



**Board of Riley County  
Commissioners  
Regular Meeting  
Agenda  
October 06, 2022**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

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**Commission Chambers**

**8:30 AM**

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

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

[District 1 – John Ford, Member](#)

**8:30 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

1. Public Comments

**Commission Comments**

2. Commission Comments

**Business Meeting**

3. Appraiser's website agreement with Dylan B. Goeckel of Citizens State Bank of Marysville
4. Riley County District Court 2023 Budget
5. Sign Riley County Personnel Action Form(s)
6. Approve payroll/accounts payables (when completed)

**Review Minutes**

7. Board of Riley County Commissioners - Regular Meeting - Oct 3, 2022 8:30 AM

**Review Tentative Agenda**

8. Tentative Agenda

**Press Conference Topics**

9. Discuss Press Conference

**9:00 AM**

**Clancy Holeman, Counselor/Director of Administrative Services**

10. Administrative Work Session

**9:15 AM**

**Michael Boller, Noxious Weed Director**

11. Staff Update

**9:30 AM**

**Anna Burson, Appraiser**

12. Appraiser's Office Update

**9:55 AM            Break**

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

13.    Planning & Development - Staff Update

**10:15 AM           John Ellermann, Public Works Director/County Engineer**

14.    Public Safety Headquarters Design Agreement

15.    Public Safety Headquarters Request for Qualifications

**Adjournment**

**Announcements**

County Offices will be closed Monday, October 10, 2022 due to Employee Training Day.

The Board of County Commissioners will not be in session on Monday, October 10, 2022.

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, October 11, 2022 (KF).

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



**COUNTY APPRAISER'S OFFICE**  
*Agreement*

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

## COMMISSION AGENDA REPORT

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**FROM:** Lisa McAdams

**MEETING:** October 6, 2022

**SUBJECT:** Appraiser's website agreement with Dylan B. Goeckel of Citizens State Bank of Marysville

**PRESENTER:** Anna Burson

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### POSSIBLE MOTION(S)

Move to approve Appraiser's website agreement with Dylan B. Goeckel, Vice President of Citizens State Bank of Marysville

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

**Enclosures:**

- Citizens State Bank (PDF)

### REAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT

This Real Estate Sales Data Search Service Agreement is made and entered into this 3<sup>rd</sup> day of October, 2022 by and between Riley County, Kansas, a municipal government under the laws of the State of Kansas, by and through the County ("County"), the County Appraiser ("Appraiser") and Citizens State Bank of Marysville with its principal offices located at Marysville, KS ("Member").

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

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

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

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

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

**1. Services**

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

RECEIVED

OCT 03 2022

RILEY COUNTY  
APPRAISERS

## 2. Fees and Payments

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

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

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

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

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

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

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

### 3. Illegal Provisions

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

### 4. Interruption of Service

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

### 5. Member's Responsibilities and Certification

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

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

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

## 7. Termination

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

## 8. Miscellaneous

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

MEMBERBOARD OF COMMISSIONERS OF  
RILEY COUNTY, KANSASBy (Print): Dylan GoeckelSignature: *Dylan Goeckel*Title: Vice PresidentDate: 10-3-2022Phone Number: 785-337-2224Fax Number: 785-337-2668E-Mail: dgoeckel@csbmarysville.comEstimated # of Users: 1

Approved:

By: *Anna Burson*

Anna Burson, Riley County Appraiser

Date: 10/3/22

Greg McKinley, Chairman

Attachment: Citizens State Bank (12473 : Appraiser's Website agreement with Citizens State Bank of Marysville)

Attachment A to "Contract" Between Riley County (hereinafter "County"), and Citizens State Bank of Marysville (hereinafter "Member").

### CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 3<sup>rd</sup> day of October, 2022.

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

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

6. **ANTI-DISCRIMINATION CLAUSE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

Member Name

Citizens State Bank of Marysville

County

BOARD OF COUNTY COMMISSIONERS  
OF RILEY COUNTY, KANSASBy: Greg McKinley, VPBy: \_\_\_\_\_  
Greg McKinley, ChairmanDate: 10-3-2022

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rich Vargo, County Clerk

Date: \_\_\_\_\_

Attachment: Citizens State Bank (12473 : Appraiser's Website agreement with Citizens State Bank of Marysville)

Approved as to Form

By: \_\_\_\_\_  
Clancy Holeman, Riley County Counselor

Date: \_\_\_\_\_



**COUNTY CLERK & ELECTIONS**  
*Budget*

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

## COMMISSION AGENDA REPORT

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**FROM:** Darell Edie, Budget & Finance Officer  
**MEETING:** October 6, 2022  
**SUBJECT:** Riley County District Court 2023 Budget  
**PRESENTER:** DaLanna Nichols

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### POSSIBLE MOTION(S)

Move to approve the Riley County District Court 2023 Annual Budget to be submitted to the Office of Judicial Administration.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

**Enclosures:**

- district court K.S.A. 20 349 document 2023 (PDF)

| Submit to County Commission by July 15 and forward a copy of the proposed budget to the Office of Judicial Administration.<br>Approved budgets are due in the Office of Judicial Administration by August 25. | <b>ANNUAL BUDGET</b><br><b>K.S.A. 20-349</b><br><b>All Funds Summary</b><br><b>21 Judicial District</b><br><b>Riley County, Kansas</b>                                                                                                                                                                  |                                             | Form No. JA 100<br>(Rev. 03/2022)         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------|
| FUND                                                                                                                                                                                                          | Actual Expenditures<br>Previous Year 2021                                                                                                                                                                                                                                                               | Estimated Expenditures<br>Current Year 2022 | Proposed Expenditures<br>Budget Year 2023 |
| General<br><br>Court Trustee Operations<br><br>Retirement<br><br>Social Security<br><br>Workmen's Compensation<br><br>Employment Security<br><br>Employee Benefit<br><br>Other (Specify)                      | \$ 167,872.20                                                                                                                                                                                                                                                                                           | \$ 174,330.00                               | \$ 177,000.00                             |
| <b>FUND TOTALS:</b>                                                                                                                                                                                           | <b>\$ 167,872.20</b>                                                                                                                                                                                                                                                                                    | <b>\$ 174,330.00</b>                        | <b>\$ 177,000.00</b>                      |
| <b>COMMENTS:</b>                                                                                                                                                                                              | Submitted:<br><br><br>Chief Judge<br><br>Enclosures: Circle all which apply<br><u>General Fund Account</u><br>Personnel Schedule<br>Court Trustee Operation Fund<br>Court Trustee Personnel Schedule<br>Other Funds |                                             |                                           |
|                                                                                                                                                                                                               | Approved:    As submitted                      Circle One<br><br>As amended                                                                                                                                                                                                                             |                                             |                                           |
|                                                                                                                                                                                                               | Presiding Officer - County Commission<br><br>Date                                                                                                                                                                                                                                                       |                                             |                                           |
| Although courts are not revenue-producing agencies, fees and other revenues which have accrued or will accrue to the County General Fund are as follows:                                                      | Actual Previous Year 2021                                                                                                                                                                                                                                                                               | Estimated Current Year 2022                 | Proposed Budget Year 2023                 |
|                                                                                                                                                                                                               | \$ 33,440.25                                                                                                                                                                                                                                                                                            | \$ 45,000.00                                | \$ 40,000.00                              |

| ANNUAL BUDGET<br>K.S.A. 20-349<br>General Fund Account |                                 |                                   | Form No. JA 101<br>(Rev. 03/2022) |
|--------------------------------------------------------|---------------------------------|-----------------------------------|-----------------------------------|
| 21 Judicial District Riley County, Kansas              |                                 |                                   |                                   |
| Expenditure Detail                                     | Actual<br>Previous Year<br>2021 | Estimated<br>Current Year<br>2022 | Proposed<br>Budget Year<br>2023   |
| <b>Personnel Services:</b>                             |                                 |                                   |                                   |
| Salaries                                               |                                 |                                   |                                   |
| Fringe Benefits                                        |                                 |                                   |                                   |
| Health Insurance                                       |                                 |                                   |                                   |
| <b>Contractual Services:</b>                           |                                 |                                   |                                   |
| Indigent Services                                      |                                 |                                   |                                   |
| Legal Defense                                          |                                 |                                   |                                   |
| Witness Fees and Travel                                |                                 |                                   |                                   |
| Transcripts                                            | \$ 24,906.00                    | \$ 18,000.00                      | \$ 18,000.00                      |
| Medical/Psychiatric Exam                               | \$ 4,725.88                     | \$ 10,000.00                      | \$ 10,000.00                      |
| Other (Specify)                                        | \$ 8,835.00                     | \$ 6,700.00                       | \$ 6,700.00                       |
| Interpreter                                            |                                 |                                   |                                   |
| Juveniles GAL                                          |                                 |                                   |                                   |
| Mentally Ill GAL                                       |                                 |                                   |                                   |
| Alcoholic Treatment                                    |                                 |                                   |                                   |
| Drug Tests                                             |                                 |                                   |                                   |
| Judges pro tem                                         | \$ 0.00                         | \$ 700.00                         | \$ 700.00                         |
| Court Reporters                                        |                                 |                                   |                                   |
| <del>XXXXXX</del> Court Costs                          | \$ 1,913.50                     | \$ 3,500.00                       | \$ 3,500.00                       |
| Juror's Fees and Travel                                | \$ 15,512.85                    | \$ 20,700.00                      | \$ 20,700.00                      |
| Juror's meals                                          |                                 |                                   |                                   |
| Other (Specify)                                        | \$ 4,411.31                     | \$ 2,530.00                       | \$ 3,530.00                       |
| Other Contractual Svcs                                 |                                 |                                   |                                   |
| Travel                                                 | \$ 894.65                       | \$ 9,300.00                       | \$ 9,300.00                       |
| Education, Tuition, and Training                       | \$ 5,616.00                     | \$ 8,700.00                       | \$ 8,700.00                       |
| Equipment Rental                                       |                                 |                                   |                                   |
| Repair and Maintenance                                 | \$ 9,133.34                     | \$ 16,500.00                      | \$ 16,200.00                      |
| Microfilming                                           | \$ 16,118.06                    | \$ 7,000.00                       | \$ 11,000.00                      |
| Postage                                                | \$ 15,447.66                    | \$ 20,400.00                      | \$ 20,000.00                      |
| Rent (including utilities if applicable)               |                                 |                                   |                                   |
| Telephone                                              |                                 |                                   |                                   |
| Utilities                                              |                                 |                                   |                                   |
| Computer Services                                      | \$ 5,821.24                     | \$ 6,000.00                       | \$ 5,000.00                       |
| Fax Service                                            |                                 |                                   |                                   |
| <del>XXXXXX</del> Liability Ins                        | \$ 2,032.02                     | \$ 2,100.00                       | \$ 2,100.00                       |
| Other (Specify)                                        | \$ 1,360.30                     | \$ 1,500.00                       | \$ 1,500.00                       |
| Advertising                                            |                                 |                                   |                                   |
| <b>Commodities:</b>                                    |                                 |                                   |                                   |
| Printing and Office Supplies                           | \$ 15,549.93                    | \$ 21,000.00                      | \$ 19,500.00                      |
| Recording Tapes                                        |                                 |                                   |                                   |
| Other (Specify)                                        | \$ 7,376.58                     | \$ 13,200.00                      | \$ 13,500.00                      |
| Books / Subscriptions                                  |                                 |                                   |                                   |
| <b>Capital Outlay:</b>                                 |                                 |                                   |                                   |
| Office Equipment                                       | \$ 26,661.20                    | \$ 4,000.00                       | \$ 4,070.00                       |
| Recording Equipment                                    |                                 |                                   |                                   |
| Other (Specify)                                        | \$ 1,556.68                     | \$ 2,500.00                       | \$ 3,000.00                       |
| Computer / Printer                                     |                                 |                                   |                                   |
| <b>Total</b>                                           | <b>\$ 167,872.20</b>            | <b>\$ 174,330.00</b>              | <b>\$ 177,000.00</b>              |

Attachment: district court K.S.A. 20 349 document 2023 (12476 : Riley County District Court 2022 Budget)



**COUNTY CLERK & ELECTIONS**  
*Personnel*

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

## COMMISSION AGENDA REPORT

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**FROM:** Elizabeth Ward, Human Resource Manager

**MEETING:** October 6, 2022

**SUBJECT:** Sign Riley County Personnel Action Form(s)

**PRESENTER:** Elizabeth Ward, Human Resource Manager

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Enclosures:

- 2022-10 M Highsmith(green) (PDF)

# RILEY COUNTY PERSONNEL ACTION FORM

|                                            |                              |                              |
|--------------------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> Add               | Supervisor:                  | Fill Request Date: 9-28-2022 |
| <input checked="" type="checkbox"/> Change | Dept Head: Katharine Hensler | Employee #                   |

|                                      |                                        |                                   |                                               |                                          |
|--------------------------------------|----------------------------------------|-----------------------------------|-----------------------------------------------|------------------------------------------|
| <input type="checkbox"/> New Hire    | <input type="checkbox"/> Rehire        | <input type="checkbox"/> Transfer | <input checked="" type="checkbox"/> Promotion | <input type="checkbox"/> Separation from |
| <input type="checkbox"/> Step Change | <input type="checkbox"/> Status Change | <input type="checkbox"/> Demotion | <input type="checkbox"/> Other                | County Service                           |

|                                               |                                             |                                    |                                    |
|-----------------------------------------------|---------------------------------------------|------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> Full Time | <input checked="" type="checkbox"/> Regular | <input type="checkbox"/> As-Needed | <input type="checkbox"/> Seasonal  |
| <input type="checkbox"/> Part Time            | <input type="checkbox"/> Grant Funded       | <input type="checkbox"/> Intern    | <input type="checkbox"/> Temporary |

|           |         |  |  |
|-----------|---------|--|--|
| Highsmith | Melanie |  |  |
|-----------|---------|--|--|

Name: Last First Middle Home Phone

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

Address: Street City State Zip

|                               |        |               |
|-------------------------------|--------|---------------|
| Curator of Education & Design | Museum | 00001-0000017 |
|-------------------------------|--------|---------------|

Position Title Department Fund

|            |                                            |                                     |  |                                         |                             |
|------------|--------------------------------------------|-------------------------------------|--|-----------------------------------------|-----------------------------|
| 10-10-2022 | <input checked="" type="checkbox"/> Exempt | <input type="checkbox"/> Non-Exempt |  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------|--------------------------------------------|-------------------------------------|--|-----------------------------------------|-----------------------------|

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

|   |   |    |                               |             |                                               |                                        |                          |
|---|---|----|-------------------------------|-------------|-----------------------------------------------|----------------------------------------|--------------------------|
| N | 1 | \$ | <input type="checkbox"/> Hour | \$ 1,976.86 | <input checked="" type="checkbox"/> Bi-weekly | <input checked="" type="checkbox"/> 40 | <input type="checkbox"/> |
|---|---|----|-------------------------------|-------------|-----------------------------------------------|----------------------------------------|--------------------------|

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:  Date: 10/03/2022

Personnel:  10/04/22

BOCC

Chairman: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_



**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
October 13, 2022**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

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

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

[District 1 – John Ford, Member](#)

**8:30 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

**Commission Comments**

**Business Meeting**

1. Discuss Joint City/County/County Meeting

**Review Minutes**

**Review Tentative Agenda**

**Press Conference Topics**

**9:00 AM**

**Clancy Holeman, Counselor/Director of Administrative Services**

2. Administrative Work Session

**9:20 AM**

**Katharine Hensler, Museum Director**

3. Staff update

**9:30 AM**

**Shilo Heger, Treasurer**

4. Monthly Revenue Reports

**9:45 AM**

**Jason Smith, Manhattan Area Chamber of Commerce**

5. Economic development update

**10:00 AM**

**Julie Gibbs, Health Department Director**

6. Staff update

**10:30 AM**

**Shanika Rose, Health Educator**

7. Update

**11:00 AM**

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

Attachment: 10-13-22 tentative agenda (11703 : Tentative Agenda)

**Officer**

8. Monthly Cash Flow Reports

**11:20 AM****Russel Stukey, Emergency Management Director**

9. Staff update

**11:35 AM****Clancy Holeman, Counselor/Director of Administrative Services**

10. Executive session for preliminary discussions relating to the acquisition of real property

**Adjournment****Announcements**

Riley County Planning Board/Board of Zoning Appeals meeting will be held Monday, October 17th at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

The KAC Conference will be held Monday, October 17th - Wednesday, October 19th at the Sheraton Hotel and Overland Park Convention Center.

The Board of County Commissioners will not be in session on Monday, October 17th.

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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: 10-13-22 tentative agenda (11703 : Tentative Agenda)



**Board of Riley County  
Commissioners  
Regular Meeting  
TENTATIVE Agenda  
October 20, 2022**

115 North 4th Street  
Manhattan, KS 66502  
[www.rileycountyks.gov](http://www.rileycountyks.gov)

Cindy Kabriel  
785-565-6200

**Commission Chambers**

**8:30 AM**

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

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

[District 1 – John Ford, Member](#)

**8:30 AM**

**Call to Order**

**Pledge of Allegiance**

**Public Comment**

**Commission Comments**

**Business Meeting**

1. Approve payroll/accounts payables (when completed)

**Review Minutes**

**Review Tentative Agenda**

**Press Conference Topics**

**9:00 AM**

**Dani Hallgren and Lee Wolf, Konza Prairie Community Health and Dental Center**

2. Konza Prairie Community Health and Dental Center update

**9:30 AM**

**Clancy Holeman, Counselor/Director of Administrative Services**

3. Administrative Work Session

**9:50 AM**

**John Ellermann, Public Works Director/County Engineer**

4. Bid opening for High Plains Ranch Road asphalt overlay project

**10:00 AM**

**Gary Fike, County Extension Director**

5. Staff update

**10:15 AM**

**Kurt Moldrup, Interim RCPD Director**

6. RCPD update

**10:30 AM**

**Clancy Holeman, Counselor/Director of Administrative Services**

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

Attachment: 10-20-22 tentative agenda (11703 : Tentative Agenda)

**4:00 PM          Joint City/County/County Meeting (at County Offices)**

**Adjournment**

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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: 10-20-22 tentative agenda (11703 : Tentative Agenda)



**NOXIOUS WEED/HHW**  
*Staff Update*

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

## STAFF REPORT

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**FROM:** Michael Boller Director Riley Co Noxious Weed Dept  
**MEETING:** October 6, 2022  
**SUBJECT:** Staff Update  
**PRESENTER:** Michael Boller Director Riley Co Noxious Weed Dept

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Enclosures:

- 10-6-22 Staff Report (DOC)

## Riley County Noxious Weed/HHW Department

Michael Boller, Director

October 6, 2022

### Staff Report

#### Noxious Weed/Mowing:

- Spot spraying Sericea Lespedeza on county roads and KDOT has been completed.
- Fall solid spraying for the lower two-thirds of the county has begun and will continue throughout the month of October. It is nearly 60% complete.
- The third round of mowing on county roads began last month and is 50% complete. The third round will include at least two passes and in many areas includes mowing out to the fence line. This helps to assist in mechanical brush control, snow drifting problems and to allow motorists to see deer crossing the road.
- Next operation will be tree trimming and removal. This is a cooperative effort with the Public Works Department and is scheduled to commence second week in November.

#### HHW:

- Next HHW collection at Howie's Recycling is Saturday, October 8, 2022 from 8:00am to 12:00 noon. No business waste will be accepted at this event or truckloads of material.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and 5 gallon containers available. Our office is open Monday – Friday from 7:30am to 4:00pm for assistance.
- Annual HHW 24 hour training was conducted the last week of September. A training tour occurred at Riley Co HHW which was conducted by Justin Brenner.
- Contracts were signed with Cleary Buildings to replace the storage building destroyed in June storm. Construction is slated to begin between January / May 2023.
- Both tractors that were damaged in the storm have been repaired and back in service.
- The secondary storage building also known as the 'horse barn' has been repaired as of the beginning of October.
- I will be attending the KAC conference starting October 17<sup>th</sup>.



**COUNTY APPRAISER'S OFFICE**  
*Staff Update*

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

## STAFF REPORT

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**FROM:** Anna Burson  
**MEETING:** October 6, 2022  
**SUBJECT:** Appraiser's Office Update  
**PRESENTER:** Anna Burson

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**Enclosures:**

- 10-06-22 Appraiser's Office Commission Meeting update (DOCX)
- BOTA SUMMARY SCHEDULE UPDATE 9-12-22 (XLSX)
- BOTA DETAIL SCHEDULE UPDATE 9-12-22 (XLSX)

## Appraiser's Office Report

BOCC

October 6<sup>th</sup>, 2022

- **Personal property-**

- Staff is currently preparing for the October Certification.
- Annual review of AG properties is almost complete, and sales continue to be reviewed.
- Watercraft remains unchanged until the State provides the quarterly report.
- The Personal Property Appraiser I position has been posted.
- When time is available staff continue to scan historic documents cleaning up our personal property filing system.
- On January 1<sup>st</sup>, 2023, new proration rules will take effect for all personal property except mobile homes.

- **Residential-**

- Annual review has been completed apart from a few properties that have building permits, those will be reviewed during the building permit phase. Quality control continues through all phases.
- As of 9/28/22 we have had 1193 sales. Of which 1011 are residential properties that is an increase of 73 residential properties since the last update. The total permits for 2022 are 287 an increase of 26 from the last update.
- The County median sales ratio considering all sales is currently still sitting at 0.88 and the median sale price is \$215,000 almost identical to last month.
- As you are aware the 2022 Mid-Year ratio study was received from PVD, we are out of Statistical compliance on both Residential and Commercial. We are working to review the sales used for the analysis to ensure there are no discrepancies. This report supports what I spoke of during prior updates. With what we are seeing in the market our residential values are more typically below market. There is a high probability values could go up for 2023.
- Staff are working through residential land analysis and will have this wrapped up in the next couple weeks.
- The Residential Appraiser III-Land position posted on Monday.

- **Commercial-**

- I have included two spreadsheets summarizing the Commercial BOTA appeals docketed that are waiting to be scheduled. The first spreadsheet is a summary report including the figures by Business name and total appealed value. In addition, the second spreadsheet has a detailed summary by parcel ID #. There are no additional docketed BOTA cases since the last update keeping the County's total open BOTA cases at 65.
- Tenant interviews are complete, and staff are working through quality control.
- The new expanded commercial depreciation matrix as well as reviewing and implementing the economic life study of other improvements has been completed and implemented.
- Commercial analysis is in full swing.

- **Summary of other work-**

- The Appraiser's office CIP project was modified, and the vehicle order was sent over to Ford and received. I want to thank John Ellerman's staff for their assistance at every stage of this process.
- Updating position descriptions.

Attachment: 10-06-22 Appraiser's Office Commission Meeting update (12474 : Appraiser's Office Update)

| BOTA SUMMARY                                |      |                      |
|---------------------------------------------|------|----------------------|
| BUSINESS NAME/SITE                          | YEAR | Total                |
| A&W/NOODLES/ETC.                            | 2020 | \$ 2,100,000         |
|                                             | 2021 | \$ 1,770,000         |
|                                             | 2022 | \$ 1,670,000         |
| <b>A&amp;W/NOODLES/ETC. Total</b>           |      | <b>\$ 5,540,000</b>  |
| AUTO MUSEUM PARKING LOT                     | 2022 | \$ 1,220,060         |
| <b>AUTO MUSEUM PARKING LOT Total</b>        |      | <b>\$ 1,220,060</b>  |
| BED BATH & BEYOND                           | 2020 | \$ 4,585,000         |
|                                             | 2021 | \$ 4,125,000         |
|                                             | 2022 | \$ 4,015,000         |
| <b>BED BATH &amp; BEYOND Total</b>          |      | <b>\$ 12,725,000</b> |
| CENTRAL NATIONAL BANK                       | 2019 | \$ 1,067,700         |
|                                             | 2020 | \$ 1,038,100         |
|                                             | 2021 | \$ 1,038,100         |
|                                             | 2022 | \$ 1,049,900         |
| <b>CENTRAL NATIONAL BANK Total</b>          |      | <b>\$ 4,193,800</b>  |
| COLONIAL GARDENS                            | 2022 | \$ 7,941,430         |
| <b>COLONIAL GARDENS Total</b>               |      | <b>\$ 7,941,430</b>  |
| COLONIAL GARDENS - VACANT                   | 2022 | \$ 1,870             |
| <b>COLONIAL GARDENS - VACANT Total</b>      |      | <b>\$ 1,870</b>      |
| COLONIAL GARDENS MHP OFFICE                 | 2022 | \$ 407,900           |
| <b>COLONIAL GARDENS MHP OFFICE Total</b>    |      | <b>\$ 407,900</b>    |
| COUNTRY MEADOWS RESIDENCES                  | 2022 | \$ 5,666,700         |
| <b>COUNTRY MEADOWS RESIDENCES Total</b>     |      | <b>\$ 5,666,700</b>  |
| COURTYARD BY MARRIOTT                       | 2021 | \$ 14,651,580        |
|                                             | 2022 | \$ 17,330,300        |
| <b>COURTYARD BY MARRIOTT Total</b>          |      | <b>\$ 31,981,880</b> |
| GENESIS                                     | 2021 | \$ 7,674,200         |
|                                             | 2022 | \$ 8,152,300         |
| <b>GENESIS Total</b>                        |      | <b>\$ 15,826,500</b> |
| HILTON GARDEN INN                           | 2020 | \$ 11,301,990        |
|                                             | 2021 | \$ 7,509,900         |
| <b>HILTON GARDEN INN Total</b>              |      | <b>\$ 18,811,890</b> |
| HOLIDAY INN CAMPUS                          | 2021 | \$ 3,820,400         |
|                                             | 2022 | \$ 4,011,420         |
| <b>HOLIDAY INN CAMPUS Total</b>             |      | <b>\$ 7,831,820</b>  |
| HOLIDAY INN EXPRESS                         | 2021 | \$ 3,597,840         |
| <b>HOLIDAY INN EXPRESS Total</b>            |      | <b>\$ 3,597,840</b>  |
| HOME DEPOT                                  | 2020 | \$ 7,200,000         |
|                                             | 2021 | \$ 7,200,000         |
|                                             | 2022 | \$ 7,200,000         |
| <b>HOME DEPOT Total</b>                     |      | <b>\$ 21,600,000</b> |
| HY-VEE                                      | 2020 | \$ 6,750,000         |
|                                             | 2021 | \$ 6,750,000         |
|                                             | 2022 | \$ 7,000,000         |
| <b>HY-VEE Total</b>                         |      | <b>\$ 20,500,000</b> |
| ICON (HOUSTON STREET BALLROOM)              | 2020 | \$ 1,353,200         |
| <b>ICON (HOUSTON STREET BALLROOM) Total</b> |      | <b>\$ 1,353,200</b>  |
| IHOP                                        | 2019 | \$ 1,974,000         |
|                                             | 2020 | \$ 1,974,000         |
|                                             | 2021 | \$ 1,974,000         |
| <b>IHOP Total</b>                           |      | <b>\$ 5,922,000</b>  |
| MCALISTER'S                                 | 2020 | \$ 1,375,000         |
|                                             | 2021 | \$ 1,160,000         |
|                                             | 2022 | \$ 1,090,000         |
| <b>MCALISTER'S Total</b>                    |      | <b>\$ 3,625,000</b>  |
| MHTTN SURGICAL HOSPITAL                     | 2022 | \$ 6,149,400         |
| <b>MHTTN SURGICAL HOSPITAL Total</b>        |      | <b>\$ 6,149,400</b>  |
| MID TOWN PLAZA                              | 2020 | \$ 1,098,850         |

|                                               |      |           |                      |
|-----------------------------------------------|------|-----------|----------------------|
|                                               | 2021 | \$        | 1,094,420            |
| <b>MID TOWN PLAZA Total</b>                   |      | <b>\$</b> | <b>2,193,270</b>     |
| PARKING LOT ON HOUSTON STREET                 | 2020 | \$        | 208,650              |
|                                               | 2021 | \$        | 213,080              |
| <b>PARKING LOT ON HOUSTON STREET Total</b>    |      | <b>\$</b> | <b>421,730</b>       |
| PARKWOOD INN & SUITES                         | 2020 | \$        | 1,550,000            |
|                                               | 2021 | \$        | 1,215,790            |
| <b>PARKWOOD INN &amp; SUITES Total</b>        |      | <b>\$</b> | <b>2,765,790</b>     |
| TARGET                                        | 2020 | \$        | 9,850,000            |
|                                               | 2021 | \$        | 9,700,000            |
|                                               | 2022 | \$        | 9,700,000            |
| <b>TARGET Total</b>                           |      | <b>\$</b> | <b>29,250,000</b>    |
| VACANT - WAS PAUL MITCHELL SALON              | 2020 | \$        | 745,000              |
|                                               | 2021 | \$        | 630,000              |
|                                               | 2022 | \$        | 380,000              |
| <b>VACANT - WAS PAUL MITCHELL SALON Total</b> |      | <b>\$</b> | <b>1,755,000</b>     |
| WALGREENS (ANDERSON AVE)                      | 2020 | \$        | 2,715,200            |
|                                               | 2021 | \$        | 2,812,400            |
|                                               | 2022 | \$        | 2,812,400            |
| <b>WALGREENS (ANDERSON AVE) Total</b>         |      | <b>\$</b> | <b>8,340,000</b>     |
| WALGREENS (BLUEMONT)                          | 2020 | \$        | 2,398,740            |
|                                               | 2021 | \$        | 2,478,940            |
|                                               | 2022 | \$        | 2,480,660            |
| <b>WALGREENS (BLUEMONT) Total</b>             |      | <b>\$</b> | <b>7,358,340</b>     |
| WALGREENS (BLUEMONT) PARKING LOT              | 2020 | \$        | 253,160              |
|                                               | 2021 | \$        | 267,760              |
|                                               | 2022 | \$        | 266,040              |
| <b>WALGREENS (BLUEMONT) PARKING LOT Total</b> |      | <b>\$</b> | <b>786,960</b>       |
| WESTLOOP SHOPPING CENTER                      | 2020 | \$        | 22,914,700           |
|                                               | 2021 | \$        | 22,833,000           |
|                                               | 2022 | \$        | 23,790,490           |
| <b>WESTLOOP SHOPPING CENTER Total</b>         |      | <b>\$</b> | <b>69,538,190</b>    |
| <b>Grand Total Appraised</b>                  |      | <b>\$</b> | <b>297,305,570</b>   |
| <b>Grand Total Assessed Value</b>             |      | <b>\$</b> | <b>74,326,392.50</b> |

| DOCKET        | PARCEL NUMBER               | QR#     | YEAR | APPLICANT                            | PROPERTY OWNER                        | BUSINESS NAME/SITE               | COUNTY<br>VALUE | TAXPAYER<br>VALUE |
|---------------|-----------------------------|---------|------|--------------------------------------|---------------------------------------|----------------------------------|-----------------|-------------------|
| 2022-1383-EQ  | 081-189-31-0-00-00-007.00-0 | R6092   | 2022 | FLANAGAN/BILTON LLC                  | COLONIAL GARDENS LLC (3050 TCB)       | COLONIAL GARDENS MHP OFFICE      | \$407,900       | \$305,000         |
| 2022-1382-EQ  | 081-189-31-0-00-00-010.00-0 | R6096   | 2022 | FLANAGAN/BILTON LLC                  | COLONIAL GARDENS LLC (3000 TCB)       | COLONIAL GARDENS                 | \$7,941,430     | \$6,000,000       |
| 2022-679-EQ   | 081-189-31-0-00-00-012.01-0 | R6098   | 2022 | MATT CANTESE                         | COUNTRY MEADOWS RESIDENCES            | COUNTRY MEADOWS RESIDENCES       | \$5,666,700     | ??                |
| 2022-1384-EQ  | 081-189-31-0-00-00-017.01-0 | R6104   | 2022 | FLANAGAN/BILTON LLC                  | COLONIAL GARDENS LLC (0000 E MARLATT) | COLONIAL GARDENS - VACANT        | \$1,870         | \$1,500           |
| 2020-6179-PR  | 081-203-07-2-80-01-001.02-0 | R9273   | 2019 | JOSEPH CASAD/TAX VALUE SPECIALISTS   | BJS, INC                              | IHOP                             | \$1,974,000     | ?                 |
| 2020-6180-EQ  | 081-203-07-2-80-01-001.02-0 | R9273   | 2020 | JOSEPH CASAD/TAX VALUE SPECIALISTS   | BJS, INC                              | IHOP                             | \$1,974,000     | \$1,482,207       |
| 2021-1105-EQ  | 081-203-07-2-80-01-001.02-0 | R9273   | 2021 | JOSEPH CASAD/TAX VALUE SPECIALISTS   | BJS, INC                              | IHOP                             | \$1,974,000     |                   |
| 2020-1714-EQ  | 081-204-18-2-10-18-001.00-0 | R9845   | 2020 | SAVAGE & BROWNING                    | MHTTTN MARKETPLACE                    | A&W/NOODLES/ETC.                 | \$2,100,000     | ?                 |
| 2021-5574-EQ  | 081-204-18-2-10-18-001.00-0 | R9845   | 2021 | SAVAGE & BROWNING                    | MHTTTN MARKETPLACE                    | A&W/NOODLES/ETC.                 | \$1,770,000     |                   |
| 2022-1386-EQ  | 081-204-18-2-10-18-001.00-0 | R9845   | 2022 | SAVAGE & BROWNING                    | MHTTTN MARKETPLACE                    | A&W/NOODLES/ETC.                 | \$1,670,000     | ??                |
| 2020-1099-EQ  | 081-204-18-2-10-18-001.01-0 | R9846   | 2020 | LINDA TERRILL - PROP TAX LAW GROUP   | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT | \$133,660       | ?                 |
| 2021-1437-EQ  | 081-204-18-2-10-18-001.01-0 | R9846   | 2021 | LINDA TERRILL - PROP TAX LAW GROUP   | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT | \$140,910       | prior year value  |
| 2022-2165-EQ  | 081-204-18-2-10-18-001.01-0 | R9846   | 2022 | PROPERTY TAX LAW GROUP-LINDA TERRILL | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT | \$140,040       | ??                |
| 2020-1097-EQ  | 081-204-18-2-10-18-002.00-0 | R9847   | 2020 | LINDA TERRILL - PROP TAX LAW GROUP   | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)             | \$2,398,740     | ?                 |
| 2021-1435-EQ  | 081-204-18-2-10-18-002.00-0 | R9847   | 2021 | LINDA TERRILL - PROP TAX LAW GROUP   | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)             | \$2,478,940     | prior year value  |
| 2022-2164-EQ  | 081-204-18-2-10-18-002.00-0 | R9847   | 2022 | PROPERTY TAX LAW GROUP-LINDA TERRILL | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT)             | \$2,480,660     | ??                |
| 2020-1098-EQ  | 081-204-18-2-10-18-011.00-0 | R9848   | 2020 | LINDA TERRILL - PROP TAX LAW GROUP   | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT | \$119,500       | ?                 |
| 2021-1436-EQ  | 081-204-18-2-10-18-011.00-0 | R9848   | 2021 | LINDA TERRILL - PROP TAX LAW GROUP   | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT | \$126,850       | prior year value  |
| 23022-2166-EQ | 081-204-18-2-10-18-011.00-0 | R9848   | 2022 | PROPERTY TAX LAW GROUP-LINDA TERRILL | WG-7060 KS, LLC                       | WALGREENS (BLUEMONT) PARKING LOT | \$126,000       | ??                |
| 2020-1509-EQ  | 081-204-18-2-10-20-001.00-0 | R9850   | 2020 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | HY-VEE INC                            | HY-VEE                           | \$6,750,000     | ?                 |
| 2021-3394-EQ  | 081-204-18-2-10-20-001.00-0 | R9850   | 2021 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | HY-VEE INC                            | HY-VEE                           | \$6,750,000     | \$3,375,000       |
| 2022-1279-EQ  | 081-204-18-2-10-20-001.00-0 | R9850   | 2022 | J. W. CHATAM & ASSOC                 | HY-VEE INC                            | HY-VEE                           | \$7,000,000     |                   |
| 2021-285-PR   | 081-204-18-2-10-20-004.02-0 | R9855   | 2020 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                      | \$1,375,000     | ?                 |
| 2021-5575-EQ  | 081-204-18-2-10-20-004.02-0 | R9855   | 2021 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                      | \$1,160,000     |                   |
| 2022-1387-EQ  | 081-204-18-2-10-20-004.02-0 | R9855   | 2022 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | MCALISTER'S                      | \$1,090,000     | ??                |
| 2020-1713-EQ  | 081-204-18-2-10-20-005.00-0 | R9857   | 2020 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | BED BATH & BEYOND                | \$4,585,000     | ?                 |
| 2021-2046-EQ  | 081-204-18-2-10-20-005.00-0 | R9857   | 2021 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | BED BATH & BEYOND                | \$4,125,000     |                   |
| 2022-1385-EQ  | 081-204-18-2-10-20-005.00-0 | R9857   | 2022 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | BED BATH & BEYOND                | \$4,015,000     | ??                |
| 2020-1715-EQ  | 081-204-18-2-10-20-013.00-0 | R302812 | 2020 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON | \$745,000       | ?                 |
| 2021-5576-EQ  | 081-204-18-2-10-20-013.00-0 | R302812 | 2021 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON | \$630,000       |                   |
| 2022-1388-EQ  | 081-204-18-2-10-20-013.00-0 | R302812 | 2022 | SAVAGE & BROWNING                    | MANHATTAN MARKETPLACE SC LLC          | VACANT - WAS PAUL MITCHELL SALON | \$380,000       | ??                |
| 2021-1615-EQ  | 081-204-18-2-20-19-001.00-0 | R10250  | 2021 | MHI-MANHATTAN 2 LLC                  | PR MIG MANHATTAN OWNER LLC            | COURTYARD BY MARRIOTT            | \$14,651,580    |                   |
| 2022-2176-EQ  | 081-204-18-2-20-19-001.00-0 | R10250  | 2022 | MHI-MANHATTAN 2 LLC                  | PR MIG MANHATTAN OWNER LLC            | COURTYARD BY MARRIOTT            | \$17,330,300    | ??                |
| 2021-1662-EQ  | 081-204-18-2-30-03-004.00-0 | R10629  | 2021 | BREER LAW FIRM - KEVIN BREER         | KSU REAL ESTATE FUND LLC              | HOLIDAY INN CAMPUS               | \$3,820,400     | ?                 |
| 2022-2163-EQ  | 081-204-18-2-30-03-004.00-0 | R10629  | 2022 | BREER LAW FIRM - KEVIN BREER         | KSU REAL ESTATE FUND LLC              | HOLIDAY INN CAMPUS               | \$4,011,420     | ??                |
| 2021-383-PR   | 081-204-18-2-60-31-005.00-0 | R11572  | 2020 | LINDA TERRILL - PROP TAX LAW GROUP   | PARKWOOD LLC                          | PARKWOOD INN & SUITES            | \$1,550,000     | \$700,000         |
| 2021-1438-EQ  | 081-204-18-2-60-31-005.00-0 | R11572  | 2021 | LINDA TERRILL - PROP TAX LAW GROUP   | PARKWOOD LLC                          | PARKWOOD INN & SUITES            | \$1,215,790     | prior year value  |
| 2021-420-PR   | 081-204-18-2-80-09-014.00-0 | R12120  | 2020 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | ICON INVESTMENTS LLC                  | PARKING LOT ON HOUSTON STREET    | \$208,650       | \$100,000         |
| 2021-3485-EQ  | 081-204-18-2-80-09-014.00-0 | R12120  | 2021 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | ICON INVESTMENTS LLC                  | PARKING LOT ON HOUSTON STREET    | \$213,080       | \$106,500         |
| 2021-419-PR   | 081-204-18-2-80-09-015.00-0 | R12121  | 2020 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | ICON INVESTMENTS LLC                  | MID TOWN PLAZA                   | \$1,098,850     | \$550,000         |
| 2021-3486-EQ  | 081-204-18-2-80-09-015.00-0 | R12121  | 2021 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | ICON INVESTMENTS LLC                  | MID TOWN PLAZA                   | \$1,094,420     | \$547,000         |
| 2021-418-PR   | 081-204-18-2-80-14-002.00-0 | R12158  | 2020 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | ICON INVESTMENTS LLC                  | ICON (HOUSTON STREET BALLROOM)   | \$1,353,200     | \$675,000         |
| 2021-336-PR   | 081-204-18-2-80-26-001.00-0 | R12229  | 2020 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | HCW-MANHATTAN, LLC                    | HILTON GARDEN INN                | \$11,301,990    | ?                 |
| 2021-1398-PR  | 081-204-18-2-80-26-001.00-0 | R12229  | 2021 | HCW-MANHATTAN, LLC                   | HCW-MANHATTAN, LLC                    | HILTON GARDEN INN                | \$7,509,900     |                   |
| 2021-2065-EQ  | 081-204-18-2-80-28-004.00-0 | R12236  | 2021 | BREER LAW FIRM - KEVIN BREER         | MANHATTAN HOTELS LLC                  | HOLIDAY INN EXPRESS              | \$3,597,840     | ?                 |
| 2020-1749-EQ  | 081-211-11-0-40-13-003.00-0 | R15610  | 2020 | SAVAGE & BROWNING                    | CENTRO BRADLEY SPE 3 LLC              | WESTLOOP SHOPPING CENTER         | \$22,914,700    | ?                 |
| 2021-1660-EQ  | 081-211-11-0-40-13-003.00-0 | R15610  | 2021 | SAVAGE & BROWNING - TIMOTHY SCHENDT  | CENTRO BRADLEY SPE 3 LLC              | WESTLOOP SHOPPING CENTER         | \$22,833,000    | ?                 |
| 2022-2172-EQ  | 081-211-11-0-40-13-003.00-0 | R15610  | 2022 | SAVAGE & BROWNING - TIMOTHY SCHENDT  | CENTRO BRADLEY SPE 3 LLC              | WESTLOOP SHOPPING CENTER         | \$23,790,490    | ??                |
| 2022-1278--EQ | 081-211-12-0-20-01-027.01-0 | R15647  | 2022 | J. W. CHATAM & ASSOC                 | MERCY HEALTH CENTER OF MANHATTAN      | MHTTN SURGICAL HOSPITAL          | \$6,149,400     | ?                 |

|              |                             |        |      |                                      |                                   |                          |               |                  |
|--------------|-----------------------------|--------|------|--------------------------------------|-----------------------------------|--------------------------|---------------|------------------|
| 2020-1523-EQ | 081-211-12-0-30-01-008.02   | R16065 | 2019 | ROBERT MUNSON                        | CENTRAL NATIONAL BANK             | CENTRAL NATIONAL BANK    | \$1,067,700   | ?                |
| 2020-1523-EQ | 081-211-12-0-30-01-008.02   | R16065 | 2020 | ROBERT MUNSON                        | CENTRAL NATIONAL BANK             | CENTRAL NATIONAL BANK    | \$1,038,100   | ?                |
| 2021-3483-EQ | 081-211-12-0-30-01-008.02-0 | R16065 | 2021 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | CENTRAL NATIONAL BANK             | CENTRAL NATIONAL BANK    | \$1,038,100   | \$519,050        |
| 2022-1276-EQ | 081-211-12-0-30-01-008.02-0 | R16065 | 2022 | J. W. CHATAM & ASSOC                 | CENTRAL NATIONAL BANK             | CENTRAL NATIONAL BANK    | \$1,049,900   | \$500,000        |
| 2020-915-EQ  | 081-211-12-0-30-11-004.01.0 | R16204 | 2020 | LINDA TERRILL - PROP TAX LAW GROUP   | GLASS INVESTMENTS LLC             | WALGREENS (ANDERSON AVE) | \$2,715,200   | ?                |
| 2021-1439-EQ | 081-211-12-0-30-11-004.01-0 | R16204 | 2021 | LINDA TERRILL - PROP TAX LAW GROUP   | GLASS INVESTMENTS LLC             | WALGREENS (ANDERSON AVE) | \$2,812,400   | prior year value |
| 2022-2155-EQ | 081-211-12-0-30-11-004.01-0 | R16204 | 2022 | PROPERTY TAX LAW GROUP-LINDA TERRILL | GLASS INVESTMENTS LLC             | WALGREENS (ANDERSON AVE) | \$2,812,400   | ??               |
| 2022-5112-EQ | 081-216-14-0-10-03-006.02-0 | R19739 | 2022 | CHATAM & ASSOCIATES                  | ICON INVESTMENTS LLC              | AUTO MUSEUM PARKING LOT  | \$1,220,060   | \$600,000        |
| 2021-3484-EQ | 081-216-23-0-10-08-001.00-0 | R20575 | 2021 | BLAKE NEWELL - J.W.W CHATAM & AASOC  | GENESIS HEALTH CLUBS OF MHTTN LLC | GENESIS                  | \$7,674,200   | \$3,873,100      |
| 2022-1277-EQ | 081-216-23-0-10-08-010.00-0 | R20575 | 2022 | J. W. CHATAM & ASSOC                 | GENESIS HEALTH CLUBS OF MHTTN LLC | GENESIS                  | \$8,152,300   | \$4,000,000      |
| 2020-1525-EQ | 081-216-24-0-20-01-002.00-0 | R21281 | 2020 | LATHROP & GAGE LLP, R. SCOTT BEELER  | HD DEVELOPMENT OF MARYLAND        | HOME DEPOT               | \$7,200,000   | \$4,070,000      |
| 2021-2023-EQ | 081-216-24-0-20-01-002.00-0 | R21281 | 2021 | LATHROP & GAGE LLP, R. SCOTT BEELER  | HD DEVELOPMENT OF MARYLAND        | HOME DEPOT               | \$7,200,000   | \$4,070,000      |
| 2022-1355-EQ | 081-216-24-0-20-01-002.00-0 | R21281 | 2022 | LATHROP & GAGE LLP, R. SCOTT BEELER  | HD DEVELOPMENT OF MARYLAND        | HOME DEPOT               | \$7,200,000   | \$4,070,000      |
| 2020-914-EQ  | 081-216-24-0-20-02-001.00-0 | R21288 | 2020 | LINDA TERRILL - PROP TAX LAW GROUP   | TARGET CORPORATION                | TARGET                   | \$9,850,000   | ?                |
| 2021-1440-EQ | 081-216-24-0-20-02-001.00-0 | R21288 | 2021 | LINDA TERRILL - PROP TAX LAW GROUP   | TARGET CORPORATION                | TARGET                   | \$9,700,000   | prior year value |
| 2022-2157-EQ | 081-216-24-0-20-02-001.00-0 | R21288 | 2022 | PROPERTY TAX LAW GROUP-LINDA TERRILL | TARGET CORPORATION                | TARGET                   | \$9,700,000   | ??               |
| Grand Total  |                             |        |      |                                      |                                   |                          | \$297,305,570 |                  |



**PLANNING & DEVELOPMENT**  
*Staff Update*

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

## STAFF REPORT

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**FROM:** Amanda Webb, Planning Director

**MEETING:** October 6, 2022

**SUBJECT:** Planning & Development - Staff Update

**PRESENTER:** Amanda Webb, Planning Director

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Enclosures:

- September PD Update (PDF)
- 10 - October Staff Update (PDF)



## PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

**Date:** October 6, 2022

**To:** Riley County Board of County Commissioners

**From:** Amanda Webb, Planning & Special Projects Director

**Re:** Planning & Development September Staff Update

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October is National Community Planning Month. The Board of County Commissioners signed a proclamation designating such at their September 26 meeting.

### Current Planning Petitions:

- The Riley County Board of Zoning Appeals (BZA) heard the following in September:
  - SAVE farm Conditional Use request for an agriculture-related vocational school (the BZA is the final decision-making authority on conditional use permits)
- The Riley County Planning Board (RCPB) and Board of County Commissioners heard the following in September:
  - A request by Douglas and Rebecca Pishney for a Residential Use Designator – Extraneous Farmstead and concurrent plat.

### Petitions coming up in October:

- A request by Rodney and Cheri Simmer for a Residential Use Designator – Extraneous Farmstead and concurrent plat.

### Short Term Rentals:

- Letters were sent to existing short term rental operators in August alerting them to the new regulations and license requirements. We have sent follow up letters to those we still haven't heard from giving them a 30-day deadline to submit.
- We have received four (4) short term rental license applications so far.

### Battery recycling educational program:

- KDHE Solid Waste Grant ended July 31, 2022.
  - KDHE has closed out the grant and issued final payment
- Ordered informational flyers and "reminder" stickers:
  - Many stickers placed on totes around town and distributed at community events.
    - Extension and 4H will help place stickers on totes.
  - Stickers and flyers have been sent to some haulers for their inclusion in utility bills and other mailers.
  - Working on a magnet to place on select county vehicles.
- Continuing outreach efforts:
  - One of the committee members gave a battery recycling presentation to the Kiwanis in September.
  - We have two presentations coming up over the next few months with more to be scheduled soon.

Attachment: September PD Update (12468 : Staff Update)

Keats sewer benefit district:

- There is currently no identified available space within/around the district for a lagoon.
- Staff is working with Witt O'Brien's consultants on other potential funding sources for the project.
- The SPARK Executive Committee has recommended allocating \$10 million for a local water and sewer project program. The application window won't open until next year, but our consultant will help us track this. More information to come.

**Other projects:**New permit software implementation

GovBuilt, our new permit software, is now live! GovBuilt staff have been on site with us since we officially went live on September 19 to help with the transition. The program is fully online which means anyone with an internet connection can access. People can apply, check status, pay, and have permits issued all online. People can still submit paper copies and pay over the counter too. We plan to assist contractors with using the system and will also include other departments, such as Public Works and Emergency Management, in the program. We have unlimited user accounts for the county. The website is <https://rileycountyks.govbuilt.com/>.

Riverfront MHK:

- I am serving on the nine-member Kansas Riverfront Development Committee.
- At the City/County joint meeting, Phil Anderson presented a consultant proposal to prepare a master plan for the Kansas riverfront. Both entities expressed support and now fundraising will officially begin.
- The committee asks that the BOCC (as well as the City Commission) provide a resolution of support for the project. That resolution will be before you in the coming weeks.

Comprehensive Plan update:

- There is now a dedicated webpage for the update (<https://www.rileycountyks.gov/2032/Comprehensive-Plan-Update>). Right now, there is basic information on this page which will be updated and expanded as we move through the process. The webpage will also provide people the opportunity to receive notifications (via email) as well as provide comments and share ideas. Thank you to Vivienne for helping me with this!
- BOCC allocated \$25,000 of 2023 Economic Development funds for consultant assistance with the potential for additional funding in 2024. I anticipate the consultant to assist with some of the more technical aspects including updating population/demographics and land use inventories. They will also help facilitate public and stakeholder engagement. A Request for Proposals is forthcoming.

Grants

- The SPARK Executive Committee has released recommendations for investment in four buckets: Connectivity, Efficiency and Modernization, Health and Education, and Economic Revitalization. As mentioned above, they are further recommending funding towards local sewer and water programs. This falls under the "Economic Revitalization" category.
- I met with Natalie Gordon who is a part of the Chamber's childcare task force. We discussed potential grants and funding, including SPARK. Childcare was identified as a priority for the region and is a big part of the Rural Economic Development Advisory Board's work.

Fee schedule review

- Reviewing current Planning & Development fees
- Compiling data

Other

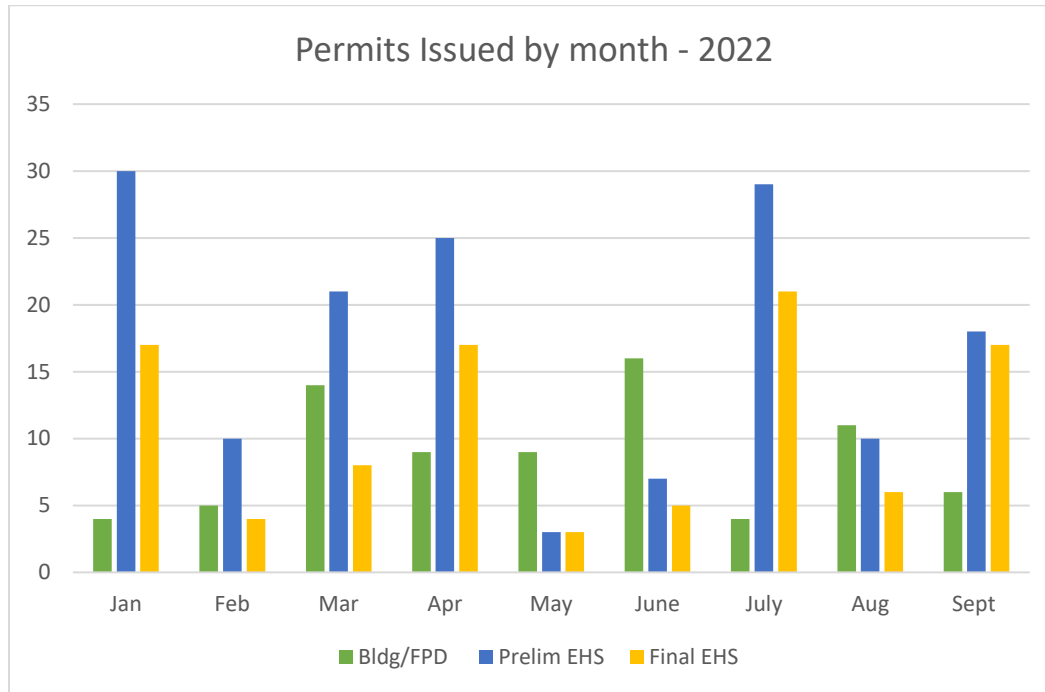
We have lost our as-needed Clerical Assistant for personal reasons. I do not plan to rush into the rehiring process right away as we have a lot going on. In the meantime, we will take some time to review various procedures and make changes to increase efficiency. I'll be back before you when it is time to start the rehiring process.

**Also attended:**

- Downtown Manhattan Inc.
- Flint Hills Wellness Coalition – 2022 Community Health Improvement Plan results/discussion meeting
- Active violence training
- Museum of Art & Light ceremonial groundbreaking
- Rural Economic Development Advisory Board meeting
- Riverfront MHK Committee meeting
- Joint city/county meeting
- Budget & Planning Committee meetings
- Total Compensation & Benefits Committee meetings
- Employee Day Committee meetings
- Will be attending KAC in October.
- Legal check in meeting – Planning & Development staff meets with Craig Cox to discuss pending violations and other projects needing legal input/direction.
- Perry Piper attended annual Kansas Environmental Health Association (KEHA) conference in Topeka.
- Darrin Hobbs attended the annual Kansas association of Floodplain Managers (KAFM) conference in Lawrence.

**September 2022 permits issued:**

|                                                     |    |
|-----------------------------------------------------|----|
| Building/floodplain development permit:             | 6  |
| Environmental Health Permits (Preliminary Approval) | 18 |
| Environmental Health Permits (Final/Use)            | 17 |



Planning and Development  
Staff Update  
September 28, 2022

| Projects                                                                                                                                    | Staff                      | Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Task                                                                                                                                                                                                                    | Start Date | Request to Prosecute | Deadline   |
|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|------------|
| Long Range Planning                                                                                                                         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
| Comprehensive Plan Update                                                                                                                   | Amanda Webb & Bob Isaac    | Vision 2025 adopted in October 2009 and is need of an update. Comprehensive plan update presentations where held before the Riley County Planning Board on May 9 and before the Manhattan Urban Area Planning Board on May 16. BOCC presentation was 6/27/22.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Kick off public participation and engaging stakeholders.                                                                                                                                                                | 11/1/2021  |                      | 6/30/2025  |
| Keats Sewer District                                                                                                                        | Amanda Webb & Perry Piper  | Sam Johnson working on final PER. Committee met with USDA. Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Sent letters to prospective property owners to inquire about purchasing 10 acres for a lagoon. No interest. Provided BOCC update 4/21/2022. Held working group meeting on 5/24/2022. Sent neighbor letter on 7/12/22. Neighbor is not interested.                                                                                                                                                                                                                                           | Exploring additional funding options.                                                                                                                                                                                   | 11/1/2014  |                      | 12/31/2022 |
| Sewer agreement for County shop area                                                                                                        | Clancy Holeman & Craig Cox | Met with City staff to discuss report and agreement. City staff analysis reveals that the sanitary system has adequate capacity for the proposed development area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Wait on City and County Counselors to draft agreement. Investigate water options. Update BOCC on process.                                                                                                               | 2/1/2014   |                      | TBD        |
| NG911 - Private Road Naming                                                                                                                 | Amanda Webb & Lisa Daily   | NG911 Committee met to discuss funding. Emergency Management has agreed to funding the advertising and filing fee as long as only two or three are done per year. Planning & Development has agreed to funding the postage. Committee decided to move forward with renaming a private road off Marlatt Avenue to Dodge Lane. Pre-notification letters were mailed 2/18/22. Second notification letters were mailed 3/21/22. Notice of public hearing letters mailed 5/2/22. BOCC approved 5/16/22. Completed 5/28/22. Scheduled committee meeting for 8/9/2022 to discuss S Chestnut Ln, Riley, KS. It was decided not to pursue this situation unless the property owner's bring it to the County's attention. | Schedule next NG911 Committee meeting.                                                                                                                                                                                  | 8/1/2015   |                      | 12/31/2022 |
| Develop Riley County - historic land use changes in Wildcat Creek Watershed                                                                 | Darrin Hobbs               | Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Present report to all participating entities.                                                                                                                                                                           | 6/1/2020   |                      | 12/31/2022 |
| Regulations                                                                                                                                 |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
|                                                                                                                                             |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
| Grants                                                                                                                                      |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
| Keats Sewer District                                                                                                                        | Amanda Webb                | Sam Johnson working on final PER. Committee met with USDA. Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Sent letters to prospective property owners to inquire about purchasing 10 acres for a lagoon. No interest. Provided BOCC update 4/21/2022. Held working group meeting on 5/24/2022. Sent neighbor letter on 7/12/22. Neighbor is not interested.                                                                                                                                                                                                                                           | Exploring additional funding options.                                                                                                                                                                                   | TBD        |                      | 12/31/2022 |
| KDHE Solid Waste Grant                                                                                                                      | Amanda Webb                | Awarded grant for battery recycling education program. Held meeting September 20th. Sticker design complete. 1000 stickers have been received. Committee met 2/24/2022. Ordered more stickers. Flyers have been completed. Grant closed 7/31/22.                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Grant closed out.                                                                                                                                                                                                       | 8/1/2021   |                      | 12/31/2022 |
| Current Planning                                                                                                                            |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
| Skyway Crossing - Replat & Rezone                                                                                                           | Bob Isaac                  | Plat filed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Project Closed                                                                                                                                                                                                          | 6/21/2022  |                      | 9/7/2022   |
| Hoard - Plat & Rezone                                                                                                                       | Bob Isaac                  | Plat filed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Project Closed                                                                                                                                                                                                          | 6/29/2022  |                      | 9/16/2022  |
| SAVE Farm - Conditional Use                                                                                                                 | Bob Isaac                  | BZA Approved                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Project Closed                                                                                                                                                                                                          | 7/27/2022  |                      | 9/23/2022  |
| Tegtmeier/LAWE LLC - PUD Amendment                                                                                                          | Bob Isaac                  | Conducted the RCPB and BOCC hearings. Resolution published. Appeal received and under review by legal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Waiting for legal response and need to go through appeal process. Plat needs to be filed depending outcome.                                                                                                             | 3/28/2022  |                      | 8/31/2022  |
| Pishney - RUD-EF & Plat                                                                                                                     | Bob Isaac                  | Plat filed with ROD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Verify if filed.                                                                                                                                                                                                        | 8/1/2022   |                      | 10/3/2022  |
| Simmer - RUD-EF & Plat                                                                                                                      | Bob Isaac                  | NOPH published.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Conduct RCPB hearing.                                                                                                                                                                                                   | 5/16/2022  |                      | 10/17/2022 |
| Permits                                                                                                                                     |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
| 22-0117-MRWW Dugan                                                                                                                          | Perry Piper                | Application received. Soil profile determined either lagoon or alternative system. Property owner will need to obtain a variance for a lagoon. Approved by BOCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Permit issued.                                                                                                                                                                                                          | 5/5/2022   |                      | 8/31/2022  |
| 21-0146-MRWW Worrel                                                                                                                         | Perry Piper & Craig Cox    | Application received and inspection completed. Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received. Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Sanitary Code Violation 21-0038.                                                                                                                                                                                                                                                                                                                    | Staff to review compliance options.                                                                                                                                                                                     | 7/8/2021   |                      | 12/31/2022 |
| 21-0185-ADGR Myers & Maupin (shed)                                                                                                          | Darrin Hobbs               | Inspections completed, determined a variance is required. Bob and Darrin contacted property owner. Followed up with Mr. Maupin and advised him to visit the Planner, Bob Isaac. Property owner to date has not contacted the Planner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Send violation notice.                                                                                                                                                                                                  | 8/23/2021  |                      | 10/15/2022 |
| 21-0228-MRWW Parker                                                                                                                         | Perry Piper                | Application received and processed. Site visit has been completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Applicant to complete repair.                                                                                                                                                                                           | 10/5/2021  |                      | 10/30/2022 |
| 20-0275-NBLD Williams                                                                                                                       | Darrin Hobbs               | Due to situation with lagoon, certificate of occupancy can not be issued. Permit to build was issued for a 4 bedroom home. Removed closet from 5th bedroom.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Need to conduct certificate of occupancy inspection once construction is complete.                                                                                                                                      | 11/19/2021 |                      | 10/15/2022 |
| 22-0116-ADRM Baxter                                                                                                                         | Darrin Hobbs               | Application received and processed. Site visit has been completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Await applicant to pump septic tank                                                                                                                                                                                     | 5/3/2022   |                      | 11/30/2022 |
| Swiercinsky - 4916 Lake Land Rd                                                                                                             | Perry Piper                | Requesting a variance for a holding tank. BOCC approved.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Property owner and contractor discussing of holding tanks.                                                                                                                                                              | 5/27/2021  |                      | 11/30/2022 |
| Willich - 5051 Prairie Falls Ln                                                                                                             | Perry Piper                | Soil profile conducted. Site has soil suitable for standard system however homeowner prefers a lagoon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Await property owner to submit request for hearing. Has until October 8th to file appeal.                                                                                                                               | 5/4/2022   |                      | 10/15/2022 |
| Property Maintenance Code Violations                                                                                                        |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
| Kilner - Unsafe structure                                                                                                                   | Craig Cox                  | Judge Bosch found Kilner in contempt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. Mr. Kilner hired an attorney (Bernard Irvine) to file an appeal. | 8/18/2016  |                      | 10/30/2022 |
| 21-0025 Harry Baxter - Dangerous Structure- 780 Tabor Valley Rd                                                                             | Darrin Hobbs               | Property owner is aware that the building needs to be torn down. Property owner stated he would temporarily repair the structure and then remove at later date. Property owner to make temporary repairs to use structure during remodeling of principal structure.                                                                                                                                                                                                                                                                                                                                                                                                                                             | Follow up with property owner.                                                                                                                                                                                          | 4/27/2021  |                      | 12/31/2022 |
| Hermesch - Unsafe structure                                                                                                                 | Clancy Holeman             | Counselor met with P&D staff for Property Maintenance Code application. Photos of property taken.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Counsel put property in 2018 tax case for 2014 & 2015 delinquent taxes.                                                                                                                                                 | 11/24/2015 |                      | TBD        |
| 21-0088 Tuttle Terr - Inoperable vehicles/Unregistered vehicles, Mobile Homes that could be harboring rodents and animals, appliances, etc. | Darrin Hobbs               | Inspection conducted and notification letter sent. Notification letter sent. No response, sent notice of violation. Due to violations, unable to issue Mobile Home Park license. Water leak has been repaired. Trash issues have been taken care of. Sent another violation notice due to trash situation. Possible new property owner.                                                                                                                                                                                                                                                                                                                                                                         | Await sale of property.                                                                                                                                                                                                 | 12/9/2021  |                      | 12/31/2022 |
| Zoning Violations                                                                                                                           |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |            |                      |            |
| Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050                                                                     | Craig Cox                  | Staff met with Charlotte Doyle on 8.31.2021. Staff inspected septic on July 25, 2022. Septic surfacing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Replat property and comply with zoning regulations. Replace septic system.                                                                                                                                              | 12/17/2010 | 4/17/2012            | 10/30/2022 |

Attachment: 10 - October Staff Update (12468 : Staff Update)

| Projects                                                                           | Staff                    | Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Task                                                                                                                                                                                                                        | Start Date | Request to Prosecute | Deadline   |
|------------------------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|------------|
| Doyle - Illegal salvage at residence Violation #05-0007                            | Craig Cox                | Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021.                                                                                                             | Schedule a site visit.                                                                                                                                                                                                      | 4/15/2013  | 5/1/2014             | 10/30/2022 |
| Zeller/Thomas - Illegal sign                                                       | Craig Cox                | Owner has limited signage to MHK Airport (governmental entity).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Counsel to schedule meeting with staff to discuss case status.                                                                                                                                                              | 12/1/2011  | 9/27/2012            | 10/30/2022 |
| Kilner - Unsafe structure                                                          | Craig Cox                | Judge Bosch found Kilner in contempt.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Mr. Kilner hired an attorney (Bernard Irvine) to file an appeal.                                                                   | 8/18/2016  |                      | 10/30/2022 |
| 20-0063 - Satterlee: Inoperable vehicles and campers                               | Darrin Hobbs             | Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map. I sent another letter to the property owner on 6/15/2022, stating that this will be turned over to legal if no progress is made.                                                                                                                                                                                                                                | Monitor progress.                                                                                                                                                                                                           | 9/27/2021  |                      | 12/31/2022 |
| 20-0077 - Scott - Illegal salvage operation in residential zoning                  | Darrin Hobbs             | Inspection completed and sent notification letter to property owner. Met with property owner on site and will be removing some items by 3/1/2021. Property owner <u>compiling information for registered vehicles.</u>                                                                                                                                                                                                                                                                                                                                                                                             | Await for property owner to schedule site inspection.                                                                                                                                                                       | 12/8/2020  |                      | 12/31/2022 |
| 21-0053 Myers - building without a permit                                          | Darrin Hobbs             | Inspection completed, Notification Letter and Violation Notice sent. Applications received and processed. Bob and Darrin visited with property owner on 10/27/21 to confirm a Certificate of Survey would need to be done to confirm if the "well house" is located in the building setback. Property owner indicated he wanted to seek legal counsel. 6/15/2022 I spoke with Wes Maupin today about where he was at on the variance process. I encouraged him to call and talk to Bob about the situation. He said that he has never talked to Bob. Send notice of violation for failing to apply for a variance. | Send violation notice.                                                                                                                                                                                                      | 7/14/2021  |                      | 10/30/2022 |
| 20-0079 Miller - Illegal auto repair and salvage operation 1382 Pillsbury Dr       | Darrin Hobbs             | Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner. Sent violation, final notice, property owner met with staff and agreed to provide a plan to abate the violation. No response or plan received. Per legal recommendations, starting process again with a new violation number. New notice of violation and final notice <u>have been sent.</u>                                                | Awaiting response from property owner.                                                                                                                                                                                      | 12/8/2020  |                      | 12/31/2022 |
| 20-0087 Miller - Illegal auto repair and salvage operation 1420 Pillsbury Dr       | Darrin Hobbs             | Inspection completed and sent notification letter to property owner. Property owner is making progress but no contact. Staff met with property owner and agreed to provide a plan to abate violations by 1/29/2021. Final notice of violation sent to property owner. Sent violation, final notice, property owner met with staff and agreed to provide a plan to abate the violation. No response or plan received. Sent notification letter.                                                                                                                                                                     | Send final notice of violation.                                                                                                                                                                                             | 12/21/2020 |                      | 12/31/2022 |
| 20-0090 Fishgill LLC - Illegal auto repair and salvage operation 1312 Pillsbury Dr | Darrin Hobbs             | Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.                                                                                                                                                                                                                                                                                                                                                                                                                            | Send notification letter.                                                                                                                                                                                                   | 12/22/2020 |                      | 12/31/2022 |
| L21MHP-0004 TDJ Stables                                                            | Darrin Hobbs & Craig Cox | Renewal applications and fees received. License can't be issued until property is compliance sanitary code. EHS conducted site inspection, not in compliance with sanitary code.                                                                                                                                                                                                                                                                                                                                                                                                                                   | Legal counsel to determine next course of action.                                                                                                                                                                           | 11/20/2020 |                      | 10/30/2022 |
| 21-0019 Britt - non compliance in flood hazard area/floodway                       | Darrin Hobbs & Craig Cox | Temporary Agreed Injunction filed with the Court. Review dates: July 15-DWS, August 15-No Rise, September 15-Riley County permit, November 1-Remove trees.                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Settlement agreement filed. Darrin Hobbs to monitor for compliance, Darrin to monitor compliance and set contract date. Riley County FPD Permit issued 5/24/2022                                                            | 4/6/2021   |                      | 12/31/2022 |
| 21-0091 Rogers - Inoperable/Unregistered vehicle, also outside storage.            | Darrin Hobbs             | Inspection conducted and notification letter sent. Sent notice of violation. Owner replied and working with me.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Monitoring progress.                                                                                                                                                                                                        | 12/21/2021 |                      | 10/31/2022 |
| Sanitary Code Violations                                                           |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                             |            |                      |            |
| TDJ Stables - illegal repair                                                       | Perry Piper & Craig Cox  | EHS conducted site inspection, not in compliance with sanitary code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Legal counsel to determine next course of action.                                                                                                                                                                           | 4/7/2020   |                      | 10/30/2022 |
| 21-0022 Moriarty/Masterson - undersized lagoon                                     | Perry Piper & Craig Cox  | Violation determined.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Counsel to send letter.                                                                                                                                                                                                     | 4/14/2021  |                      | 10/30/2022 |
| 21-0038 Worrell - Sanitation Violation                                             | Perry Piper & Craig Cox  | Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Legal to send compliance letter. Staff to review compliance options. | 6/23/2021  |                      | 9/30/2022  |
| 21-0048 Wurtz - lagoon fencing requirement not completed                           | Perry Piper & Craig Cox  | Violation letter sent to property owner. Counsel sent a letter to property owner. Fencing deadline 8/31/2021 and seeding deadline 9/30/2021. No trespassing sign placed at entrance. Legal to to schedule meeting with staff.                                                                                                                                                                                                                                                                                                                                                                                      | Staff to review compliance options.                                                                                                                                                                                         | 7/9/2021   |                      | 8/10/2022  |
| 22-0008 Allison                                                                    | Perry Piper              | Private wastewater disposal system located less than 50 feet from suction well and less than 50 feet from hand dug well. KDHE BOW, they will not grant a variance for this situation since it is new construction and the wells were present before the wastewater disposal system. The only options are to 1) Plug both wells or 2) Move the lateral line and sewer line greater than 50' from both wells. KDHE legal that property owner can keep the sewer line in current location.                                                                                                                            | Awaiting property owner to plug hand dug well.                                                                                                                                                                              | 4/15/2022  |                      | 1/30/2022  |
| 22-0016 Doyle - sewage on ground                                                   | Perry Piper              | Sent Emergency Order to property owner. Spoke with property owner and agreed to make repairs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Home condemned until repairs are made.                                                                                                                                                                                      | 7/22/2022  |                      | 1/1/2023   |

Attachment: 10 - October Staff Update (12468 : Staff Update)



**PUBLIC WORKS**  
*Agreement*

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

## COMMISSION AGENDA REPORT

---

**FROM:** John Ellermann, PE, Public Works Director

**MEETING:** October 6, 2022

**SUBJECT:** Public Safety Headquarters Design Agreement

**PRESENTER:** John Ellermann

---

### **BACKGROUND**

The Board of County Commissioners approved Archimages to perform the site/space needs study and design of the new Public Safety Headquarters. Phase I included the site/space needs study to size the new headquarters building and determine the location of the 911 dispatch center. Phase II is the Design agreement.

### **DISCUSSION**

The proposed scope in the Design Agreement with Archimages for the Public Safety Headquarters is approximately 17,500 square foot (two story) building to include administrative offices, training rooms, Emergency Operations Center, back-up site for emergency communications and a full EMS station.

Basic services included in this agreement are planning, architectural, interiors, structural civil, landscape, security, mechanical, electrical, plumbing and fire protection services. Services also include coordinating with the Construction Management at Risk team.

Furniture, fixtures and equipment (FFE) and design for a 3rd floor shell are included as supplemental and optional fees.

### **FISCAL IMPACT**

The fee proposal for Basic Services of the Public Safety Headquarters Project \$768,000.00.

Supplemental and optional services by Archimages are:

\$38,150.00 for Fixture, Furnishings, and equipment (FFE) design coordination and bid package

\$78,000.00 for design of a 3<sup>rd</sup> floor (empty shell) over the administration area.

The fees above are presented as Guaranteed Maximum fee format. Unused portions of the fee will result in a cost savings. Reimbursable expenses are over and above these fees.

Services not included are Land surveying, geotechnical testing/reports, traffic and/or drainage studies (including signalization), public roadway design.

Expenses for this project are planned to come from ARPA funding.

### **RECOMMENDATION(S)**

Staff recommends the Board approve the Basic Services agreement with Archimages and the FFE optional services for a total cost of \$806,150.00. If the Board decides to add the 3rd floor shell space the total design fee is \$884,150.00

### **POSSIBLE MOTION(S)**

Move to approve the chairman sign the design agreement with Archimages for the Public Services Headquarters including with Supplemental and optional serves of \_\_\_\_\_.

Move to deny the design agreement with Archimages for the Public Services Headquarters.

Move to modify the design agreement with Archimages for the Public Services Headquarters.

Move to table

### **Enclosures:**

- RCPSHQ Agreement\_Archimages signed (PDF)



# AIA Document B133™ – 2019

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

**AGREEMENT** made as of the 21 day of September in the year 2022  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

Riley County, Kansas  
110 Courthouse Plaza  
Manhattan, Kansas 66502

and the Architect:  
(Name, legal status, address, and other information)

Archimages, Inc.  
14205 W. 95th Street  
Lenexa, Kansas 66215

for the following Project:  
(Name, location, and detailed description)

Riley County Public Safety Headquarters  
To be located on county-owned property, south of the existing Family and Child Resource Center, street address has not yet been assigned.

The Construction Manager (if known):  
(Name, legal status, address, and other information)

To be determined

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: RCPSHQ Agreement\_Archimages signed (12472 : Public Safety Headquarters)

## TABLE OF ARTICLES

|    |                                      |
|----|--------------------------------------|
| 1  | INITIAL INFORMATION                  |
| 2  | ARCHITECT'S RESPONSIBILITIES         |
| 3  | SCOPE OF ARCHITECT'S BASIC SERVICES  |
| 4  | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 5  | OWNER'S RESPONSIBILITIES             |
| 6  | COST OF THE WORK                     |
| 7  | COPYRIGHTS AND LICENSES              |
| 8  | CLAIMS AND DISPUTES                  |
| 9  | TERMINATION OR SUSPENSION            |
| 10 | MISCELLANEOUS PROVISIONS             |
| 11 | COMPENSATION                         |
| 12 | SPECIAL TERMS AND CONDITIONS         |
| 13 | SCOPE OF THE AGREEMENT               |

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Owner's Program, identified as a Space Needs Study, was completed by the Architect under previous agreement.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The building is anticipated to be two stories and total approximately 17,500 square feet. It will include space for:

- Emergency Management and Fire District Administration
- Emergency Medical Services Administration
- Shared administrative space
- Training Rooms and Emergency Operations Center
- EMS Station Ambulance Bays and related support spaces.
- EMS Station Staff Area and Crew Quarters
- Emergency Communications Center Backup Site
- Building Services and Shared Space

An optional third floor shell space may also be included and additional fees for it are included are described in Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

Int.

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User Notes:

(1163161411)

*(Provide total and, if known, a line item breakdown.)*

Approximately \$11 million for the 17,500 square foot building and related sitework. If the building is to also include a 3rd floor shell space, the budget will be increased accordingly.

**§ 1.1.4 The Owner's anticipated design and construction milestone dates:**

**.1 Design phase milestone dates, if any:**

To be determined

**.2 Construction commencement date:**

To be determined

**.3 Substantial Completion date or dates:**

To be determined

**.4 Other milestone dates:**

To be determined

**§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:**  
*(Indicate agreement type.)*

☒ **AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.**

☐ **AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.**

**§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:**

*(List number and type of bid/procurement packages.)*

Not applicable

**§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:**  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not applicable

**§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.**

**§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:**  
*(List name, address, and other contact information.)*

John Ellerman, Director of Public Works  
Public Works Department

Init.

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User Notes:

(1163161411)

Attachment: RCPSHQ Agreement\_Archimages signed (12472 : Public Safety Headquarters)

6215 Tuttle Creek Boulevard  
 Manhattan, Kansas 66503  
 Telephone: (785) 537-6330  
 Email: jellermann@rileycountyks.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

A building committee including the County Clerk, Director of Public Works, Emergency Management Director, and EMS/Ambulance Director.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)*

To be determined

.2 Land Surveyor:

SMH Consultants  
 2017 Vanesta Place, Suite 110  
 Manhattan, KS 66503

.3 Geotechnical Engineer:

To be determined

.4 Traffic Engineer (if required):

To be determined

.5 Other consultants and contractors:

*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Kile R. Morrison  
 Archimages, Inc.

Init.

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 User Notes:

(1163161411)

14205 W 95th Street  
 Lenexa, Kansas 66215  
 Telephone: (913) 378-9533  
 Email: kmorrison@archimages-stl.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KH Engineering Group, P.A.  
 13426 W. 99th Street  
 Lenexa, Kansas 66215

.2 Mechanical, Plumbing, and Electrical Engineer:

Hoss and Brown Engineers  
 11205 West 79th Street, Suite 102  
 Lenexa, Kansas

.3 Civil Engineer:

Bartlett & West  
 544 Columbia Drive  
 Lawrence, KS 66049

§ 1.1.12.2 Consultants retained under Supplemental Services:

Not applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00 ) each accident, one million dollars (\$ 1,000,000.00 ) each employee, and one million dollar (\$ 1,000,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and two million dollars (\$ 2,000,000.00 ) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### § 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

#### § 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

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§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

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### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

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| Supplemental Services                                                          | Responsibility<br>(Architect, Owner, or not provided)                        |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| § 4.1.1.1 Assistance with Selection of Construction Manager                    | Architect – this service is ongoing under separate agreement                 |
| § 4.1.1.2 Programming                                                          | Architect – this service has already been provided under separate agreement. |
| § 4.1.1.3 Multiple Preliminary Designs                                         | Architect                                                                    |
| § 4.1.1.4 Measured drawings                                                    | Not Provided                                                                 |
| § 4.1.1.5 Existing facilities surveys                                          | Not Provided                                                                 |
| § 4.1.1.6 Site evaluation and planning                                         | Architect                                                                    |
| § 4.1.1.7 Building Information Model management responsibilities               | Architect                                                                    |
| § 4.1.1.8 Development of Building Information Models for post construction use | Not Provided                                                                 |
| § 4.1.1.9 Civil engineering                                                    | Architect                                                                    |
| § 4.1.1.10 Landscape design                                                    | Architect                                                                    |
| § 4.1.1.11 Architectural interior design                                       | Architect                                                                    |
| § 4.1.1.12 Value analysis                                                      | Not Provided                                                                 |
| § 4.1.1.13 Cost estimating                                                     | Not Provided                                                                 |
| § 4.1.1.14 On-site project representation                                      | Architect                                                                    |
| § 4.1.1.15 Conformed documents for construction                                | Architect                                                                    |
| § 4.1.1.16 As-designed record drawings                                         | Architect                                                                    |
| § 4.1.1.17 As-constructed record drawings                                      | Not Provided                                                                 |
| § 4.1.1.18 Post-occupancy evaluation                                           | Not Provided                                                                 |
| § 4.1.1.19 Facility support services                                           | Not Provided                                                                 |
| § 4.1.1.20 Tenant-related services                                             | Not Provided                                                                 |
| § 4.1.1.21 Architect's coordination of the Owner's consultants                 | Architect                                                                    |
| § 4.1.1.22 Telecommunications/data design                                      | Owner                                                                        |
| § 4.1.1.23 Security evaluation and planning                                    | Owner                                                                        |
| § 4.1.1.24 Commissioning                                                       | Not Provided                                                                 |
| § 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3              | Not Provided                                                                 |
| § 4.1.1.26 Historic preservation                                               | Not Provided                                                                 |
| § 4.1.1.27 Furniture, furnishings, and equipment design                        | Architect                                                                    |
| § 4.1.1.28 Traffic Study                                                       | Owner                                                                        |
| (Row deleted)                                                                  |                                                                              |
| § 4.1.1.29 Signage Design                                                      | Architect                                                                    |
| (Row deleted)                                                                  |                                                                              |
| § 4.1.1.30 Land Survey                                                         | Owner                                                                        |
| § 4.1.1.31 Environmental Consulting (If required)                              | Owner                                                                        |
| § 4.1.1.32 Traffic Study/Engineering (If required)                             | Owner                                                                        |

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Per Exhibit A

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Not applicable

*(Paragraph deleted)*

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt

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14

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written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty ( 20 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 The Owner has no Sustainable Objective for the Project.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved

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rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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## § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [ X ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

#### .1 Termination Fee:

Five thousand dollars (\$5,000.00)

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## 2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined by proposal at time of such need.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those

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employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as *(Paragraphs deleted)* indicated in Exhibit A.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

As indicated in Exhibit A.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

To be determined at such time as the Additional Services are identified as needed for the Project.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus *(Paragraphs deleted)* ten percent ( 10 %), or as follows:

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraph deleted)*

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, if paid by the Architect;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objectives (if any); and
- .12 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

*(Paragraphs deleted)*

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

18 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Not applicable

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**.3 Exhibits:**

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☒ [ X ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A, Scope of Services

Attachment B, Contractual Provisions Attachment

**.4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*

Init.

This Agreement entered into as of the day and year first written above

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Kile R. Morrison Managing Director

(Printed name, title, and license number, if required)

Attachment: RCPSHQ Agreement\_Archimages signed (12472 : Public Safety Headquarters)

Init.

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User Notes:

(1183181411)

24

August 22, 2022  
 Riley County Public Safety Headquarters  
 Scope of Services

Outlined below is our general scope and fee structures for design and documentation efforts. The scope assumptions are based on available information provided to us.

**Basic Services Scope Assumptions:**

1. **Project Description:** Approximate 17,500 sf (two-story) building to include administrative offices, training rooms, Emergency Operations Center, backup site for Emergency Communications Center, and a full EMS station. The site is west of Charles Little Road and south of Claflin Road in Manhattan Kansas. The scope of the project will be based on the space needs study, preliminary stack and block drawings, and a site analysis that has been completed by Archimages.
2. **Basic Services:** Included are Planning, Architectural, Interiors, Structural, Civil, Landscape, Security (Coordination with the County's Vendor), Mechanical, Electrical, Plumbing, and Fire Protection services. Furniture and Signage coordination services are included (separate fees provided).
3. **Site Development Approvals:** Provide services to acquire necessary approvals from local agencies for building permit acquisitions. At this time, no services are included for rezoning or architectural review board efforts. If required, we will provide a proposal for those efforts.
4. **Code Analysis:** Overall building and life safety code reviews will be conducted by all disciplines. We have anticipated review sessions, with local AHJ's, to confirm code interpretations and confirm design assumptions. Scope based on current adopted codes.
5. **Design Process Overview:**
  - a. **Design:**
    - Based on the approved programming, site test fits, and block plan analysis, Archimages will further develop and refine site and floor plan elements. Exterior massing elevations, will be developed to illustrate general architectural style and scale.
    - Mechanical, Electrical, Plumbing, Technology, and Fire Protection Engineering disciplines will coordinate requirements for the MEP, FP and Technology systems to be included in the building.
    - Archimages will define options for material and color selections for the building exterior and interior elements. Critical interior elevations will be produced.
    - Structural sketches of building framing system will be provided. Selected structural details and calculations will be developed, as required.
    - Civil Engineer will assist with submittal and acquiring site development plan approvals from local municipality, utility, roadway, and storm water agencies.
    - It is assumed all utilities are available at the site.
    - Coordinating with the Construction Manager for an updates to the budget estimate.
    - Archimages will present our design package to the Commission for approval.

**b. Construction Documents:**

- Based on the approved Design package, Archimages will develop a comprehensive set of construction documents and specifications from disciplines for permits, bidding, and construction purposes.
- Our construction documents will include working drawings and technical specifications sections as required in a Revit format. 3D modeling will be used for design and coordination efforts. Animations, if required, will be a potential extra service.
- Design team will coordinate the data/phone/low voltage/security/AV systems design requirements with the Owner's IT Department to show required structured cabling. The team will work with the Owner's IT Department to identify preferred vendors and select equipment.
- Details of the design for telecom, paging systems, audio-visual, and access control systems will be coordinated with the Owner's IT Department and preferred vendors.
- Fire Protection will define basic requirements and provide for a delegated design of the details of the system by the selected subcontractor.
- Structural Foundation Design assumed to be standard spread footings. No specialty design is anticipated or included at this time due to lack of geotechnical information.
- We have anticipated that CD's will go out in one phased construction package for permits, bidding, and construction.

**c. Bidding Phase:**

- Transmit bidding documents to the CMaR and attend one pre-bid meeting if one is held.
- All disciplines will answer questions and produce any necessary addenda during the final bid process.

**d. Construction Administration:**

- Attend one pre-construction meeting at time and location to be coordinated by the CMaR.
- All disciplines will review shop drawings and submittals, answer contractor requests for information (RFI's).
- Monthly site observation trips will be made during construction (total of 12) by Archimages for observation of the construction progress and to answer any contractor questions as well as review certification of pay applications. On non-site visit weeks, we suggest a conference call with the CMaR and Owner for coordination purposes. Archimages will also make visits to the site between the monthly meetings as needed.
- Architectural/Interior visits – 20 total
  - Engineer visits – as directed by Archimages
- As-built record drawings will be provided by the CMaR.

**e. Meetings:**

- Eight meetings with Owner's Steering Committee.
- Three meetings with County Commission.
- Necessary design team coordination sessions.

**6. SERVICES NOT INCLUDED:**

The following services are not included in the proposed scope of services.

- a. Land survey services, including platting if necessary, are provided by the Owner.
- b. Geotechnical testing/reports will be provided by the Owner.
- c. Environmental studies or abatement plans.
- d. Design of offsite utilities.
- e. Traffic studies, site distance studies
- f. Traffic signalization
- g. Public roadway design.
- h. Grant applications.
- i. LEED Certification.

- j. FEMA storm design.
- k. Flood studies.
- l. MEP systems commissioning and building envelope commissioning.

**Compensation:**

The fee structure below outlines compensation levels for all basic services. The fees below are presented as a Guaranteed Maximum fee format. Unused portions of the fee will result in a cost savings to the Owner. Reimbursable expenses are over and above these fees.

**Fee Structure:**

**Basic Services:**

Architecture, Civil, Landscape, Structural, Mechanical, Electrical, Plumbing and Fire Protection:  
\$768,000.00

**Supplemental and Optional Services** to be provided if approved by the Owner.

|                                                                                      |             |
|--------------------------------------------------------------------------------------|-------------|
| Fixtures, Furnishings, and Equipment (FFE) design coordination and bid package       | \$38,150.00 |
| Design for a 3 <sup>rd</sup> floor over the administration area as empty shell space | \$78,000.00 |

Reimbursable project expenses will be an additional charge at cost plus 10% (not applied to travel expenses) and includes, but is not limited to, printing, travel expenses, mileage, long distance phone calls, web meetings, project photographs, courier, plots, and artist renderings. The CMaR will be expected to provide an Internet-based portal for the exchange of documents during the construction phase.

**Note:** All fees for any required planning, engineering, or permitting that may be required by Authorities Having Jurisdiction are to be paid by the Owner and are not considered a reimbursable expense.

Invoices are sent monthly and due upon receipt. Charges will be due within thirty (30) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

Thank you for allowing us the opportunity to submit this proposal. Please do not hesitate to call with any questions.

This document will be considered "Exhibit A" to the AIA B101 contract attached.

**OWNER:**

Riley County, Kansas  
110 Courthouse Plaza  
Manhattan, KS 66502

**ARCHITECT:**

Archimages, Inc.  
14205 W 95<sup>th</sup> Street  
Lenexa, KS 66215

By: \_\_\_\_\_

Date: \_\_\_\_\_

By:   
Kile R. Morrison  
Managing Director

Date: 8/23/2022

**NOTICE TO OWNER:**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

## ATTACHMENT   B

Attachment   B   to “Contract” Between Riley County, KS (hereinafter “County”), and Archimages, Inc. (hereinafter “Architect”).

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

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Architect 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.** Architect 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.** Architect 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 more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Architect. In the event of such termination, County agrees to give written notice of termination to Architect. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Architect.
6. **ANTI-DISCRIMINATION CLAUSE.**
  - 6.1. In carrying out the Contract, Architect shall comply with K.S.A. 44-1001 *et seq.*
  - 6.2. Architect shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
  - 6.3. In all solicitations or advertisements for employees, Architect shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
  - 6.4. If Architect 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, Architect shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
  - 6.5. If Architect 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, Architect shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
  - 6.6. Architect shall include the provisions of paragraphs 6.1 through 6.5 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Architect.
  - 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Architect employs fewer than four employees or if Architect's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Architect thereby represents that such person is duly authorized by Architect to execute the document on behalf of Architect and Architect agrees to be bound by the provisions thereof. Architect shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Architect for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Architect shall bear the risk of any loss or damage to any personal property to which Architect holds title.
12. **TERM AND TERMINATION.**
  - 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
  - 12.2. **Termination for Cause.** If Architect shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Architect 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 Architect of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

- 12.3. Notwithstanding the above, Architect shall not be relieved of liability to County by virtue of any breach of the Contract by Architect.
- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Architect, stating the effective date of the termination for convenience.
- 12.5. **Payment Calculation upon Termination.** In the event of termination under the Contract by either party, any amount owed Architect will be calculated based solely upon payment for fair value of acceptable services provided by Architect to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Architect and County is of a contractual nature. Both parties assert and believe that Architect is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Architect is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Architect, and employees of Architect, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Architect, and employees of Architect, 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 Architect. Architect shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Architect's sole expense.
14. **PERSONNEL.**
- 14.1. **Qualified Personnel.** Architect represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Architect will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Architect shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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

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

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

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

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

- 18.1. **Documentation of Costs.** All costs incurred by Architect for which Architect purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Architect shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract,

unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

- 18.3. **Reports.** During the term of this contract, Architect shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Architect will be withheld by County if Architect fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.
- 18.4. **Audit.** Architect shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.
- 18.5. **Availability of Records.** Upon advance written notice Architect agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.
- 18.6. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.
- 18.7. **Architect's Purchasing Procedure.** Architect certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Architect agrees to make available a written description of its purchasing procedures if requested by County.

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

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

- 19.4. **Pre-disbursement Requirements.** Architect must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Architect.
- 19.5. **Mailing Address.** Payments shall be mailed to Architect's address as set forth herein.
20. **LICENSES AND PERMITS.** Architect shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Architect shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF ARCHITECT ASSETS.** Architect will notify County in writing at least thirty (30) calendar days in advance of Architect's merger with any other business entity, or of any sale or other transfer of Architect's assets to any other business entity. In the event of any such merger, sale or other transfer of Architect assets, Architect 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 Architect assets. After such merger, sale or other transfer of Architect assets, Architect will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Architect under this Contract.
24. **LIABILITY INSURANCE.** Architect agrees to maintain the minimum limits of insurance coverage throughout the term of the agreement, as outlined in the Request for Proposal and/or the contract or agreement to which this is attached. Liability insurance coverage must be considered as primary and not as excess insurance (excluding Workers' Compensation and Professional Liability). Architect shall furnish a certificate evidencing such coverage, with County named as an additional insured (excluding Workers' Compensation and Professional Liability), which shall be delivered to the Office of the Riley County Counselor for approval. Such certificate shall contain a provision that coverage afforded

under the policies will not be canceled, or non-renewed until thirty (30) days after County receives notice of such change by registered mail.

25. **REMOVAL OF REPRESENTATIVE.** Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.
26. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto.
27. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Archimages, Inc.

BOARD OF COUNTY  
COMMISSIONERS OF  
RILEY COUNTY, KANSAS

By:   
Kile R. Morrison, Managing Director

By: \_\_\_\_\_  
Greg McKinley, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

(seal)

\_\_\_\_\_  
Rich Vargo, County Clerk

Approved as to Form

By: \_\_\_\_\_  
Clancy Holeman  
Riley County Counselor

Date: \_\_\_\_\_

Attachment: RCPSHQ Agreement\_Archimages signed (12472 : Public Safety Headquarters)



**PUBLIC WORKS**  
*Project*

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

## COMMISSION AGENDA REPORT

---

**FROM:** John Ellermann, PE, Public Works Director

**MEETING:** October 6, 2022

**SUBJECT:** Public Safety Headquarters Request for Qualifications

**PRESENTER:** John Ellermann

---

### **BACKGROUND**

Last week the Board approved the use of Construction Management at Risk for the Public Safety Headquarters. Keeping in line with the KSA19-216e, Phase I requires the Board to solicit statement of qualifications from interested firms. Attached is the Request for Qualifications (RFQ).

### **DISCUSSION**

Discussion of the Request for Qualifications and suggest edits, if necessary. The RFQ will be advertised in the official County newspaper, listed on our website and sent to known interested firms.

### **FISCAL IMPACT**

Fiscal impact will come when a Construction Management at Risk firm is selected.

### **RECOMMENDATION(S)**

Staff recommends the Board approve the RFQ for staff to begin solicitation of qualifications of qualified firms.

### **POSSIBLE MOTION(S)**

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to the RFQ. (As is or with edits)

**Enclosures:**

- RFQ PS Headquarters CLEAN (PDF)

REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT RISK  
RILEY COUNTY PUBLIC SAFETY HEADQUARTERS

October 6, 2022

Qualifications due: October 28, 2022

Point of contact for questions: John Ellermann, PE  
Public Works Director/County Engineer  
Riley County Public Works Department  
6215 Tuttle Creek Blvd  
Manhattan, KS 66503  
785-537-6330  
jellermann@rileycountyks.gov

Submit to: Rich Vargo  
Riley County Clerk's Office  
110 Courthouse Plaza  
Manhattan, KS 66502

**Introduction:** The Riley County Board of County Commissioners is seeking qualifications for well qualified construction firms to provide pre-construction services and construction of a new Public Safety Headquarters Facility.

**Project Delivery System:** Riley County intends to enter into a contract for Construction Management at Risk (CMAR) services with a Guaranteed Maximum Price (GMP) for the construction work required.

**Project Overview:** The proposed project will include new construction of a Public Safety Headquarters on a site Owned by the County. The site is south of the existing Family and Child Resource Center, on the west side of Charles Little Road in Manhattan, Kansas. The site includes existing parking that will be reconfigured to make way for the new building. The new building will include: an EMS station with ambulance bays and crew living quarters, administrative offices for Emergency Medical Services, Emergency Management and Fire District #1 Offices, Training Rooms, Emergency Operations Center, 911 Dispatch Facilities, and other related support spaces.

The project will construct a new multi-story building, approximately 17,500 square feet. Sitework will encompass approximately 3 acres and include paving demolition, new paved parking lot(s), grading, retaining wall(s), and utility connections typical for a project of this size.

**Project Designer:** Archimages, Inc., of Lenexa, Kansas has been engaged by the County to provide architectural and engineering (A/E) services. Archimages, Inc. has begun the early phases of design for the project. Archimages, Inc. will assist the County with the CMAR selection process but will not participate in the scoring of or selection of the successful CMAR firm. Firms interested in submitting proposals for this project are prohibited from contacting Archimages during the selection process. All project questions must be directed to John Ellermann, PE, Public Works Director/County Engineer.

**Project Budget:** The total project construction cost is estimated to be \$11 Million. Delivering the completed project within this budget is a high priority. It is important that the Owner, design team, and CMAR (collectively the “Project Team”) work cooperatively and successfully to keep the final cost of the construction within this fixed budget.

**Sales Tax:** The project is exempt from Kansas Sales Tax. The Owner will provide a sales tax exemption certificate to the selected CMAR.

**RFQ Schedule:** The Owner will make every effort to adhere to the following schedule:

|                                                 |                          |
|-------------------------------------------------|--------------------------|
| Issue Request for Qualifications                | October 7, 2022          |
| Deadline to submit Qualifications               | 5 p.m., October 28, 2022 |
| Short listed firms selected                     | November 17, 2022        |
| Issue Request for Proposals                     | November 17, 2022        |
| Interviews                                      | December, 2022           |
| Board of County Commission makes CMAR Selection | January, 2023            |

**Rejection of Proposals:** The Owner reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel this RFQ, at any time prior to the time a contract is fully executed, for any reason. The Owner is not liable for any costs the proposer (“Proposer”) incurs in preparation and

submission of its Proposal, in participating in the RFQ process, or in anticipation of award of the CMAR contract.

Questions & Answers: Any questions regarding this RFQ must be submitted by e-mail to John Ellermann [jellermann@rileycountyks.gov](mailto:jellermann@rileycountyks.gov). Answers to such questions will be posted as an Addendum to this RFQ.

Addenda to this RFQ: If the Owner deems it necessary to revise any part of this RFQ before the Proposal response date or respond to questions, the Owner shall send such addenda to known proposers. It is every proposer's responsibility to periodically check the Riley County website for any addenda to this RFQ.

Submitting Proposals: To be considered, Proposals must arrive at the Riley County Clerk's Office on or before the time and date specified in the above RFQ Schedule. Proposers shall submit eight (8) bound paper copies and one digital copy in PDF format in a sealed envelope or carton marked on the outside with the words "Riley County Public Safety Headquarters Construction Manager at Risk-- CONFIDENTIAL." The envelope or carton should be mailed or delivered to:

Rich Vargo, Riley County Clerk's Office, 110 Courthouse Plaza, Manhattan, Kansas 66502

Any proposal received after the time and day described in the RFQ Schedule will be marked "Received Late" and returned unopened to the firm.

### **Construction Management at Risk Scope of Work**

The following summary is intended to provide a general overview of the Owner's expectations of the CMAR for the project. The following is not intended to be an all-inclusive list.

#### Preconstruction Services:

- Actively participate in all design meetings and provide cost, schedule, and constructability input as the design is developed.
- Provide a cost estimate of the design as it stands at the time the CMAR is engaged in the project. Update that cost estimate with each phase of design (concept, schematic, design development, construction documents).
- Provide recommendations regarding building materials, components and systems and evaluate building materials, components and systems for their long--term performance, life cycle, economy and cost.
- Provide cost control resources for the Project Team. During the development of the drawings and specifications, notify the Project Team of potential cost issues which may have an impact on the cost of the work. Work collaboratively with the Project Team to develop alternatives to those potential cost issues to keep project estimates within the project's budget.
- Identify long lead-- time items and other items which t may be subject to supply chain-- related delays.
- Working with Archimages, Inc., develop a work plan schedule for design, permitting, and construction activities. Participate in evaluating whether separate early bid package(s) could reduce cost or otherwise add value to the project.
- Provide formal review and comments, schedule updates, and cost estimates at 100% Design Development ("DD") documents including evaluating costs of alternatives.
- Assist Archimages, Inc. in defining alternate bid items.

- Provide a Guaranteed Maximum Price (“GMP”) when Design Development documents are completed.
- Provide an on-line project platform for the exchange of documents and as a repository for all project documents.

Permitting:

- Assist Archimages, Inc., as needed, in its work to secure approvals and permits.
- The cost of all permits shall be included in the budget and paid for by the CMAR.

Bidding and Procurement:

- Provide a quality/coordination/constructability review of all bid and procurement documents.
- Manage the sub-contract and supplier bidding process by evaluating proposals, interviewing subcontractors and assuring they understand the project scope and are qualified to work on the project. Attempt to obtain a minimum of three competitive bids for each sub-trade category, unless otherwise authorized, in advance, by the Owner.
- If the CMAR wishes to self-perform portions of the Work, the CMAR shall provide a sealed bid just as other prospective subcontractors are required to submit.
- Review the results of the bidding process with the Project Team. Provide “open book” results showing the bids received. Provide recommendations to the Owner for each recommended subcontractor and supplier.

Construction Phase Services and Activities:

- Following the Owner’s approval of CMAR recommendations, the CMAR will award and administer all subcontracts and material purchases.
- Conduct weekly subcontractor meetings on site and provide a remote meeting access. The Owner and/or Archimages, Inc. may attend these meetings in person or remotely.
- Conduct bi-weekly progress meetings with the Project Team and provide remote meeting access. The Owner and Archimages, Inc. may attend these meetings in person or remotely. CMAR will record and distribute written meeting minutes. Maintain an on-going list of action items resulting from these meetings in an on-line format accessible to the Project Team.
- Provide regular monitoring of the actual progress versus the scheduled progress and identify any variations. Provide printed overall schedule updates at alternating bi-weekly meetings. Provide 3-4 week look ahead schedules at each meeting.
- Develop and administer a formal safety plan for the Project.
- Provide competent, experienced full-time staff, including an experienced construction field superintendent and project management team to coordinate the work, maintain the progress of the subcontractors, coordinate with ongoing activities and operations, and provide overall direction to the project during the construction phase. Establish on-site organization and levels of authority to coordinate and operate the overall plans of the construction team.
- Work cooperatively and constructively with members of the Project Team to foster positive relationships that support positive outcomes for the team members and the project.
- CMAR will be contractually obligated to not reassign key staff members to other projects without the Owner’s prior written consent. Owner will have approval rights of any and all new personnel assigned to this project.
- Implement effective cost management control and tracking procedures to provide the Owner with the opportunity to make such decisions as required to keep project cost within the fixed budget.

- Implement and maintain cost control methods with “open book” sharing of cost information.
- Inform the Owner of pending cost issues promptly after identifying potential issues.
- Provide drawdown and cash flow projections for the project during construction and update quarterly and more frequently as necessary.
- Work with the Project Team to develop and implement a change management process for the project.

The Owner will provide:

- Services of a qualified 3<sup>rd</sup> party testing firm to provide soils/compaction, concrete, masonry, and code-required testing.
- Services of Archimages, Inc. which are contracted to the Owner.

**Form of Owner – Construction Management at Risk Agreement**

The Owner intends to utilize an amended AIA Document A133-2019. This will form the basis of the Agreement between the Owner and CMAR. An amended AIA Document A201 – 2017 General Conditions of the Contract for Construction with added supplementary conditions will also be utilized.

This RFQ will be superseded by the Owner/Construction Manager Agreement and its related contract documents.

**Selection Process**

Phase I: In Phase I, a selection team of the Board of County Commissioners and Riley County staff will evaluate the submitted qualifications in accordance with the instructions prescribed in this Request for Qualifications. A short list of qualified firms selected by the evaluation team will be invited to proceed to Phase II of the selection process and will be invited to submit proposals including cost, schedule, and fee projections before moving to Phase III. During Phase III selected firms will make interview presentations and submit any additional material. Following Phase III, the Board of County Commissioners will make the final decision on selection of the CMAR.

Phase I Submittal Requirements: Proposals should be in an 8 1/2-inch by 11-inch bound package. 11-inch by 17-inch size sheets folded into 8 1/2-inch by 11-inch size within the package are acceptable. Photos of past projects and other graphics may be provided to help illustrate qualifications. For the purposes of the page limits indicated below a page is defined as one side of one sheet of paper with no smaller than 11-point font. Printing may be single- or double-sided at the proposer’s discretion. Proposers are encouraged to provide submissions that are easily readable.

1. Cover Letter (4 pages maximum): Provide the legal name and address of the firm that is being proposed to act as CMAR. Acknowledge acceptance of the terms indicated in this Request for Proposal. Indicate whether this entity performed the projects that are provided as past experience. If the past experience is that of a different legal entity, explain. Summarize your understanding of the project scope. Provide a brief overview of your firm’s experience and philosophy regarding Construction Management at Risk Services and the benefits you believe the Owner would receive from selecting your firm.
2. Document providing the following information (1 page):

- a. Name of Firm
  - b. Address of Principal Office
  - c. Telephone No.
  - d. Form of Business Organization (corporation, partnership, etc.)
  - e. Name of parent organization and/or subsidiary organization to be involved (if any)
  - f. Year founded
  - g. Primary individual to contact with telephone and email
  - h. Claims and lawsuits. Brief narrative indicating if there are any judgements, claims, arbitrations, proceedings, or suits pending or outstanding against your organization or its officers.
3. Relevant Project Experience (maximum 10 pages): Show past experience with both similar projects and with the Construction Management at Risk delivery method generally. Describe a minimum of two (2), projects that are similar in size, region, and scope constructed within the past ten (10) years. Provide information on each project that will allow the Board of County Commissioners and the Selection Committee to evaluate your past work measured against the selection criteria noted in this RFQ. Indicate for each project the following minimum information:
- a. Name of past project, location, and construction date.
  - b. Client and architect contact information. Include phone number and email address.
4. Project Approach and Management Capabilities (maximum 4 pages): Describe your organization's concept of pre-construction services and how you would approach this project. Include description of tools and approach used for scheduling, management, communications, document control, safety, etc. Describe special resources or capabilities your organization would employ on the project which would enhance the value your organization would bring to the project.
5. Financial Information (maximum 5 pages): Provide a reference letter from an accredited financial institution and a statement from a surety company indicating your firm's ability to obtain a performance and payment bond in the amount of not less than \$11 Million.
6. References (maximum 1 page): Provide contact information for up to 3 design professionals and 3 owners of your previous projects familiar with the work of your firm in addition to the names you have provided for your Relevant Project Experience.
7. Other information: (maximum 5 pages): This section 7 is not required. At the proposer's option, additional information that may be helpful to the selection committee can be provided here.

Scoring Criteria (Phase I):

|                                              | Points |
|----------------------------------------------|--------|
| Relevant Project Experience                  | 10     |
| Project Approach and Management Capabilities | 15     |
| Financials and Bonding Capacity              | 15     |
| References                                   | 10     |
| Total                                        | 50     |

Phase II & III: Upon receipt of Phase I Qualifications, the Board of County Commissioners and the Selection Committee will select a short list of up to 3 firms to be asked to proceed to Phase II. These firms will be invited to submit proposals for Phase II and participate in a Phase III interview. The order

of interviews will be determined by random selection. At the time of the announcement of the short list, more information will be provided to short-listed firms regarding the timing, location, structure and content of interview presentations and fee proposals.