025doc (15875 : 2025 Benefit District Rates)

RESOLUTION NO-_____

A RESOLUTION MODIFYING THE RATES FOR SEWER USAGE IN THE TERRA HEIGHTS SEWER BENEFIT DISTRICT IN RILEY COUNTY, KANSAS, AND REPEALING RESOLUTIONS IN CONFLICT THEREWITH

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, AS FOLLOWS:

Section 1: Pursuant to K.S.A. 19-101 and K.S.A. 19-101c, K.S.A. 19-27a02, K.S.A. 19-27a09, The Board of County Commissioners of Riley County, Kansas, sitting as the Governing Body of the Terra Heights Sewer Benefit District, hereby establishes the following sewer user fees and rates for said District.

Monthly Fees:

- | | |
|------------------------------|----------|
| • Sewer Fee | \$ 33.00 |
| • Capital Replacement | \$ 26.00 |
| • Monthly administration fee | \$ 6.00 |

Other Fees:

- | | |
|----------------------------------|-----------|
| • Activation Fee | \$ 40.00 |
| • Refundable Service Deposit | \$ 75.00 |
| • Non-payment Fee | \$ 75.00 |
| • Trip Charge | \$ 40.00 |
| • New connection fee | \$ 300.00 |
| • New connection feasibility fee | \$ 100.00 |

Section 2: All billing will be mailed by the 5th of the month with payment due by 5:00 p.m. on the 18th. A late fee of 10% of the outstanding balance will be charged if payment is not received by the 18th. Late notices will be mailed on the 19th.

Section 3: Account holder/or recipient of services shall pay any and all charges related to the reasonable costs of collection of their account/service. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees and collection agency fees, except such costs of collection may not include both attorney fees and collection agency fees.

Section 4: Resolutions in conflict herewith are hereby repealed.

Section 5: The fees established herein shall become effective July 1, 2025.

ADOPTED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS, SITTING AS THE
GOVERNING BODY OF THE TERRA HEIGHTS
SEWER BENEFIT DISTRICT

Greg McKinley, Chairman

Kathryn Focke, Vice Chair

John Ford, Member

ATTEST:

By: _____ (seal)
Rich Vargo, County Clerk

Attachment: Resolution Rates Terra Heights 042025 (15875 : 2025 Benefit District Rates)

RESOLUTION NO-_____

A RESOLUTION MODIFYING THE RATES FOR SEWER USAGE IN THE DEEP CREEK SEWER BENEFIT DISTRICT IN RILEY COUNTY, KANSAS, AND REPEALING RESOLUTIONS IN CONFLICT THEREWITH

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY, KANSAS, AS FOLLOWS:

Section 1: Pursuant to K.S.A. 19-101 and K.S.A. 19-101c, K.S.A. 19-27a02, K.S.A. 19-27a09, The Board of County Commissioners of Riley County, Kansas, sitting as the Governing Body of the Deep Creek Sewer Benefit District, hereby establishes the following sewer user fees and rates for said District.

Monthly Fees:

- | | |
|------------------------------|----------|
| • Sewer Fee | \$ 26.00 |
| • Capital Replacement | \$ 19.00 |
| • Monthly administration fee | \$ 8.00 |

Other Fees:

- | | |
|----------------------------------|-------------|
| • Activation Fee | \$ 40.00 |
| • Refundable Service Deposit | \$ 75.00 |
| • Non-payment Fee | \$ 75.00 |
| • Trip Charge | \$ 40.00 |
| • New connection fee | \$ 2,500.00 |
| • New connection feasibility fee | \$ 100.00 |

Section 2: All billing will be mailed by the 5th of the month with payment due by 5:00 p.m. on the 18th. A late fee of 10% of the outstanding balance will be charged if payment is not received by the 18th. Late notices will be mailed on the 19th.

Section 3: Account holder/or recipient of services shall pay any and all charges related to the reasonable costs of collection of their account/service. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees and collection agency fees, except such costs of collection may not include both attorney fees and collection agency fees.

Section 4: Resolutions in conflict herewith are hereby repealed.

Section 5: The fees established herein shall become effective July 1, 2025.

ADOPTED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS, SITTING AS THE
GOVERNING BODY OF THE DEEP CREEK
SEWER BENEFIT DISTRICT

Greg McKinley, Chair

Kathryn Focke, Vice Chair

John Ford, Member

ATTEST:

By: _____
Rich Vargo, County Clerk

(seal)

Attachment: Resolution Rates_042025_DC (15875 : 2025 Benefit District Rates)



**PLANNING &
DEVELOPMENT**
Work Session

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: May 29, 2025

SUBJECT: Comprehensive Plan Update

PRESENTER: Amanda Webb, Planning Director

See attached reports.

Enclosures:

- Comp Plan Staff Report May 29 (PDF)
- May 14_Engagement summary (PDF)



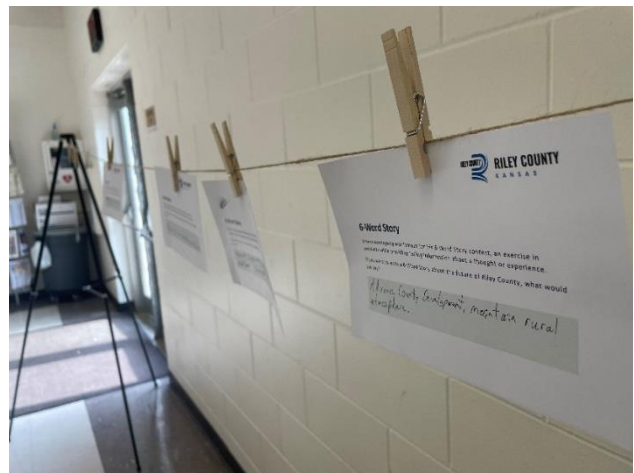
PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: May 29, 2025
To: Board of County Commissioners
From: Amanda Webb, Planning Director
Re: Comprehensive Plan Update – May 2025 Report

Existing Conditions Study and Community Workshop:

Stantec prepared an Existing Conditions Study which tells us where we are currently in all aspects (including, but not limited to, demographics, land use, housing, economic conditions, etc.) and includes a market analysis. It is available on the Comprehensive Plan Update webpage, or at this link: <https://www.rileycountyks.gov/DocumentCenter/View/25691/Existing-Conditions-Study---2025-DRAFT?bidId=>.

The Existing Conditions Study was the subject of the May 14 community workshop held at Pottorf Hall. See attached Stantec's summary of the workshop, which included a presentation and several engagement activities. The PowerPoint presentation Stantec provided is also available on the Comprehensive Plan Update website.





Subcommittee draft goal progress:

- Stantec provided draft goals for the Economic Development, Infrastructure, and Agriculture/Land Use subcommittees. Each of these groups is scheduled for final meetings during the first week of June.
- The Parks and Recreation subcommittee crafted their own draft goals that will need one more meeting to finalize. The Health subcommittee made significant progress towards draft goals that will need an additional meeting to finalize. The Housing subcommittee is awaiting draft goals from Stantec to work through.
- Once the subcommittees have settled on draft goal language, this information will be presented to the BOCC for discussion as well as shared on the website for public input.

Stakeholder status:

- Stakeholder engagement is ongoing with several interviews completed. Some we are still working to connect with. Stakeholders are those that will identify more in-depth, agency-specific needs and challenges, and their “wants” for Riley County. Input from stakeholders will be compiled for incorporation into the plan update.
- The current list of stakeholders includes the agencies and groups listed below. Please note this list is a work in progress and more could be added (some are already on the technical committee). The list was compiled with input from Stantec, county staff, BOCC, and the Comprehensive Plan Committee.
 - School districts – USD 383*, USD 384*, USD 378*
 - Small cities – City of Riley*, City of Leonardville*, City of Randolph, City of Ogden*
 - Manhattan Chamber of Commerce
 - Greater Manhattan Community Foundation*
 - Kansas State University
 - Manhattan Housing Authority
 - Manhattan Airport*
 - Kansas Farm Bureau
 - Agricultural Operators – ranchers/farmers**
 - Developers*
 - Flint Hills Area Builders Association**
 - Via Christi
 - Manhattan Senior Center**
 - Konza Health*
 - United States Army Corp of Engineers
 - Kansas Department of Transportation
 - Kansas Parks & Wildlife

- Food & Farm Council*
- Fort Riley
- NBAF

*We've spoken with this entity or received emailed comments.

**We've sent questions to this entity and are awaiting their submittal. Note that we aren't sending questions until the entity has confirmed they're willing to serve as a stakeholder.

We will have a future BOCC work session to discuss stakeholder input once compiled.

For the small cities, we've asked about their infrastructure (i.e., roads, sewer/water, broadband) and public service (i.e., emergency services, etc.) needs and status, how they're approaching growth and economic development in their communities, and what regional or intergovernmental collaboration they'd like to see emphasized.

We've been able to talk with Riley, Leonardville, and Ogden. We're still working to connect with Randolph. Each jurisdiction has varying infrastructure needs and approaches to growth and development. However, they've all asked for county assistance in the form of sharing resources and information. For example, a couple jurisdictions asked about grant opportunities and locating resources. Others asked for support on land use matters (most do not have dedicated planning staff).

We also spoke with both Riley and Leonardville about their current Designated Growth Areas. We will do the same with Ogden and Randolph. These DGAs will be updated based on small city input.

Public Engagement:

- **Public engagement runs for the life of the project.**
- I will present to the Intergovernmental Luncheon group at the June 23rd meeting.
- Input received from the public survey released in 2023 is available on the website: www.rileycountyks.gov/plan. This input will remain useful and relevant and will be woven into the plan.

Plan Logo:

It is important this project has its own identity.

- In 2024 we ran a public survey for people to vote on the logo, title, and tagline for the project.
 - Various titles and taglines were compiled using keywords gathered from the first public input survey.
 - Over 60 people took the online logo survey, though some responses were only partial.
- We discussed the results, and I asked for BOCC direction during the update on March 31, 2025. The BOCC asked for additional options to consider. Stantec is working on options which will be presented at a future meeting.

Basic Information:

Target adoption: Fall 2025

Website: www.rileycountyks.gov/plan

Email address: compplan@rileycountyks.gov



Memo

To: Amanda Webb From: Kristin Baldonado
 Project/File: Riley County Comprehensive Plan Update Date: May 16, 2025
 Minneapolis

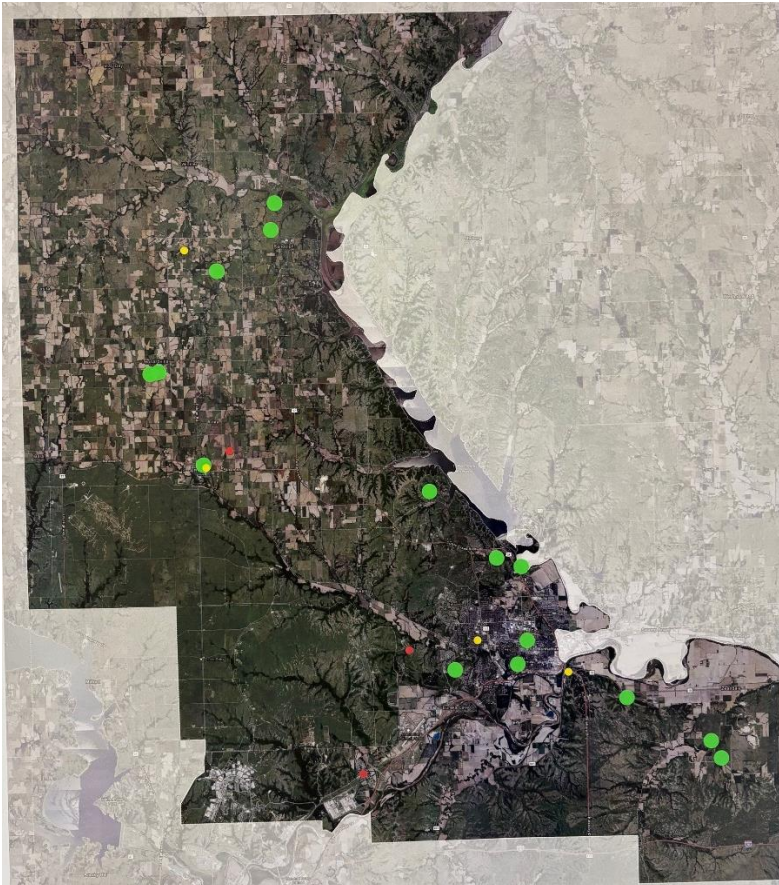
Reference: May 14 Engagement Summary

Attendees

Count: 28. Individual names are provided as supplementary information.

Where do you live or work?

22 participants marked where they live or work on a posterboard. As seen below, the distribution of dots across the map illustrates a well-balanced representation of where people live and work throughout the county.



Reference: May 14 Engagement Summary

6-Word Story

10 participants submitted 6-word stories. The bulleted list below provides full details, while the word cloud highlights the most frequently mentioned key words.

- Riley County: Great rural life
- Minimize regulations, allow land/homeowners development freedom
- Advance County development, maintain rural atmosphere
- Stagnant cooperative growth and development
- Family focused with measured growth
- Resources, taxes, agriculture, roads, property, population
- Growing, educated, farming, family, desirable
- Hi-tech, efficient, clean, bio-ag hub, trustworthy, hunger-free
- Growth, affordability, limited government, quality roads and bridges, balance, business opportunity
- Thriving communities, sustainable growth, shared prosperity

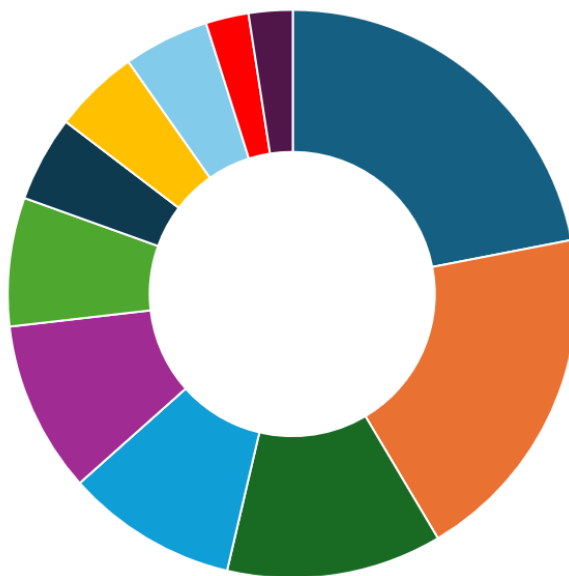


Reference: May 14 Engagement Summary

Priorities (Bucket Activity)

The top priorities of participants include updating and expanding infrastructure, preserving rural character and agricultural land, and adding job-generating businesses. The full results are below.

	Topic	Count	Percent
	Update and Expand Infrastructure	9	22.0
	Preserve Rural Character and Agricultural Land	8	19.5
	Add Job-Generating Businesses	5	12.2
	Increase Retail Businesses	4	9.8
	Support Housing Affordability	4	9.8
	Increase Housing Options	3	7.3
	Improve Parks and Green Spaces	2	4.9
	Improve Transportation Choices	2	4.9
	Address Safety and Crime	2	4.8
	Better Broadband Access	1	2.4
	Write in: "Relief from high property taxes"	1	2.4





**COMMUNITY
CORRECTIONS**
Funding

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

COMMISSION AGENDA REPORT

FROM: Megan Lewis, Director of Community Corrections

MEETING: May 29, 2025

SUBJECT: Recovery Court Funding Request

PRESENTER: Megan Lewis, Director of Community Corrections, Barry Wilkerson, Riley County Attorney, Kendra Lewison, District Court Judge

Enclosures:

- Recovery Court Presentation 5-29-25 (DOCX)
- Recovery Court Letters of Support (PDF)
- Recovery Court Cost Scenarios - 3 mo and 15 mo (PDF)

MEMORANDUM

TO: Brittany Phillips, Budget & Finance Officer Board of County Commissioners

FROM: Megan Lewis, Director of Community Corrections

DATE: May 27, 2025

RE: Recovery Court Funding

BACKGROUND

The 21st Judicial District Recovery Court Program began operating in March, 2022, as a collaborative effort by the Court, Riley County Community Corrections, Pawnee Mental Health Services, the Riley County Police Department and the Riley County Attorney's Office, to address the abuse of illicit drugs and alcohol related to criminal activity. The purpose of Recovery Court is to achieve a reduction in recidivism and substance abuse among non-violent, substance-abusing offenders, and to increase the offenders' likelihood of successful habilitation. This occurs through early, continuous, and intense judicially supervised treatment, mandatory random drug testing, and use of appropriate incentives, sanctions, and therapeutic and other habilitation services.

Recovery Court utilizes treatment opportunities provided through Senate Bill 123. SB123 provides 18 months of certified drug treatment for certain offenders sentenced for felony drug possession. Offenders convicted under the provisions of SB123 and placed on Community Corrections are eligible to be referred to the Recovery Court Program.

The 21st Judicial District Recovery Court Team began planning for a Recovery Court in November 2019. In December 2021, we were awarded a 4-year, \$500,000 grant through the Bureau of Justice of Assistance (BJA). This grant will end on September 30th, 2025.

Mission

The 21st Judicial District Recovery Court Program strives to provide individuals with substance use disorders the opportunity to become productive citizens by offering community-based treatment and court-monitored accountability while promoting public safety.

Ten Key Components of Recovery Courts

Key Component #1

Recovery Courts integrate alcohol and drug treatment services with justice system case processing.

Key Component #2

Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

Key Component #3

Eligible participants are identified early and promptly placed in the Recovery Court program.

Key Component #4

Recovery Courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

Key Component #5

Abstinence is monitored by frequent alcohol and other drug testing.

Key Component #6

A coordinated strategy governs Recovery Court responses to participants' compliance.

Key Component #7

Ongoing judicial interaction with each Recovery Court participant is essential.

Key Component #8

Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

Key Component #9

Continuing interdisciplinary education promotes effective Recovery Court planning, implementation, and operations.

Key Component #10

Forging partnerships among Recovery Courts, public agencies, and community-based organizations generates local support and enhances Recovery Court program effectiveness

DISCUSSION

The 21st Judicial Recovery Court has served a total of 58 participants since the implementation of the program in March, 2022.

Key Outcomes

1. Reduced prevalence of substance use

- a. Recovery Court graduates experienced an average of 440 days of sobriety. In comparison, most Recovery Court graduates reported that – prior to Recovery Court – they had only maintained sobriety for a few months at a time.

2. Reduced recidivism

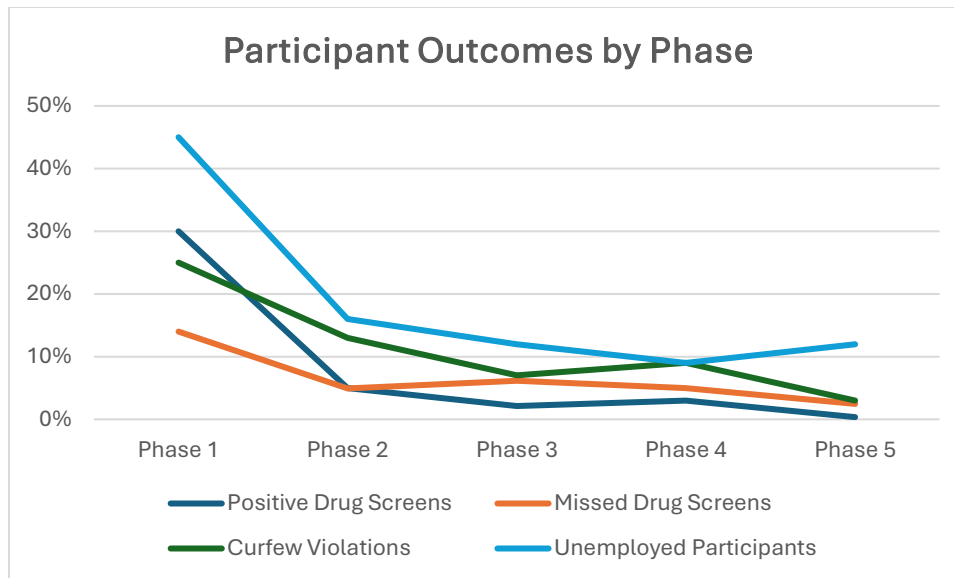
- a. Of Recovery Court participants who started at least one-year ago, 10 participants have received a new arrest – which represents a 28% one-year recidivism rate. This compares to national one-year re-arrest rates of 38%, indicating that Recovery Court reduces re-arrest by 26%
- b. Among participants who successfully completed Recovery Court, average risk reduction from intake to discharge was 41% - indicating lower risk to re-offend.

3. Improved graduation rate of Recovery Court participants

- a. Since the start of Recovery Court, 23 participants have successfully graduated from Recovery Court, for a 66% graduation rate. In comparison, the average Adult Drug Court in the United States has a 50-60% graduation rate – indicating that the Riley County Recovery Court is more successful than expected of a Drug Court.

The effectiveness of the Riley County Recovery Court translates into significant direct and indirect cost benefits to Riley County Government.

- 1. Recovery Court uses community-based intensive supervision, which is less costly than the traditional approach of incarceration.
 - a. Riley County Recovery Court costs approximately \$20/day per participant compared to national estimated costs of \$129/day per inmate in local jails = \$109/day per participant in savings
 - b. In addition to direct costs associated with arrests (e.g., law enforcement, courts, jails), lower crime translates into less physical and emotional costs to the residents of Riley County from being victims of crime.
- 2. Participants in Recovery Court have improved employment outcomes.
 - a. 88% of Recovery Court participants were employed when they ended Recovery Court compared to 55% of participants employed when they started Recovery Court.
 - b. Fewer individuals incarcerated strengthens the labor force, increases consumer spending power, and enhances business development.



Phase	Positive Drug Screens	Missed Drug Screens	Curfew Violations	Unemployed Participants
Phase 1	30%	14%	25%	45% (23 out of 51)
Phase 2	5%	5%	13%	16% (6 out of 38)
Phase 3	2%	6%	7%	12% (4 out of 34)
Phase 4	3%	5%	9%	9% (3 out of 32)
Phase 5	0%	2%	3%	12% (3 out of 26)

As a result of the current funding source ending on September 30th, 2025, the future of Recovery Court in the 21st Judicial District is in jeopardy. Community Corrections is currently in the process of requesting an extension from the Bureau of Justice Administration for a period of 3 months to use the remaining funds awarded in the grant.

The anticipated cost to continue to operate the Recovery Court Program for the 3-month extension period is \$51,045.83. In order to fully fund the Recovery Court Program as it has operated for the past 4 years the estimated 12-month costs is \$196,332.59. The combined total estimated expenses for a period of 15 months is \$247,378.42.

In an effort to reduce the total costs, Community Corrections and the Recovery Court Team has been in communication with the Kansas Board of Indigent Defense Services (BIDS), Riley County Police Department and the Clay County Sheriff's Department. RCPD and the Clay County Sheriff's Department have both committed to assisting in reducing the total cost to administer drug testing, however we do not know what the reduction looks like at this time. In addition, the Recovery Court Team has reached out to the City of Manhattan regarding the

potential use of Opioid Settlement Funds. The city of Manhattan has requested information regarding any funding support that Riley County is willing to contribute.

FISCAL IMPACT

In order to fully fund the Recovery Court Program for a period of 15 months, a total budgetary request of \$247,378.42 is needed. The Recovery Court Team is inquiring to use Opioid Settlement Funds from both Riley County and the City of Manhattan. Upon receipt of any Opioid Settlement Funds we may then need to request appropriations not to exceed the total budgetary request.



COUNTY ATTORNEY'S OFFICE

Barry R. Willkerson
Riley County Attorney
Carnegie Building
105 Courthouse Plaza
Manhattan, Kansas 66502-0106
Phone: 785-537-6390
Upstairs Fax: 785-537-6334
Downstairs Fax: 785-565-6896

Date: May 23, 2025

RE: Recovery Court Funding.

Riley County Commission:

I respectfully request that you provide adequate funding for the Recovery Court in Riley County, supervised by Riley County Community Corrections and presided over by District Judge Kendra Lewison.

Recovery Court, (formerly referred to as Drug Court) has been implemented in the 21st Judicial District, of which Riley County belongs, in order to assist individuals who have a substance/drug addiction that has resulted in criminal charges. The criminal charges may be for the possession of the drugs themselves, or charges related to the criminal acquisition of funds to support a drug habit, theft, burglary, and forgery just to name a few of the crimes committed by addicts. The Recovery Courts' mission is to restore individuals, enabling them to put their addiction and criminal behavior behind and become productive citizens.

Having been a prosecutor for 34 years, I have observed a growing drug problem or perhaps crisis within Riley County and our state. Whether it be an addiction to illicit narcotics or prescribed pharmaceuticals, individuals who have an addiction to narcotics/drugs will continue using narcotics/drugs, eventually finding themselves unemployed. When they lack employment as a source of funds to support their habit, they turn to various crime[s] in order to gain access to the funds necessary to supply and to support their habit.

Attachment: Recovery Court Letters of Support (15892 : Recovery Court Funding Request)

We have for decades tried to use prison, jail, parole and probation models that lacked the necessary resources, tools and oversight required to assist addicts in overcoming the darkness and hopelessness of an addiction. Out-patient counseling and meetings with a probation officer monthly, is generally not adequate to treat a person who has an addiction to narcotics or illicit drugs. Likewise, incarceration by itself, is not successful in deterring the future use of drugs. It does protect the public while the person is incarcerated, but all too often individuals leave the county jail or state prison without the necessary skills or tools to prevent relapses into old habits and addictions.

In Riley County, Recovery Court is different from the traditional model within the criminal justice system or the traditional court-probation model. Under Recovery Court, oversight is enhanced by the participation of District Judges Lewison and Bosch, who on a weekly basis, review the progress of individuals assigned to Recovery Court. Individuals who have gone through Recovery Court and graduated, have meaningful jobs, insight into issues that led to the drug addiction and tools to prevent or lessen the likelihood of relapse. Recovery Court is worth the investment by the citizens of this community. The enhanced supervision and resources have assisted many individuals to break the cycle of addiction, arrest, incarceration, and reduced crimes that are a component of the addicts' life.

According to the numbers I received from Community Corrections, there are currently 18 participants in- the Recovery Court program. This represents 18 people who are not in jail. Since Recovery Court began, 23 people have graduated from the program, 16 of whom have been from Riley County. 2 participants are pending graduation on May 28th, 2025.

I would strongly encourage and recommend the Board of County Commissioners provide the necessary funding to support Recovery Court. Without Recovery Court, our correctional facility in Riley County will be under the increased strain of housing additional inmates.

This is in addition to the cost of the crimes committed against citizens in Riley County, who will unwillingly, as a victim, pay the cost of another person's addiction.

Respectfully,



Barry Wilkerson
Riley County Attorney

State of Kansas
21st Judicial District

KENDRA S. LEWISON
District Judge, Division II

Riley County Courthouse
100 Courthouse Plaza
Manhattan, Kansas 66502
Phone 785-537-6372
Fax: 785-565-6849

January 31, 2025

Dear Commissioner Ford, Commissioner McKinley and Commissioner Focke,

Last week, Riley County's Recovery Court held a graduation ceremony for two of our participants. One of those graduates—I will call him "T"—has a criminal history score of "A", which is the worst criminal history score that a person in Kansas can have. You are not classified with that criminal history score unless you have committed violent crimes against people. "T" had at least 17 convictions over the course of 10 years. His drug of choice was methamphetamine. He was jobless, he was homeless, and he had lost access to his own children. He spent many months in the Riley County Jail at the expense of taxpayers as he waited for multiple cases to be resolved.

Our program was designed for people like "T"—high risk/high needs offenders. He could have been sent to prison, but that would have provided little rehabilitation, and he would be returned to the community without the tools to remain sober and law-abiding. We had an opportunity for a better outcome for "T" in Recovery Court. By following the best practices we have been trained to follow, we can help someone like "T" break the cycle of substance use and criminal behavior.

The transformation of "T" in Recovery Court was nothing short of miraculous. He now has a home, he has job at which he has received multiple promotions, he is paying his financial obligations from his past cases, and he is parenting his children again.

Imagine how much safer the community will be if "T" never commits another crime. Imagine how much safer the community will be if he is able to parent his children in a way that will prevent them from following the same path of poor choices.

We know that many (and probably most) of our participants were raised in families with prevalent substance use, trauma and/or neglect. Many of them were in the foster care system at some point during their childhood. If we can help our participants maintain sobriety and be better parents, we can prevent their children

Attachment: Recovery Court Letters of Support (15892 : Recovery Court Funding Request)

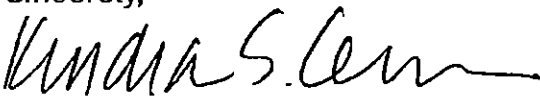
from suffering the same fate of childhood neglect and trauma that might lead their children to substance use and criminal behavior in adolescence and adulthood.

The supervision and accountability in Recovery Court are the most intense you will find in any probation. As you can imagine, increased supervision, more frequent drug testing and extra services cost more money and use more resources in the short term. Spending that money on these services now will save the county money in the future by keeping our participants out of our jail. If our participants become employable, they can pay their past financial obligations and contribute to our local economy.

This week, our Recovery Court team felt how vulnerable we are to having this program disappear with the stroke of a pen. Although Community Corrections is a very good steward of the money in their budget, they cannot sustain this program without additional funding such as that provided by our BJA grant. I hope that hearing the story of "T" will help you understand that money spent on Recovery Court is money well-invested in the safety and future of our community. Without this program, Riley County will be less safe for its citizens in both the short-term and the long-term.

Thank you for your time and consideration.

Sincerely,



Kendra S. Lewison
District Court Judge

State of Kansas
21st Judicial District

JOHN F. BOSCH, Div. I
District Judge

Riley County Courthouse
100 Courthouse Plaza
Manhattan, Kansas 66502
Phone 785-537-6371
Fax: 785-565-6849

January 30, 2025

Riley County Commissioners
115 N. 4th Street
Manhattan, KS 66502

Clay County Commissioners
712 5th Street
Clay Center, KS 67432

Re: Recovery/Drug Court Program

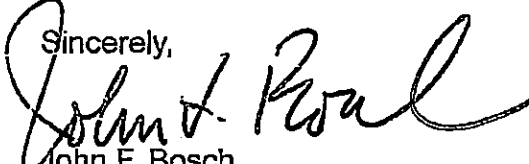
Dear Commissioners:

As a District Court Judge for the 21st Judicial District, and as a judge presiding over a recovery/drug court program, I want to encourage the County Commissioners of our Judicial District to support the recovery/drug court program in any way possible.

Over the years I have seen the remarkable success of this program in helping individuals in the court system make changes in their lives from individuals with nothing to contribute to society to productive members of society who follow the rules, pay taxes and support their families. It is hard to understand why this program is so much more successful in rehabilitation of offenders than other forms of supervision, but it is for the individuals who qualify for the program and the program deserves the support of the local community, if for no other reason than the financial savings versus the cost of incarceration and the other demands on our social services if these individuals do not succeed.

Please let me know if you have any questions.

Sincerely,



John F. Bosch
District Judge

Attachment: Recovery Court Letters of Support (15892 : Recovery Court Funding Request)

May 20, 2025

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

Dear Board of County Commissioners:

I am writing to express my enthusiastic support for the Riley County Community Corrections – Recovery Court program. As the evaluator for the Recovery Court, I can speak about the program’s significant outcomes and impact on the broader community.

While Recovery Court participants come from all walks of life, they share one thing in common – a conviction for being in possession of an illicit substance. For the vast majority of participants, this is not their first offense (the average participant has had two prior drug-related convictions). Many participants have spent years – or, in some cases, decades – cycling in and out of the justice system due to their addiction. Prior to the creation of the Recovery Court, these participants were typically incarcerated for their crimes. However, jails and prisons lack meaningful drug treatment services, so when these individuals had completed their sentences, they simply re-engaged in addictive behaviors upon release and continued their cycle of drug crime and incarceration. Recovery Court seeks to end that cycle. Through intensive supervision, judicial oversight, a team of support providers, and meaningful inpatient and outpatient drug treatment services, Recovery Court participants are given the tools needed to be successful. The numbers speak for themselves as to how successful the program has been. Since Recovery Court enrolled its first participant in March 2022, 69% of participants exiting the program successfully graduated. In comparison, estimates from the National Association of Drug Court Professionals (NADCP) have found that, on average, 50-60% of participants in drug courts across the country successfully graduate from the program. The Riley County Recovery Court is far-exceeding its own expectations.

Recovery Court is truly changing the lives of its participants, as it has resulted in lowered substance use, reduced risk to re-offend, increased employment rates, and improved family relationships. In fact, several Recovery Court participants were able to regain custody of children in foster care thanks to support they received from Recovery Court staff and skills they learned during treatment. As one graduate remarked, “I really appreciate this chance you have given me. I was lost in my addiction and poor decisions. Thank you for giving me the chance to be a father, a brother, a son, and a person again.”

The impact of Recovery Court reaches far beyond its participants, with significant benefits to the Riley County community. As Recovery Court participants use less substances, their engagement in criminal activity declines as well. Compared to individuals released from U.S. prisons, one-year re-arrest rates for Riley County Recovery Court participants are 26%

lower. At the same time, intensive community supervision through Recovery Court is significantly cheaper than incarcerating someone in jail or prison. Thus, Recovery Court is saving Riley County considerable money through reduction in court and jail costs, keeping citizens safer, and changing lives for individuals struggling with addiction. Recovery Court graduates also have significantly improved employment rates compared to when they started Recovery Court, helping expand Riley County's labor force and increase buying power for its citizens.

Drug use and its associated problems are a growing and significant challenge for Riley County and across the state of Kansas. In 2020, a staggering 18.4% of Kansans over the age of 18 met criteria for a substance use disorder – far-exceeding the national average of 15.4%. Meanwhile, 17.8% of individuals needing substance use treatment did not have their needs met. This is due, in part, to the vast shortage of substance use providers and the high cost of services. Untreated substance use disorder results in unemployment, death, and crime – all of which is far more costly than treatment. Alongside growing rates of substance use, felony drug arrests have also increased – in which Riley County experienced a 39% increase in felony drug cases between 2017 and 2019.

Substance use is a considerable problem in Riley County, and Recovery Court is the solution. Recovery Court participants are connected with a team of support – including intensive supervisors, judges, and substance use treatment providers – to facilitate their growth. Successful participation in Recovery Court results in reduced substance use and criminal activity, translating into safer communities and fewer incarceration costs.

Please contact me at kpkremer@ksu.edu or 785-532-6865 for further insight on Recovery Court.

Best regards,



Kristen Kremer, PhD, LMSW
 Associate Professor
 Social Work Program Coordinator
 Department of Sociology, Anthropology, and Social Work
 Kansas State University

Major Mark French
Riley County Police Department
mfrench@rileycountypolice.org
January 30, 2025

Subject: Letter of Support for Recovery Court

Dear Riley County Commission,

I am writing to express my full support for the Recovery Court program and its continued role in serving the Riley County community. When I first assisted with the initial committee, I approached the concept with a degree of skepticism. However, through firsthand experience, training, and observing its impact, I have come to recognize Recovery Court as an invaluable tool in improving public safety and fostering rehabilitation.

Recovery Court not only holds individuals accountable but also provides them with the necessary resources to break the cycle of substance use and criminal behavior. By emphasizing treatment, employment opportunities, and family engagement, the program helps participants become productive members of society, reducing recidivism and enhancing community well-being.

From a law enforcement perspective, initiatives like Recovery Court contribute significantly to long-term public safety. Rather than perpetuating a revolving door in the criminal justice system, it offers a structured path toward recovery, stability, and reintegration. As a result, we see fewer repeat offenses, stronger family connections, and a more engaged workforce—benefits that extend well beyond the individual participants.

I commend the continued efforts to support and expand this program, and I strongly encourage the Riley County Commission to invest in its success. Recovery Court is not just an alternative approach—it is a proven solution that strengthens our community in meaningful ways.

Thank you for your time and consideration. Please feel free to reach out if I can provide any additional insight or support.

Sincerely,

Major Mark French
Chief of Corrections

May 23, 2025

To Whom It May Concern:

I am writing to express my support of the Recovery Court program in Riley County and to advocate for the continuation of the program. I have been a part of this team since the start of the program in 2022. I have been the Mental Health Co-Responder with the Riley County Police Department since August 2018 and have served a unique Social Work role in collaboration with law enforcement. While working closely with clients that are involved with the criminal justice system, my role as a Social Worker has always focused on reducing recidivism rates with the jail as well as reducing the use of emergency services for mental health crises, when appropriate.

The Recovery Court program has been a valuable asset in the community by providing individuals with accountability, structure and a multi-faceted approach to their treatment as an alternative to incarceration. Substance use disorders know no limits to socio economic status, race, demographics, etc. and our team has seen just that in the time the program has been operating. Through the evidence-based approach, the participants are able to benefit from substance use treatment, regular oversight by the court, case management and peer support to aid in their success to have long term positive benefits for themselves, their loved ones and the community as a whole.

Recovery Court also gives participants a chance to address contributing factors to their criminal behavior and/or substance use problems. By addressing the root cause of the criminal behavior, Recovery Court can help individuals to rebuild their lives, secure employment and reintegrate into the community which is of benefit to the public safety and overall benefit of the community of Riley County.

Through the time of the program, it has been evident to RCPD that many of the participants who were maybe frequently known to law enforcement often dramatically decrease the number of calls for service or overall involvement with law enforcement. Many of the participants have formed positive relations with officers through seeing them at court or during curfew check interactions. It allows RCPD to build a different relationship than would have had otherwise with the participants.

As a community, it is essential to invest in evidence-based programs that many may not see as traditional. What we have seen in the past years is that this program does work and it has changed the lives of many that have successfully completed Recovery Court.

Please consider the continuation of Recovery Court as our team continues to strive to help and serve those in this community.

Respectfully,



Tiffany Anders, LMSW

Attachment: Recovery Court Letters of Support (15892 : Recovery Court Funding Request)

Dear Commissioners,

I am writing to advocate for future funding for the 21st Judicial District Recovery Court program that has been instrumental in transforming the lives of individuals in our community who struggle with substance use disorders.

I am deeply passionate about this program because I have spent the last several years witnessing individuals at their lowest points—broken, lost, and overwhelmed—rebuild their lives, regain custody of their children, and become thriving, productive members of society. Many of our graduates are living lives they never imagined possible. Some have returned to school to pursue higher education or complete their high school diplomas. All have secured stable housing and are giving back to the community they once harmed.

You will likely hear from others about the logistics and operations of Recovery Court. I am writing to represent the participants themselves—those who have been placed on felony probation for drug-related offenses and have been recommended to the program.

As a woman in long-term recovery from substance use disorder and a former felony probationer, I bring a unique perspective. My journey did not include the therapeutic, incentive-based support that Recovery Court offers. While I did complete probation, it took me four years to have my criminal record expunged. During that time, I lived in an Oxford House due to affordable rent. While not easy, that experience helped me build lasting relationships with staff at Riley and Clay County Community Corrections that eventually led to the job I have today.

Today, I am proud to work as the Sober Living House Coordinator for Pawnee Mental Health, managing our Discovery Sober Living House. I am also a Kansas Certified Peer Mentor and a Peer-Centered Case Manager, supporting clients with co-occurring substance use and mental health disorders—many of whom are involved in Recovery Court.

My lived experience allows me to connect with participants in a way that Judges, Attorneys, Therapists, and Probation Officers often cannot. I build trust, boost self-esteem, and show individuals that change is not only possible, but within reach. Without the support of programs like Recovery Court, many in our community will continue to suffer—and some will not survive. Recovery Court is a vital, evidence-based program that reduces recidivism, promotes healing, and restores dignity.

I have dedicated the last seven years to breaking the stigma surrounding addiction. Recovery Court is a cornerstone of justice reform and a proven force for positive change in our community.

I respectfully urge you to consider funding the Recovery Court program. Doing so allows our community members to reclaim their lives and become the individuals they were always meant to be.

Sincerely,

Dana Martinez

Peer Support Specialist

Dear Commissioners,

I am writing to you today as a graduate of the Drug Court program—more importantly, as someone whose life has been completely transformed because of it.

When I entered Drug Court, I was struggling not only with addiction but also with my mental health. I had lost direction, and honestly, I wasn't sure I would make it. The program didn't just hold me accountable; it believed in me when I didn't yet believe in myself. It gave me the structure, support, and resources I needed to get well—and stay well.

Because of Drug Court, I learned how to work a recovery program. I gained the tools to manage my mental health. I found purpose. I was even given the opportunity to work in the very system that helped save me. Today, I have a job helping others who struggle the way I once did. Every day, I get to use my story to give hope, offer support, and be proof that recovery is possible.

This program didn't just give me a second chance—it gave me a second chance at a first-class life. I am forever grateful.

I urge you to fund the Drug Court program. It's not just an alternative to incarceration; it's an investment in real, lasting change—for individuals, for families, and for our entire community. I am living proof of that.

With deepest gratitude,

Ashley Johnson

ASHLEY JOHNSON

ACT CASE MANGER

785-238-1085 EXT.132

January 30, 2025

Dear County Commissioners,

My name is Henry Crowder Jr., and I am writing to emphasize the profound impact that the Drug Court program has had on my life. I am reaching out not only to share my journey but also to advocate for the continued support and expansion of this invaluable program.

Through the extensive 13-month Drug Court program, I engaged in vital components such as mental health support, addiction recovery tools, consistent monitoring, and curfew enforcement. These elements and encouragement to participate in a 12-step program were instrumental in my recovery journey. Additionally, living in a stable sober environment, such as the House of Hezekiah and Oxford House Zotikos, provided me with the foundation for lasting change.

The program also encouraged me to give back to the community through volunteer work at my current job with Be Able. This not only fostered a sense of purpose but allowed me to develop meaningful relationships within my community, my workplace, and with law enforcement and other professionals.

Thanks to the Drug Court program, I have built a supportive network, earned certifications, and successfully expunged my record. These achievements have transformed my life, granting me opportunities that would have been unimaginable without this program. Without it, I likely would have faced incarceration and struggled to navigate recovery on my own.

I urge you to recognize the importance of the Drug Court program and similar initiatives that address addiction and its effects. My experience is a testament to the positive changes such programs can instigate in our community.

Thank you for your attention to this matter.

Sincerely,

Henry F. Crowder Jr.

Attachment: Recovery Court Letters of Support (15892 : Recovery Court Funding Request)

To Whom it May Concern,

I am writing today to ask you to please subsidize the Riley County Recovery Court Program (RCP). This program has changed so many lives in the best way! I know this because my life was saved by this program. RCP helped me to find the tools necessary to gain long lasting sobriety, be a present parent, and a contributing member of society. It gave my daughters a real mother again, and kept me from prison. Without RCP today I would be fresh out of prison with no home or family to return to. I can only imagine I would've immediately returned to self medicating, only this time would've been worse, as I would've lost my daughter to the foster care system. Instead I am employed full-time at my local grade school, a present loving mother to my 5 year old, and a helpful, while often annoying, mom to my college freshman, and an active member in the recovery community. So you can see the best benefits of this program are impossible to quantify, but they are MANY! These intangible benefits speak for themselves, but, this is about dollars and cents...

~ What do you suppose it would've cost to house me (a woman with Multiple Sclerosis and other medical issues) in a State prison? Food, clothing, Dr Visits, etc.

~What does it cost to go through the legal process of terminating parental rights, and subsequently an adoption for a child in foster care? Judges, Attorneys, subsidies to foster parents, medical costs for a child, etc

~What is the cost of recidivism due to lack of "community based recovery" in jail/prison? Inmate housing costs, public defenders, prosecuting attorneys, etc.

I do not know how much it cost for me to complete Recovery Court, but I can assure you without it the cost would've been far greater. Both the human cost, and the financial one! They say you can not put a price on a human life. While you consider funding for this program, please keep that in mind as it has saved MANY!

Sincerely,

Alicia Braly

Graduate of Riley County Recovery Court Program

Commissioners,

This letter is to ask that you fund the Riley County Drug Court program. I personally have gained so much by completing this program. But, the benefits go far beyond my personal growth. My community, as a whole, is safer because of this program. It has positively impacted the decision making of its participants. Improved our parenting skills, and the environments in which we raise our children. It has protected the community by reducing the number of drug dealers and impaired drivers on the roads. I'm certain many property crimes have been avoided as fewer people are trying to fund their habit. Obviously there is no magic wand to fix the problem of drugs and alcohol in our community, but as someone who has been on probation, in prison, and taken part in Drug Court I can guarantee this program is BY FAR the most effective at creating a healthier and safer community. Please consider all these factors when deciding if this program is worth it. You may be saving (or destroying) someone's life.

Respectfully,

Ryan Liby

Graduate of the 21st Judicial Dist Drug Court Program

Attachment: Recovery Court Letters of Support (15892 : Recovery Court Funding Request)

Recovery Court Expenses

Est. exp. from
Oct. 1 - Dec. 31,
2025
(14 weeks)

Est. exp. for
CY26
(52 weeks)

Est. exp. from
Oct 1, 2025 -
Dec. 31, 2026
(15 months)

Personnel

Intensive Supervision Officer - Salary	\$ 19,527.20 ¹	\$ 76,648.00 ²	\$ 96,175.20
Intensive Supervision Officer - Fringe	\$ 7,713.24 ³	\$ 30,275.96 ⁴	\$ 37,989.20
OT for ISO Weekend Drug Testing - Salary	\$ 4,945.08 ⁵	\$ 19,412.64 ⁶	\$ 24,357.72
OT for ISO Weekend Drug Testing - Fringe	\$ 1,953.31 ⁷	\$ 7,667.99 ⁸	\$ 9,621.30
<i>Subtotal</i>	\$ 34,138.83	\$ 134,004.59	\$ 168,143.42

Contractual

Conflict Attorney	\$ 1,000.00 ⁹	\$ 1,000.00 ¹⁰	\$ 2,000.00
Defense Attorney (BIDS)	\$ 7,000.00 ¹¹	\$ 26,000.00 ¹²	\$ 33,000.00
Drug Testing - Clay Co SO	\$ 2,400.00 ¹³	\$ 9,600.00 ¹⁴	\$ 12,000.00
Drug Testing - Riley County PD	\$	\$	\$
<i>Subtotal</i>	\$ 10,400.00	\$ 36,600.00	\$ 47,000.00

Supplies

			\$ -
Copying Expenses	\$ 180.00 ¹⁵	\$ 720.00 ¹⁶	\$ 900.00
Drug Testing Supplies	\$ 2,196.00 ¹⁷	\$ 8,784.00 ¹⁸	\$ 10,980.00
Misc Supplies	\$ 240.00 ¹⁹	\$ 960.00 ²⁰	\$ 1,200.00
<i>Subtotal</i>	\$ 2,616.00	\$ 10,464.00	\$ 13,080.00

Other Costs

Drug Testing - Redwood confirmation	\$ 1,125.00 ²¹	\$ 4,500.00 ²²	\$ 5,625.00
Housing Assistance	\$ 600.00 ²³	\$ 2,400.00 ²⁴	\$ 3,000.00
MAT Services	\$ 300.00 ²⁵	\$ 900.00 ²⁶	\$ 1,200.00
MAT Medication	\$ 975.00 ²⁷	\$ 3,900.00 ²⁸	\$ 4,875.00
Medical (Physical) Assistance	\$ 600.00 ²⁹	\$ 2,400.00 ³⁰	\$ 3,000.00
Registration (training)	\$	\$	\$
Transportation (to inpatient/reintegration)	\$ 291.00 ³¹	\$ 1,164.00 ³²	\$ 1,455.00
<i>Subtotal</i>	\$ 3,891.00	\$ 15,264.00	\$ 19,155.00

Total Recovery Court Expenses \$ 51,045.83 \$ 196,332.59 \$ 247,378.42

Attachment: Recovery Court Cost Scenarios - 3 mo and 15 mo (15892 : Recovery Court Funding Request)

1 Recovery Court ISO - CY25 salary x 560 hours
 2 Recovery Court ISO - CY26 salary x 2080 hours
 3 Recovery Court ISO - CY25 salary x 39.5%
 4 Recovery Court ISO - CY26 salary x 39.5%
 5 Weekend drug testing - CY25 ISO x 28 weekend days x 3 hours/day (84 hours)
 6 Weekend drug testing - CY26 ISO x 52 weekend days x 3 hours/day (312 hours)
 7 Weekend drug testing - CY25 ISO x 84 hours x 39.5%
 8 Weekend drug testing - CY26 ISO x 312 hours x 39.5%
 9 Est to pay for defense attorney when BIDS attorney has a conflict
 10 Est to pay for defense attorney when BIDS attorney has a conflict
 11 Defense Attorney - \$250 x 14 weeks x 2
 12 Defense Attorney - \$250 x 52 weeks x 2
 13 Drug testing in Clay averages 40 tests/month x 20/per test x 3 months
 14 Drug testing in Clay averages 40 tests/month x 20/per test x 12 months
 15 Copying expenses avg. \$60/month x 3 months
 16 Copying expenses avg. \$60/month x 12 months
 17 Drug testing supplies = 12 month average is \$732/month x 3 months
 18 Drug testing supplies = 12 month average is \$732/month x 12 months
 19 Supplies = \$80/mo x 3 months
 20 Supplies = \$80/mo x 12 months
 21 Drug testing confirmations est. \$375 / month x 3
 22 Drug testing confirmations est. \$375 / month x 12
 23 Housing Assistance = \$200 /month x 3
 24 Housing Assistance = \$200 /month x12
 25 M AT eval = \$150 each x 2
 26 MAT eval = \$150 each x 6
 27 Medication services = \$65 per rx x 5 / month x 3
 28 Medication services = \$65 per rx x 5 / month x 12
 29 Medical (physical) assistance = \$200 / month x 3
 30 Medical (physical) assistance = \$200 / month x 12
 31 Transportation = \$97 / month x 3
 32 Transportation = \$97 / month x 12



OUTSIDE AGENCY
Facilities

Outside Agency
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Major Mark French, RCPD

MEETING: May 29, 2025

SUBJECT: Facilities Invoice Approval

PRESENTER: Major Mark French, RCPD

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

The Board agreed by consensus to

Enclosures:

- County Commission presentation for facility invoice (PPTX)

Riley County Jail

- Average Daily Population
- Female Population Increase

Major French
Jail Commander

Average Daily Population

All Inmates

Month	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JAN	73.7	70.2	87	75	72.6	84.8	71.6	67.3	100.1	102.3	104.2
FEB	68.9	74.3	93.1	82.9	68.4	85.5	64.8	67.1	111.5	109.5	104.1
MAR	66.2	71.8	91.9	73.2	75.2	88.4	68.6	78.6	112.1	115	103.2
APR	62	74.2	89.1	74.1	81	81.6	58.9	80.4	114.6	117.5	100.1
MAY	68.9	80.3	81.9	77.4	87.5	79.4	47.4	74.2	104.6	113.4	106.2
JUN	63.9	82	87.8	73.1	88.5	78.4	50	66	100.5	115.6	113
JUL	68.8	82	83.6	80	88.5	71.9	50.7	66	99.5	121	113
AUG	74.5	72.7	75.7	82.4	83.6	82.3	55.8	70.5	95.7	123.5	119
SEPT	61.7	73.6	75.8	84.3	81.2	74.6	61.3	90.1	109	123.6	123.7
OCT	76.3	73.5	75.8	84.3	81.2	76.2	60	91.6	115.9	125.9	124.5
NOV	77	76.7	73	76.2	78.3	71.3	69.3	96	106.1	112.5	130
DEC	71	77.4	69.6	78.9	79.9	72.9	69.4	97.5	99.4	106.7	124.3
YADP	64.2	75.4	81.8	77.7	79.15	78.9	60.9	80.5	105.8	115.5	114

The seal of the County of San Diego is partially visible on the left side of the slide. It features a yellow shield with a blue banner across the middle that reads "COUNTY". Below the banner, the year "1974" is visible. The shield is surrounded by a blue border.

Female Population

- 2022 = 12.12
- 2023 = 14.12
- 2024 = 19.54
- 2025 YTD (Jan 1 - May 22) = 16.99
- Today = 20 here



To reduce crime and improve the quality of life for the citizens we serve



**COUNTY
COUNSELOR/ADMINISTRATIVE SERVICES**
Fence View Hearing

Jacob Hansen
Interim County Counselor
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Jacob Hansen, Interim Riley County Counselor

MEETING: May 29, 2025

SUBJECT: Hargrave & Salzman Fence View

PRESENTER: Jacob Hansen, Interim Riley County Counselor

BACKGROUND:

This is a continuation of the discussion regarding the Hargrave and Salzman fence-view from the May 8, 2025 Commission meeting. On April 18, 2025, this Board, acting pursuant to statute, conducted a “view” of a proposed partition fence identified in the application of Gary and Diane Hargrave (“Hargraves”). This proposed partition fence separates the Hargraves parcel of land from a parcel owned by Steve and Renee Salzman (“Salzmans”).

Based upon the discussions during the fence view, it is possible that only a portion of the proposed partition fence is eligible for this Board’s lawful order. The portion of fence in question is that part of proposed fence that begins on the most western part of the Hargrave Salzman boundary line then extending eastward until it overlaps with the Salzman’s already existing fence. A map of the explained portions and color coded is attached as “Attachment A.”

The Salzmans have articulated to the Board during the fence view, along with correspondence with the County Counselor’s office, that they do not wish their land that exists between their already existing fence line just north of the proposed partition fence and south of the proposed partition fence line, enclosed. This portion of the proposed partition fence shall be referred to herein as “Disputed Fence Line.”

DISCUSSION:

The Salzmans claim that they are exempt from contribution to the Disputed Fence Line based upon the statutory exemption in K.S.A. 29-309. The application of K.S.A. 29-309 requires two conditions precedent to be met:

- (1) First, the occupant must not wish his or her land to be enclosed.
- (2) Second, the occupant may not occupy or use the subject land otherwise than in common with the adjoining landowner.

The Salzmans contend that they do not wish their land, located on the western half of the proposed partition fence and then immediately north thereof until it meets the Salzmans current fence line, enclosed (referred to herein as “Disputed Land”). This is supported by the statements made and materials provided by the Salzmans as previously discussed in the Background portion of this Commission Agenda Report.

The Salzmans further claim that the above-described land which they do not wish to enclose is not occupied by them.

Kansas law has not defined what it means to not “occupy” the land in the context of fence views and specifically in K.S.A. 29-309, which is a vital part of the analysis of the Board’s present case.

Occupancy as defined in Black’s Law Dictionary 7th Edition, is, “[t]he act, state, or condition of holding, possessing, or residing in or on something; actual possession, residence, or tenancy, especially of a dwelling or land.”

Regardless of whether the Board finds that the Salzmans are compelled to contribute to the Disputed Fence Line, there is still that portion of the fence to which the Salzman’s cannot claim exemption under K.S.A. 29-309 which is identified by the red highlighted section of the boundary in Attachment A (referred to herein as “Undisputed Fence Line”).

As it relates to the Undisputed Fence Line the Board must assign maintenance responsibility for any partition fence established between two or more adjoining landowners. The following issues are ripe for decision by this Board:

1. How should maintenance responsibility for the partition fence be divided for the future between the Hargraves and Salzmans properties?
2. How should costs be divided between the parties for establishing the partition fence?

Your primary duty as “viewers” when deciding these matters are to carry out the legislatures intent as expressed in the plain English of the relevant statutes. K.S.A. 29-101 *et. seq.* If you believe the legislature’s intent is not clear from the plain English of those statutes, then you are entitled to try and “interpret” what the legislature intended in a relevant statute by recourse to other authorities such as Attorney General Opinions and Kansas case law. A packet of some of those resources are attached as “References.”

FISCAL IMPACT

Fiscal impact to the County is negligible, involving Commission and staff time.

RECOMMENDATION(S)

The Board, after deliberating upon the arguments and materials presented by the Hargraves and Salzmans, directs the County Counselor's Office to draft an Order consistent with the determinations made by the Board.

POSSIBLE MOTION(S)

"I move the Board direct the County Counselor's Office to draft a Fence View Order consistent with the deliberations of the Board regarding the fence view conducted April 18, 2025. . ."

Enclosures:

- Attachment A (PDF)



-  Disputed Fence Line
-  Undisputed Fence Line
-  Disputed Land

Attachment: Attachment A (15883 : Fence View)