



**Board of Riley County
Commissioners
Regular Meeting
Agenda
December 09, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Adoption of the Land Development Regulations.
4. A RESOLUTION OF RILEY COUNTY, KANSAS ESTABLISHING A RURAL ECONOMIC DEVELOPMENT ADVISORY BOARD FOR RILEY COUNTY STATING THE MEMBERSHIP, PURPOSE, FUNCTIONS AND POWERS
5. Indigent 2022 Contracts
6. Sign a Tax Roll Correction
7. Retail Dealer's 2022 Cereal Malt Beverages Licenses for Dara's Fast Lane, 5321 Tuttle Creek Blvd. & Dara's Fast Lane, 1132 Pillsbury Drive
8. Sign Riley County Personnel Action Form(s)

Review Minutes

9. Board of Riley County Commissioners - Regular Meeting - Dec 6, 2021 8:30 AM

Review Tentative Agenda

10. Tentative Agenda

Press Conference Topics

11. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

12. Administrative Work Session
13. Review and Approve Aggieville Substation RCPD Lease

- 9:20 AM Russel Stukey, Emergency Management Director**
14. Accept Firefighter recruitment and safety grant from the KS State Fire Marshal's Office
- 9:30 AM Shilo Heger, Treasurer**
15. November 2021 Revenue Reporting - Riley County Treasurer
- 9:45 AM Jason Smith, Manhattan Area Chamber of Commerce**
16. Economic development update
- 10:00 AM Julie Gibbs, Health Department Director**
17. Riley County Health Department Monthly Update
- 10:30 AM Budget and Planning Committee - Tami Robison, Budget and Finance Officer**
18. Monthly Cash Flow Reports for November 2021
- 10:50 AM Amanda Smeller, Planning/Special Projects Director**
19. Replace the Manhattan Urban Area Subdivision Regulations being used by Riley County in the unincorporated areas of the Manhattan Urban Area with the subdivision standards and review standards in the "Manhattan Development Code" to remain compliant with the Interlocal Agreement.
- 11:35 AM Craig Cox, Deputy County Counselor**
20. High Plains Ranch Street Benefit District
- 11:55 AM Rich Vargo, County Clerk**
21. Request to Fill Account Clerk - Licenses/Elections position
- 12:05 PM Lunch**
- 1:15 PM Executive Sessions to discuss department head evaluations**
22. 1:15 Amanda Smeller, Planning/Special Projects Director
23. 1:45 Shelly Williams, Community Corrections Director
24. 2:15 Michael Boller, Noxious Weed Director
25. 2:45 John Ellermann, Public Works Director/County Engineer

Adjournment

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



PLANNING & DEVELOPMENT
Regulations

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

COMMISSION AGENDA REPORT

FROM: Amanda Smeller
MEETING: December 9, 2021
SUBJECT: Adoption of the Land Development Regulations.
PRESENTER: Amanda Smeller

BACKGROUND

The Board of County Commissioners adopted the Land Development Regulations on Monday, December 6, 2021.

DISCUSSION

Copies of the Certificate of Adoption, This Floodplain Management Resolution for Riley County, Kansas was not included for signature at the December 6, 2021 meeting.

FISCAL IMPACT

None

RECOMMENDATION(S)

Sign the Certificate of Adoption page which will become a formal document page within the Land Development Regulations, Article 4 Zoning Districts.

Enclosures:

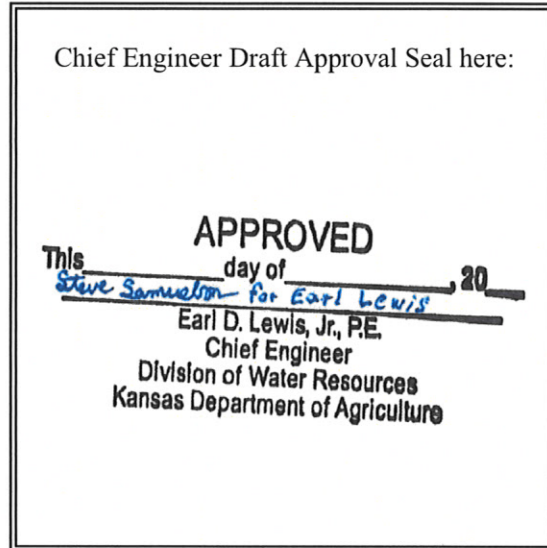
- Certificate of Adoption (PDF)

CERTIFICATE OF ADOPTION

This Floodplain Management Resolution for Riley County, Kansas.

PASSES AND ADOPTED by the Board of Commissioners of Riley County, Kansas.

This 6th day of December, 2021



APPROVED:

Signature of Chief Executive Officer/Chief Elected Official Date

Signature of Executive Officer/Chief Elected Official (typed/printed) Date

ATTEST:

Signature of Recording Clerk Date

Name of Recording Clerk (typed/printed) Title

Published in the Official News Publication, The Manhattan Mercury

Attachment: Certificate of Adoption (11415 : Floodplain Certificate of Adoption)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Resolution

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

RESOLUTION

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 9, 2021

SUBJECT: A RESOLUTION OF RILEY COUNTY, KANSAS ESTABLISHING A
RURAL ECONOMIC DEVELOPMENT ADVISORY BOARD FOR
RILEY COUNTY STATING THE MEMBERSHIP, PURPOSE,
FUNCTIONS AND POWERS

PRESENTER: Clancy Holeman

POSSIBLE MOTION(S)

Move to approve

Enclosures:

- Rural Economic Development Advisory Board final version 12-6-21 (PDF)

RESOLUTION NO. 120921-

A RESOLUTION OF RILEY COUNTY, KANSAS ESTABLISHING A RURAL ECONOMIC DEVELOPMENT ADVISORY BOARD FOR RILEY COUNTY STATING THE MEMBERSHIP, PURPOSE, FUNCTIONS AND POWERS

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas:

Section 1: A Rural Economic Development Advisory Board (hereinafter “Advisory Board” is hereby established.

Section 2: The Advisory Board shall consist of nine members and all members shall be residents of Riley County, Kansas, except those staff positions identified in Section 3.

Section 3: The members of the Advisory Board shall be appointed by the Board of County Commissioners and have the following qualifications:

- Six members shall reside in either Cities of Riley County other than Manhattan, or in the unincorporated area of Riley County
- One member shall be the County Extension Director of the Riley County K-State Research and Extension Office; This member shall not be required to be a resident of Riley County; This member shall not be subject to the term limitations of Section 4.
- One member shall be a staff member of the Riley County K-State Research and Extension Office as appointed by the County Extension Director. This member shall not be required to be a resident of Riley County; This member shall not be subject to the term limitations of Section 4.
- One member shall be a staff member of the Manhattan Area Chamber of Commerce; This member shall not be required to be a resident of Riley County; This member shall not be subject to the term limitations of Section 4.

Section 4: In the sole discretion of the Board of Riley County Commissioners, three members of the Advisory Board shall be appointed for a term of one year; three members of the Advisory Board shall be appointed for a term of two years; and three members of the Advisory Board shall be appointed for a term of three years. Thereafter, all appointments shall be made by the Board of Riley County Commissioners for three-year terms. But members of the Advisory Board who no longer qualify for appointment under Section Three herein, shall vacate their position immediately. In the event of such vacancies, the Board of Riley County Commissioners shall make appointments for the unexpired terms of the member(s) who no longer qualify for appointment under Section Three herein. All members of the Advisory Board shall serve without compensation. In its sole discretion, the Board of Riley County Commissioners may dissolve the Advisory Board at any time, and may also remove members from the Advisory Board at any time.

Section 5: The Rural Economic Development Advisory Board shall meet monthly. A quorum of the Committee is established by a quorum of the Committee in attendance at any monthly meeting. Meetings of the Committee are subject to the requirements of the Kansas Open Meetings Act and shall be open to the public. Minutes shall be kept of all monthly Committee meetings.

Section 6: The Rural Economic Development Advisory Board shall provide policy recommendations to the Board of County Commissioners but shall not discuss or negotiate any development agreements. Any inquiry to the Advisory Board regarding pending or proposed development agreements shall be referred to the Board of County Commissioners.

Section 7: The Rural Economic Development Advisory Board shall serve in an advisory capacity to the Board of County Commissioners and shall have the following duties:

- (1) Review and provide recommendations to the Board of Riley County Commissioners on Rural Economic Development Strategies and possible Economic Development Incentive Policies;
- (2) Advise the Board of County Commissioners on the attraction and expansion of business, retail, industrial, agricultural and commercial development which is consistent with the County's comprehensive plan;
- (3) Review and provide recommendations to the Board of Riley County Commissioners regarding Economic Development policies, rules, regulations, and other matters relating to the economic development program of Riley County, as directed by the Board of County Commissioners; and
- (4) Collaborate with other governmental agencies, non-profit, and for-profit organizations in the advancement of economic development programs and projects, as directed by the Board of County Commissioners.

Section 8: This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners of Riley County, Kansas.

ADOPTED AND APPROVED on this _____ day of December, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS**

John Ford, Chairman

Greg McKinley, Vice-Chairman

Kathryn G. Focke, Member

ATTEST:

(Seal)

Rich Vargo, Riley County Clerk



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 9, 2021

SUBJECT: Indigent 2022 Contracts

PRESENTER: Clancy Holeman

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Brenda Jordan 2022 Contract (PDF)
- Chris Bailey 2022 Contract (PDF)
- Chris Biggs 2022 Contract (PDF)
- Miranda Johnson 2022 Contract (PDF)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter “Riley County”) and, **Brenda Jordan** an attorney (hereinafter “Attorney”) licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of December 2021.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter “Court Administrator”) is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT**. All terms of Request for Proposal No. 2006-1 are incorporated herein by reference, as though fully set out herein. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

- G. Attorney shall be competent to act as counsel in all of the above-described categories.
2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.
 3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for a term of 1 year, at the compensation levels set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney 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 Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.
 - 3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.
 - 3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.
 4. **COMPENSATION OF ATTORNEY.**
 - A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$4,745.83 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in “child in need of care” cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney’s Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st

Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- B. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for “Child in Need of Care” representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- C. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- D. **Appeals.** The aggregate sum of \$10,000.00 will be made available for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in excess of the hourly rate. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.

Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney’s services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

- 5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the

services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders

representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.

9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the caseloads, or in the event of conflict, may deviate from the rotational basis for assignment, in the

Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment.

The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally.

Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.

- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
- (ii.) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **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 this Agreement 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 Agreement 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 Riley County as a party, Attorney 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 Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement 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 Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed

by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement 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 Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement 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 Agreement.
 - a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - c) Pre-disbursement Requirements. Attorney must provide to Riley County the

documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

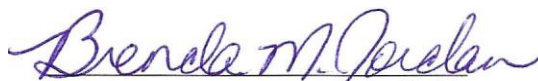
20. **LICENSES, PERMITS, INSURANCE**. Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS**. It is agreed that the Agreement, 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. **SURVIVABILITY**. The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: _____

_____, Chair

ATTORNEY


Bar #16585

Signature

Print Name: _____

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter “Riley County”) and, **Chris Bailey** an attorney (hereinafter “Attorney”) licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of December 2021.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter “Court Administrator”) is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** All terms of Request for Proposal No. 2006-1 are incorporated herein by reference, as though fully set out herein. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

- G. Attorney shall be competent to act as counsel in all of the above-described categories.
2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.
3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for a term of 1 year, at the compensation levels set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
- 3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney 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 Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.
- 3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.
- 3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.
4. **COMPENSATION OF ATTORNEY.**
- A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$4,745.83 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in “child in need of care” cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney’s Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st

Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- B. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for “Child in Need of Care” representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- C. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- D. **Appeals.** The aggregate sum of \$10,000.00 will be made available for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in excess of the hourly rate. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.

Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney’s services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

- 5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the

services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders

representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.

9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the caseloads, or in the event of conflict, may deviate from the rotational basis for assignment, in the

Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment.

The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally.

Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.

- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
- (ii) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **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 this Agreement 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 Agreement 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 Riley County as a party, Attorney 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 Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement 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 Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed

by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement 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 Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement 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 Agreement.
 - a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - c) Pre-disbursement Requirements. Attorney must provide to Riley County the

documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

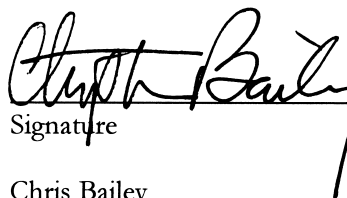
20. **LICENSES, PERMITS, INSURANCE.** Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, 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. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: _____

_____, Chair

ATTORNEY


Signature

Chris Bailey

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, **Chris Biggs** an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the 24th day of December 2021.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT**. All terms of Request for Proposal No. 2006-1 are incorporated herein by reference, as though fully set out herein. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

CB

G. Attorney shall be competent to act as counsel in all of the above-described categories.

2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for a term of 1 year, at the compensation levels set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney 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 Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

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

3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEY.**

A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$4,745.83 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney's Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st

Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- B. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- C. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
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Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or 1/2 of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney's services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or 1/2 of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

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services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

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representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

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Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment. The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally. Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.

- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
- (ii) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **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 this Agreement 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 Agreement 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 Riley County as a party, Attorney 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 Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement 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 Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed

by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement 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 Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement 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 Agreement.
 - a) Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - b) Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - c) Pre-disbursement Requirements. Attorney must provide to Riley County the

CB

documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

20. **LICENSES, PERMITS, INSURANCE.** Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, 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. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

By: _____

_____, Chair

ATTORNEY

Signature

Print Name: _____

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter “Riley County”) and, Miranda Johnson an attorney (hereinafter “Attorney”) licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of December 2021.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter “Court Administrator”) is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** All terms of Request for Proposal No. 2006-1 are incorporated herein by reference, as though fully set out herein. Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.

G. Attorney shall be competent to act as counsel in all of the above-described categories.

2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for a term of 1 year, at the compensation levels set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

- 3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney 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 Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

- 3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.

- 3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEY.**

- A. **Attorneys.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$4,745.83 per month. If services are performed for a period of less than one month, the payment shall be prorated. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; for long distance telephone; out-of-county mileage and out-of-county meals (limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines), copying expenses, and postage, along with discovery expenses related to copying discs supplied by the Riley County Attorney's Office, to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.) All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st

Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The voucher must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- B. **Continuing Legal Education Reimbursement.** In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for “Child in Need of Care” representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- C. **Expert Witnesses and Forensic Experts.** Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- D. **Appeals.** The aggregate sum of \$10,000.00 will be made available for additional expenses incurred by Attorney as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in excess of the hourly rate. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.

Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney’s services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement panel member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

- 5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the

services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. Records submitted by the Attorney must itemize separately their administrative time on panel business. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be currently practicing in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Model Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders

representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.

8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.
9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on the panel at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.
10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney on a rotational basis by the Clerk of the District Court, or by court order. The Clerk of the District Court, to equalize the caseloads, or in the event of conflict, may deviate from the rotational basis for assignment, in the

Clerk's sole discretion. Additionally, Attorney may, at any time, on an emergency basis, be assigned cases under this Agreement in a manner which deviates from the rotational basis for assignment. The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally. Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the panel of attorneys assigned to provide like services hereunder. **IT IS NOT THE PRIMARY RESPONSIBILITY OF THE COURT ADMINISTRATOR OR DISTRICT COURT CLERK TO PROVIDE THAT SUBSTITUTE ATTORNEY.** If Attorney is unable to provide a substitute attorney within the panel assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not on that panel. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.

- (i) Payment for non-panel substitute attorneys providing coverage for a Panel Attorney under this provision shall be solely the responsibility of the County.
- (ii) A panel member assigned a criminal case shall not schedule a court appearance outside the Twenty-First Judicial District on a Monday without the advance approval of the Riley County District Court Judge hearing that Attorney's panel cases.
 - a. Upon approval of the District Court Judge hearing the attorney's assigned docket to schedule a hearing outside of the Twenty-First District, the Clerk of the District Court will be notified by the Attorney.
 - b. After such notification, the Clerk of the District Court will not place any cases assigned to the Attorney from first appearances on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the Attorney had obtained approval to schedule an appearance outside of the Twenty-First Judicial District, the assigned panel Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, panel members are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any panel member with an emergency due to illness or unavoidable travel delay. Panel members should check the court holiday schedule early in 2022 and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **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 this Agreement 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 Agreement 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 Riley County as a party, Attorney 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 Riley County's objectives of this provision.
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by the Board of County Commissioners of Riley County, Kansas.

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 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement 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 Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
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 - c) Pre-disbursement Requirements. Attorney must provide to Riley County the

documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.

d) Mailing Address. Payments shall be mailed to Attorney's address as set forth herein.

20. **LICENSES, PERMITS, INSURANCE**. Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS**. It is agreed that the Agreement, 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. **SURVIVABILITY**. The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS

ATTORNEY

By: _____


Signature

_____, Chair

Print Name: Miranda B. Johnson

(Seal)

ATTEST:

Rich Vargo, Riley County Clerk

APPROVED AS TO FORM:

Clancy Holeman
Riley County Counselor



COUNTY CLERK & ELECTIONS
Tax Roll Correction

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

COMMISSION AGENDA REPORT

FROM: Lori Muir, Real Estate Specialist

MEETING: December 9, 2021

SUBJECT: Sign a Tax Roll Correction

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Correction.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- image17713 (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by LMUIR

2021/12/06

6.a

Taxpayer ID MILL0432
Owner ID MILL0432

Control # 2021001284

Tax Year 2021
Tract # MA00221

MILLER, FRANK III TRUST
LINDA S MILLER TRUST
3781 STAGG HILL RD

CAMA # 217-25-0-00-00-008-00-0-01

25-10-7 TR IN S/2
OF NW/4 TR WEST OF
ROAD IN SW/4 OF NE/4

TU 130 Manhattan Township
Parcel 1660
USD 383

MANHATTAN, KS 66502-8147

Property Address 1504 S ROSENCUTTER RD

APPRAISER SECTION (Value)

2021/12/06 LMUIR

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RR	19300	49690	68990

Appraised After Correction:

CL	Land	Imp	Total
RR	23100	22600	45700

Net Change
23290-

Total	19300	49690	68990
-------	-------	-------	-------

Total	23100	22600	45700
-------	-------	-------	-------

23290-

Assessed Prior to Correction:

RR			
	2220	5714	7934

Assessed After Correction:

RR			
	2657	2599	5256

Net Change

2678-

Total	2220	5714	7934
-------	------	------	------

Total	2657	2599	5256
-------	------	------	------

Total	2678-
-------	-------

SB41	2300
------	------

SB41	2300
------	------

SB41	
------	--

CLERK SECTION (Tax)

2021/12/06 LMUIR

ORDER PRINTED

Tax Prior to Correction:

Levy 121.54600	Gen Tax	964.36
	SB41 \$	46.00
SB41 Tax Dollars		918.36

Tax After Correction:

Levy 121.54600	Gen Tax	638.86
	SB41 \$	46.00
SB41 Tax Dollars		592.86

Net Change

325.50-
325.50-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	121.54600
Net Change in Levied Tax Dollars	325.50-

2678-

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 2.00%

Tax Statement # 22073

Comments PUP adjustment per Appraiser

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

325.50-

Owner MILL0432

MILLER, FRANK III TRUST

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

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: image17713 (11405 : Tax Roll Corrections)



COUNTY CLERK & ELECTIONS
License

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

COMMISSION AGENDA REPORT

FROM: Jodie Grimes, Account Clerk/License

MEETING: December 9, 2021

SUBJECT: Retail Dealer's 2022 Cereal Malt Beverages Licenses for Dara's Fast Lane, 5321 Tuttle Creek Blvd. & Dara's Fast Lane, 1132 Pillsbury Drive

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to sign Retail Dealer's 2022 Cereal Malt Beverages Licenses for Dara's Fast Lane, 5321 Tuttle Creek Blvd. & Dara's Fast Lane, 1132 Pillsbury Drive.

Move to deny

Enclosures:

- 2022 cereal malt beverage license Daras Fast Lane (PDF)

The board of county commissioners in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of such application.

NOTICE TO TOWNSHIP BOARD

State of Kansas, Riley County, ss.

To the Township Clerk, Manhattan Township, in said County:

This is to notify the members of your Township Board that application has been filed with the County Commissioners by Dara's Fast Lane

for a license to sell cereal malt beverages at retail in said Township, at _____

5321 Tuttle Creek Blvd Manhattan KS 66502

(Location as stated in application)

such sales* _____ to be broken case lots.

The Township Board may within ten (10) days file advisory recommendations as to the granting of such license and such advisory recommendations shall be considered by said Board of County Commissioners before such license is issued—K.S.A. 41-2702.

Done by the Board of County Commissioners, this 9th day of December 20 21

Attest:

Chairman.

County Clerk.

(SEAL)

*If sales are in original and unbroken case lots, insert the word "not" before "to be in broken case lots."

Attachment: 2022 cereal malt beverage license Dara's Fast Lane (11341 : Retail Dealer's 2022 Cereal Malt Beverages License)

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 75

RETAIL

No. 3

DEALER'S

2022

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to Chris Dara Dara's Fast Lane to sell at retail

CEREAL MALT BEVERAGES

Sale in original and unopened containers and not for consumption on the premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 5321 Tuttle Creek Blvd Manhattan KS 66502

(Give exact location, with street number, if any.)

in the Township of Manhattan in Riley County, Kansas,

Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire December 31, 2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Riley County, Kansas,

(SEAL) this 9th day of December, 20 21

Attest: _____

County Clerk

Chairman

Form B-374

The board of county commissioners in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of such application.

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1132 Pillsbury Dr Manhattan KS 66502

(Location as stated in application)

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Done by the Board of County Commissioners, this 9th day of December 20 21

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Chairman.

County Clerk.

(SEAL)

*If sales are in original and unbroken case lots, insert the word "not" before "to be in broken case lots."

Attachment: 2022 cereal malt beverage license Daras Fast Lane (11341 : Retail Dealer's 2022 Cereal Malt Beverages License)

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee, \$ 75

RETAIL

No. 2

DEALER'S

2022

LICENSE

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to Chris Dara Dara's Fast Lane to sell at retail

CEREAL MALT BEVERAGES

Sale in original and unopened containers and not for consumption on the premises

(State if for consumption on the premises, or for sale in original and unopened containers and not for consumption on the premises.)

at 1132 Pillsbury Dr Manhattan KS 66502
(Give exact location, with street number, if any.)

in the Township of Manhattan in Riley County, Kansas,

Application therefor, on file in the office of the County Clerk of said County, having been approved by the governing body of said Township, as provided by the Laws of Kansas, and the regulations of the Board of County Commissioners.

This License will expire December 31, 2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Done by the Board of County Commissioners of Riley County, Kansas,

(SEAL) this 9th day of December, 20 21

Attest: _____
County Clerk Chairman

Form B-374



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager

MEETING: December 9, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-12 A Isern (green) (PDF)
- 2021-12 N Henderson (green) (PDF)
- 2021-12 J Grimes (green) (PDF)
- 2021-12 J Godown (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add	Supervisor: Heather Ritchey	Fill Request Date: 12/3/2021
☐ Change	Dept Head: Julie Gibbs	Employee #

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

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

Isern	Anna		
Name: Last	First	Middle	Home Phone

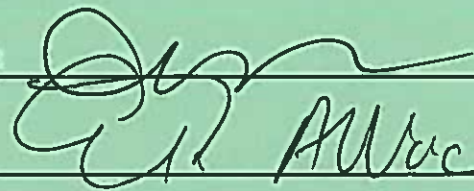
Address: Street	City	State	Zip

Child Care Surveyor I	Health Department	0030-000420
Position Title	Department	Fund

12/27/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

L	1	\$20.08	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department:  Date: 12-3-21

Personnel: Julie Gibbs 12/6/2021

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 12-3-2021
☒ Change		Employee #

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

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

Henderson	Nathan		
-----------	--------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Contact Tracer	Health Department	00030-0000400-0337
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Position Title Department Fund

12/22/2021	☐	☒		☒ Yes	☐ No
------------	--------------------------	-------------------------------------	--	---	-----------------------------

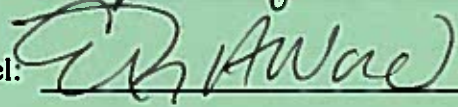
Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

B	9	\$15.80	☐ Hour	\$	☐ Bi-weekly	☐ 40	☐
---	---	---------	-------------------------------	----	------------------------------------	-----------------------------	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:  Date: 12-8-21

Personnel:  12/6/2021

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add	Supervisor: Susan Boller	Fill Request Date: 12/7/2021
☒ Change	Dept Head: Rich Vargo	Employee #

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

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

Grimes	Jodie		
--------	-------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Account Clerk-Licenses/Elections	Clerk	00001-000002
----------------------------------	-------	--------------

Position Title Department Fund

12/31/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
------------	---------------------------------	--	--	---	-----------------------------

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

H	8	\$20.55	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
---	---	---------	--	----	------------------------------------	--	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add	Supervisor:	Fill Request Date: 12/3/2021
☐ Change	Dept Head: Greg McHenry	Employee #

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

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

Godown	Joe		
--------	-----	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

Appraiser I-Personal Property	Appraiser	
-------------------------------	-----------	--

Position Title Department Fund

12/16/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
------------	---------------------------------	--	--	---	-----------------------------

Effective Date Ending Date For Temporary Is this a budgeted position?

F	3	\$16.06	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
---	---	---------	--	----	------------------------------------	--	--------------------------

Grade/Step Pay Rate Hours Per Workweek

Approvals:

Department: [Signature] Date: 12-6-21

Personnel: [Signature] 12/7/21

BOCC
Chairman: _____

Member: _____

Member: _____



**Board of Riley County
Commissioners
Regular Meeting
Minutes
December 06, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Attendee Name	Title	Status	Arrived
John Ford	County Commissioner	Present	8:30 AM
Kathryn Focke	County Commissioner	Present	8:30 AM
Greg McKinley	County Commissioner	Present	8:30 AM
Rich Vargo	County Clerk	Present	8:30 AM
Clancy Holeman	Counselor/Director of Administrative Services	Present	8:30 AM
Marvin Rodriguez		Present	8:30 AM
Cory Meyer	IT/GIS Director	Present	8:30 AM
Christian Bright	Manhattan Mercury	Present	8:30 AM
Elizabeth Ward	Human Resource Manager	Present	8:30 AM
Vivienne Uccello	PIO	Remote	8:30 AM
Tami Robison	Budget and Finance Officer	Present	8:48 AM
Gary Fike	County Extension Director	Present	9:50 AM
Amanda Smeller	Planning/Special Projects Director	Present	9:50 AM
Sam Hennigh	KMAN	Present	9:30 AM
Shilo Heger	Treasurer	Present	10:15 AM
Donna Borgerding	Vehicle Supervisor/Deputy Treasurer	Present	10:15 AM
Amy Manges	Register of Deeds	Present	10:15 AM
Jim Morrison		Present	10:31 AM
Bob Isaac	Planner	Present	11:00 AM
Craig Cox	Deputy County Counselor	Present	11:00 AM

Pledge of Allegiance

Public Comment

1. Public Comments

Rodriguez discussed a letter he received from Russell County regarding the 30 x 30 initiative introduced by President Biden. Rodriguez discussed the concern of farm and ranch land being taken out of production.

Rodriguez recommended the Board look at it and deny it until the details are more clear.

Commission Comments

2. Commission Comments

Ford's Comments:

Thursday afternoon we had our Annual Legislative Conference with our State Legislative delegation and with our contract lobbyists to discuss a host of state related issues and challenges we face here in Riley County. Thought the conversation and dialog went very well and look forward to seeing how we can progress on these items.

Thursday evening I attended the Tri Chapter of the Kansas Society of Professional Engineers Legislative night at the Midwest Dream Car Collection Museum. Other local city and county commissioners were present as were several local members of our State Legislative delegation as well. I gave a presentation on some of the things we are working on here in Riley County and the transportation and infrastructure challenges we face and how both private and public sector engineers are working with us to hopefully solve these issues. Dinner was catered by the Farmhouse once again and it was great to catch up with everybody once again.

Friday I took some time to talk to David Adams Riley County EMS/Ambulance Director on the upcoming EMS Facility RFQ, my recent tour of the Hardin County EMS Facility while back in Kentucky, and several other related items. I know he was busy on Friday so I appreciated him taking some time to discuss these items with me.

Spent some time over the weekend getting caught up on department head evaluations and reviewing all the new information and updates on the Land Development Regulations we will be discussing once again later this morning.

Also watched K-State win a gusty game last night versus Wichita State 65-59 and I'm looking forward to playing LSU in the Texas Bowl January 4th as well.

Lastly, I want to send my thoughts and condolences on the passing of Former Kansas Senator and Presidential candidate Bob Dole who passed away yesterday at the age of 98. Senator Dole was truly one of a kind and a maverick, serving not only his country in combat, but

Kansas in a constant, consistent and steadfast manner. His legacy will truly proceed him and he will be dearly missed.

McKinley's Comments:

After our meeting Thursday we met with the local state legislatures. We discussed how past legislation has taken away from county income and caused local taxes to go up. It was a good meeting and I believe they understand that actions taken at the state level can have a negative effect on local governments.

Thursday afternoon we started our department head evaluations.

Thursday evening I attended the Carol King Musical at McCain. It was a great show and it was good to be able to attend events at McCain again.

Friday I attended the kick off announcement for K-States plan for Economic Prosperity in Kansas. This is a 10-year plan to use the K-State abilities and experience to grow 3,000 jobs and 3 billion in direct investment in the Kansas economy. There weren't any details presented, but just an overview of the intentions. I was hoping to meet the new K-State president, but he had already left for North Carolina but had a taped response.

Friday evening we enjoyed the lighted Christmas parade in Manhattan.

Focke's Comments:

Thursday I attended the Legislative Conference in the afternoon which included Sen. Tom Hawk, Rep. Ron Highland, and Rep. Sydney Carlin. A very informational discussion was held with the Kansas Legislators concerning state legislation effects on county financials and property tax levies.

After the legislative discussion, we held personnel evaluations of department heads during executive sessions.

Friday I attended a presentation at the KSU Alumni Center on the KSU Plan for Economic Prosperity. The plan is to support agra-related business in Kansas to bring an estimated 3,000 jobs and 3 billion dollars into the state. It was well attended.

Spent time over the weekend going through e-mails and upcoming meetings and evaluations.

For the Riley County Commissioners' information I am traveling to Virginia with my daughter to help get her moved to their new home. Her husband is deployed until mid-January and she needs help getting unpacked and settled. I will be zooming into meetings on December 20th, 23rd, 27th and in-person on December 30th.

Business Meeting

3. Sign Riley County Personnel Action Form(s)

The Board of County Commissioners signed a Riley County Personnel Action Form for Allana Saenger-Parker, for a promotion, as a Museum Director, in the Museum Department, at a grade BB, at \$2,884.62 biweekly.

Review Minutes

4. Board of Riley County Commissioners - Regular Meeting - Dec 2, 2021 8:30 AM

Move to approve the minutes.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner
AYES:	Ford, Focke, McKinley

Review Tentative Agenda

5. Tentative Agenda

Press Conference Topics

6. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

7. Administrative Work Session
8. Pending County Projects County Counselor

9:00 AM

9. Executive session to discuss confidential legal advice regarding potential litigation issues

Move the County Commission, including Chairman Ford, Commissioner McKinley, and Commissioner Focke, recess into executive session on potential litigation for the purpose of consultation with Clancy Holeman, Riley County Counselor, attorney for the commission, on a matter which is deemed privileged in the attorney-client relationship, an exception to the Kansas Open Meetings Act, the open meeting to resume in the County Commission Chambers at 9:30 a.m. Tami Robison, Budget and Finance Officer, and Rich Vargo, County Clerk, will attend a portion of the session to provide factual information.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

9:30 AM

Move the Board of County Commissioners come out of executive session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

Move the record reflect action shall be taken consistent with the consensus reached in executive session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

9:30 AM

Press Conference

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

Steere reported RCPD is going through a large promotional process for several positions.

11. Downtown Manhattan update - Gina Snyder (3-5 minutes)

Snyder presented the Downtown Manhattan update.

Snyder encouraged the Riley County Commissioners to enter into future Christmas Lighted Parade.

12. Presentation of plaque to Dr. Tom Taul in recognition of serving 20 years on the RCPB/BOZA - John Ford and Amanda Smeller (3-5 minutes)

Reschedule.

9:50 AM

Clancy Holeman, Counselor/Director of Administrative Services

13. Approval of Resolution

Holeman presented the Rural Economic Development Advisory Board resolution.

Focke recommended term limits to a couple of the positions.

Move the Board approve the Resolution as presented, accepting all 'tracked' changes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

10:15 AM

Shilo Heger, Treasurer

14. Riley County Treasurer 2021 Goals and Accomplishments

Heger presented the Treasurer's Office goals and accomplishments.

10:30 AM Amy Manges, Register of Deeds

15. 2021 Accomplishments and 2022 Goals

Manges presented the Register of Deeds' goals and accomplishments.

10:45 AM Rich Vargo, County Clerk

16. Clerk's Office 2021 Accomplishments and 2022 Goals

Vargo presented the Clerk's Office goals and accomplishments.

11:00 AM Amanda Smeller, Planning/Special Projects Director

17. Consider ADOPTION of the “Riley County Land Development Regulations” (LDR) containing zoning and subdivision regulations, floodplain regulations, and zoning map, replacing and repealing, in their entirety, the existing Riley County Zoning Regulations (including Floodplain Regulations), Zoning Map, and Riley County Subdivision Regulations and to also consider ADOPTION of the “Driveway Standards in the Unincorporated Area of Riley County, Kansas” by reference.

Smeller presented the draft Riley County Land Development Regulations.

Cox presented the Wirtz's concerns with the short-term rentals section.

Cox stated the access easement does allow the short-term renters access to the property.

Cox said Mr. Morrison has concern on how enforcement will be administered.

Cox reviewed the enforcement process outlined in the regulations.

Ford discussed SB52, noise abatement act, and asked what it means it will give us on violations.

Holeman said it would be another item in the tool box for the cleanup of nuisance properties and allow Riley County to charge landowners for the cost.

Cox stated the short-term rentals were not addressed in the previous regulations.

Morrison stated Mr. Wirtz has been long suffering. Morrison said the Wirtz's is in favor of the short-term rentals being added to the regulations. Morrison said his request for the log for the tenants is at least the owner knows who caused the concern or was a witness. Morrison stated the county needs to be sure the short-term rental is not in violation of subdivision regulations.

Wirtz stated he has been enduring this for five years now and the police and Planning and Development Department say they cannot do anything about it.

Move to approve "Resolution No. 120621-49, A Resolution repealing and replacing, in their entirety, the zoning and subdivision regulations of Riley County, Kansas, including floodplain regulations, and adopting a single consolidated document entitled "Riley County Land Development Regulations" and the "Driveway Standards in the unincorporated area of Riley County, Kansas", by reference.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kathryn Focke, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

Ford discussed the Christmas Holiday, which falls on a Saturday.

Ford discussed providing an additional half day of holiday for staff on December 23, 2021.

Move to authorize an additional half day of holiday for Thursday, December 23, 2021.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Ford, County Commissioner
SECONDER:	Greg McKinley, County Commissioner
AYES:	Ford, Focke, McKinley

Adjournment

Move to adjourn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Greg McKinley, County Commissioner
SECONDER:	Kathryn Focke, County Commissioner

AYES: Ford, Focke, McKinley



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 13, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

1. Year to date budget and expenditure reports

9:15 AM

Flint Hills Regional Council Director

2. Flint Hills Regional Council update

9:30 AM

Press Conference

9:50 AM

Michael Boller, Noxious Weed Director

3. Commercial Pesticide Applicator Position Description Update

9:55 AM

Tami Robison, Budget and Finance Officer

4. Public hearing for 2021 budget amendment

10:10 AM

John Ellermann, Public Works Director/County Engineer

5. Project update

10:25 AM

Barry Wilkerson, Attorney

6. 2021 Accomplishments and 2022 Goals

Attachment: 12-13-21 tentative agenda (10515 : Tentative Agenda)

- 10:40 AM** **Clancy Holeman, Counselor/Director of Administrative Services**
 7. Administrative Work Session
- 11:00 AM** **Allana Saenger, Interim Museum Director**
 8. Riley County Historical Society As Needed and Museum Assistant
- 11:15 AM** **Amanda Smeller, Planning/Special Projects Director**
 9. CDBG Grant Closeout Forms
- 11:30 AM** **Kent Glasscock and Kelly Sartorius**
 10. Freedom's Frontiers Foundation
- 11:45 AM** **Elizabeth Ward, Human Resource Manager**
 11. Payscale and Elected Officials Resolution
- 12:00 PM** **County Officials Luncheon**
- 1:15 PM** **Executive Sessions to discuss department head evaluations**
 12. 1:15 Clancy Holeman, Counselor/Director of Administrative Services
 13. 1:45 David Adams, EMS/Ambulance Director
 14. 2:15 Greg McHenry, Appraiser

Adjournment

Announcements

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, December 14, 2021 (KF).

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 16, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

[District 3 – Kathryn Focke, 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

Jim Genandt, MATC President

2. MATC update

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:50 AM

Break

10:00 AM

Gary Fike, County Extension Director

4. Staff update

10:15 AM

Dennis Butler, RCPD Director

5. RCPD update

10:30 AM

Ron Fehr, Manhattan City Manager

6. Manhattan City General Update

11:30 AM

Training Committee

7. Employee Training Day

Attachment: 12-16-21 tentative agenda (10515 : Tentative Agenda)

Adjournment

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

Attachment: 12-16-21 tentative agenda (10515 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: December 9, 2021

SUBJECT: Review and Approve Aggieville Substation RCPD Lease

PRESENTER: Clancy Holeman

BACKGROUND

Attached for your review is the proposed 2022 lease between Riley County and the landlord of the Aggieville Substation used by RCPD.

DISCUSSION

The substation is one of the law enforcement "facilities" Riley County has traditionally assumed responsibility for providing under state statute.

FISCAL IMPACT

The proposed lease is as the same monthly rate paid by the BOCC in 2021. Mr. Riffel's expressed motivation is to try and provide this property to Riley County each year at a price which represents a service to the community.

RECOMMENDATION(S)

I recommend you approve the lease as presented.

POSSIBLE MOTION(S)

- A. "I move the Board approve the lease as presented."
- B. "I move the Board approve the lease with the following changes... ."
- C. "I move the Board not approve the lease as presented."

Enclosures:

- Riley Co.-GJL Lease Renewal (PDF)

LEASE RENEWAL AGREEMENT

This agreement, made this ____ day of December, 2021 by and between GJL Real Estate Limited Partnership (Lessor) and Riley County (Lessee).

The parties do hereby agree and stipulate that they have previously entered into a lease agreement dated the 22nd of September, 1993 for the property describe as follows:

Approximately 612 +/- square feet of space (the leased premises) comprising a portion of the premises commonly known as 1113 Moro Street, Manhattan, Kansas 66502 and herein by reference (the premises).

The parties do hereby mutually covenant and agree that the term of the lease described above is hereby extended for the period of one (1) year, said extension to commence the 1st day of January, 2022 and shall terminate on the 31st day of December, 2022. Lessee shall have the right to terminate the lease by providing a written 30 day notice to Lessor of said intent to terminate the lease. This extension shall be subject to all the terms, conditions, covenants, restrictions and agreements of the original lease fully repeated herein.

Exceptions to original terms:

- The rental amount for the year of the extension will be Ten Thousand Five Hundred Dollars and 00/100 (\$10,500.00) with equal monthly installments of Eight Hundred-Seventy-Five Dollars and 00/100 (\$875.00).
- The original Lessor under the Lease was GJL Real Estate, a Kansas general partnership. On December 29, 1999 the general partnership was converted to a limited partnership under the name and style of GJL Real Estate Limited Partnership, a Kansas limited partnership.

LESSOR:

GJL Real Estate Limited Partnership

By: 

Date: 11-27-21

LESSEE:

Board of Commissioners of

Riley County, Kansas

By: _____

Date: _____

Attachment: Riley Co.-GJL Lease Renewal (11400 : Lease)



RILEY COUNTY FIRE DISTRICT #1
Grant

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

COMMISSION AGENDA REPORT

FROM: Russel Stukey

MEETING: December 9, 2021

SUBJECT: Accept Firefighter recruitment and safety grant from the KS State Fire Marshal's Office

PRESENTER: Chief Russel Stukey and/or Deputy Chief John Martens

POSSIBLE MOTION(S)

Move to approve acceptance of State of KS Fire Marshal recruitment and safety grant in the amount of \$3,400 and direct Chief Stukey to sign appropriate documentation to complete grant process.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- FF Recruitment and Safety grant 12-2021 (PDF)

Office of the State Fire Marshal
800 SW Jackson, Suite 104
Topeka, KS 66612-1216

Doug Jorgensen, State Fire Marshal



Phone: (785) 296-3401
Fax: (785) 296-0151
www.firemarshal.ks.gov

Laura Kelly, Governor

November 30, 2021

Chief Russel Stukey
Riley County Fire District #1
115 North 4th
Manhattan, KS 66502

Dear Chief Stukey:

Congratulations! The Office of the State Fire Marshal has approved a grant of \$3,400 through the Kansas Firefighter Recruitment and Safety Grant (KFRSG) program. These funds are to be used only for the items that were detailed in your grant request.

This year, we received grant requests from 42 departments, totaling over \$600,000, while our total available funds to distribute were \$100,000.

Our offer of this grant is subject to your agreement to:

1. Use the grant funds only as specified in the approved grant proposal.
2. Maintain your records to show and account for the uses of grant funds.
3. Allow OSFM access to records to verify grant expenditures and activities.
4. Provide written acknowledgment of receipt of payments of grant funds.
5. Repay any portion of the funds not used for the specified purposes.
6. Refrain from use of the funds for any purpose prohibited by law.
7. Cooperate with any efforts of OSFM to publicize the grant award.
8. Comply with reasonable requests for information about program activities.

If your organization agrees to these terms, please have an authorized representative sign and return one copy of this letter by January 3, 2022. We appreciate being able to assist you with your efforts.

As you may know, due to a lack of funding in the OSFM budget, the KFRSG program was reduced to \$100,000 this year and is scheduled to be discontinued for next year. If you would like to see this important program continue, please consider you and the members of your department, contacting your state senator and representative and urging them to support the continuation of the KFRSG program with additional funding for the OSFM during the upcoming legislative session. Share with them how important the grant program has been to your department, community, and the state fire service.

Sincerely,

Doug Jorgensen
State Fire Marshal

We agree to the terms outlined above: _____
(Chief of Department Signature)

Printed Name: _____ Date: _____

REQUIRED PROCESS FOR RECEIVING YOUR GRANT AWARD

CHECKLIST

- ☐ Sign and return the acknowledgement letter by January 3, 2022.
- ☐ Order the approved equipment.
- ☐ Submit the following to OSFM no later than March 31, 2022:
 - ☐ W-9
 - ☐ DA-130 Form
 - ☐ Mail/email a copy of itemized invoice(s) and original packing slip(s) to:

Kelly Ingold
Office of the State Fire Marshal
800 SW Jackson, Suite 104
Topeka, KS 66612-1216

Phone: 785-291-3586
Fax: 785-296-8155
Email: kelly.ingold@ks.gov
- ☐ OSFM will reimburse your department for costs up to the approved amount.

*****Please retain this checklist for your records.***



COUNTY TREASURER'S OFFICE
Staff Update

Shilo Heger
Treasurer
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6320

STAFF REPORT

FROM: Shilo Heger

MEETING: December 9, 2021

SUBJECT: November 2021 Revenue Reporting - Riley County Treasurer

PRESENTER: Shilo Heger

Enclosures:

- November 2021 Financials (PDF)

**Riley County Balance Sheet
November 30, 2021**

15.a

Assets		Liabilities/Fund Balances		
KS State Bank-Checking	43,842,084.11	County General		17,850,676.84
KS State Bank-ARP	7,112,456.90	Disaster Fund (ARPA Funds)		7,112,456.90
Riley State Bank	121,255.64	Health Department		1,432,130.61
Leonardville State Bank	5,000.00	Capital Improvements Fund		8,465,025.18
Sunflower Bank	0.00	Economic Development		122,019.51
Cash on Hand	43,836.27	RCPD Levy/Inmate Medical		1,430,310.59
CD/CDARS	6,500,000.00	Radio Infrastructure Project		0.00
		Bond & Interest		215,198.62
		Road & Bridge Capital Projects		5,957,973.80
		Landfill Closure		39,811.16
		County Building		149,815.93
		County Auction		7,131.49
		Solid Waste		688,235.32
		Emergency Management		750,082.22
		Fire District #1		568,552.82
		Register of Deeds Tech Fund		200,909.70
		Clerk Tech Fund		126,923.71
		Treasurer Tech Fund		74,745.80
		Motor Vehicle Operations		80,526.42
		RCPD Ops/IT Reserve/Seizure		1,913,996.58
		District Court-Technology		178,551.13
		Court Services		3,155.20
		EMS Grants		6,067.64
		Museum Bequest		6,582.25
		War Memorial Fund		10,670.07
		Miscellaneous		39,124.82
		Community Corrections		168,430.22
		JJA Prevention	Teen Court	Adult Services
		Juvenile Intake Case Manager	Juvenile Service	Special Alcohol
		County Attorney		4,408.49
		Special Prosecutor Trust	PATF	
		Benefit Districts		940,068.84
		University Park	Moehlman Bottoms	Deep Creek
		Carson Sewer	Valleywood	Lakeside Heights
		Hunters Island	Terra Heights	Konza
		Mertz/McGehee Drainage		
		Funds to be Distributed		554,505.12
		City Funds	Wildlife & Parks	School Funds
		Township Funds	Special Assessments	State Funds
		Cemetery Funds		
		Tax Holding Funds		8,526,545.94
		Commercial Vehicle Fees	16/20M Truck Taxes	Advance Tax
		Recreational Vehicle Tax	Current Ad Valorem Tax	Sales Tax Coll
		Motor Vehicle Tax	Delinquent PP Tax	Driver's License
		Motor Vehicle Registrations	Delinquent RL Tax	Veh Rental Excise
TOTAL ASSETS	<u>\$ 57,624,632.92</u>	TOTAL LIABILITIES & FUND BAL		<u>57,624,632.92</u>

Attachment: November 2021 Financials (11340 : November Treasurer's Report-2021)

Investments and Interest
November 30, 2021
Investments & Year to Date Interest

Bank	CDs	Checking Savings	Year to Date Interest	2020 Interest
KS State Bank	\$0.00	\$50,954,541.01	\$37,292.35	
Riley State Bank	\$500,000.00	\$121,255.64	\$7,761.57	
Leonardville State Bank	\$0.00	\$5,000.00	\$5.50	
Sunflower	\$0.00	\$0.00	\$2,504.31	
UMB	\$1,900,000.00	\$0.00	\$0.00	
Landmark National Bank	\$0.00	\$0.00	\$0.00	
Intrust	\$1,000,000.00	\$0.00	\$2,541.90	
Capitol Federal	\$0.00	\$0.00	\$2,393.42	
Community 1st National Bank	\$0.00	\$0.00	\$41,086.89	
United Bank	\$0.00	\$0.00	\$0.00	
Municipal Investment Pool	\$0.00	\$0.00	\$0.00	
Commerce Bank	\$2,600,000.00	\$0.00	\$1,215.83	
Central National Bank	\$500,000.00	\$0.00	\$10,564.80	
US Bancorp	\$0.00	\$0.00	\$0.00	
Total	\$6,500,000.00	\$51,080,796.65	\$105,366.57	\$575,159.53
Cash & Transfer items	\$43,836.27			
Total on Deposit	\$57,624,632.92			
			2021	2020
Interest Transfers				
Capital Improvements #145			\$4,539.98	\$66,724.57
Emergency 911 #148			\$433.22	\$5,550.50
Reg of Deeds Technology #106			\$91.16	\$939.02
Clerk Technology #107			\$58.95	\$630.69
Treasurer Technology #108			\$30.58	\$307.27
RCPD Seizure Funds			\$156.09	\$184.89
Total Transfers			\$5,309.98	\$74,336.94
Net Interest to County General			\$97,552.28	\$479,949.50
Budget			\$ 200,000.00	\$450,000.00
% Collected			48.78%	106.66%
% Over(Under Budget)			-42.89%	
Interest to CIP - Radio Project			\$2,504.31	\$20,873.09
Interest - ARPA Fund			\$608.90	\$0.00
Interest rate on active checking account		0.05%		
Interest rate on one year investments		0.00%		

Attachment: November 2021 Financials (11340 : November Treasurer's Report-2021)

**General Fund Revenue Detail
Through November 30, 2021**

	November		Year To Date		
	Actual	Budget	Actual	Budget	Variance
Motor Vehicle					
Motor Vehicle	0.00	0.00	2,125,801.95	2,098,100.26	27,701.69
Vehicle Rental Excise	0.00	0.00	15,085.08	35,605.00	-20,519.92
Recreational Vehicle	0.00	0.00	20,660.38	18,790.06	1,870.32
Commercial Vehicles	0.00	0.00	82,258.17	87,016.00	-4,757.83
Ad Valorem					
RL/Oil/PP	0.00	0.00	23,170,428.43	23,681,103.60	-510,675.17
Intangible	0.00	0.00	294,854.80	199,173.10	95,681.70
16/20 M Trucks	0.00	0.00	15,963.14	16,887.25	-924.11
Watercraft	0.00	0.00	10,733.71	11,419.60	-685.89
Delinquent Tax	0.00	0.00	423,575.55	0.00	423,575.55
Sales Tax	152,750.23	125,000.00	1,849,935.09	1,375,000.00	474,935.09
Payment In Lieu of Tax	0.00	0.00	39,132.00	18,500.00	20,632.00
City/County Highway	0.00	0.00	1,108,097.76	1,105,011.00	3,086.76
Interest/Penalties	13,338.15	16,666.67	379,126.90	183,333.33	195,793.57
Investment Interest	1,515.40	16,666.67	97,552.28	183,333.33	-85,781.05
Recording Fees	47,394.00	22,916.67	609,031.00	252,083.33	356,947.67
Hertiage Trust Fund	3,496.00	0.00	45,110.00	0.00	45,110.00
Juvenile Supervision Fees	25.00	41.67	326.39	458.33	-131.94
Diversion Fees	0.00	4,333.33	56,767.83	47,666.67	9,101.16
Franchise Fees	0.00	0.00	33,963.67	40,000.00	-6,036.33
Miscellaneous	13.02	0.00	2,732.05	0.00	2,732.05
Departments					
Clerk	180.00	291.67	1,387.79	3,208.33	-1,820.54
Register of Deeds	2,273.60	3,750.00	41,266.85	41,250.00	16.85
Treasurer	751.50	625.00	3,814.97	6,875.00	-3,060.03
Clerk of the District Court	1,693.92	3,750.00	27,705.40	41,250.00	-13,544.60
Emergency Management	0.00	2,500.00	46,466.61	27,500.00	18,966.61
Coroner	0.00	0.00	3,952.41	0.00	3,952.41
Fair	2,943.50	2,500.00	14,302.50	27,500.00	-13,197.50
Museum	0.00	0.00	19,015.00	0.00	19,015.00
Election	114.52	166.67	57,026.26	1,833.33	55,192.93
Ambulance/EMS	119,547.50	92,535.17	1,216,500.42	1,017,886.83	198,613.59
Appraiser	25.50	1,166.67	9,765.92	12,833.33	-3,067.41
Planning & Development	3,382.95	2,916.67	35,718.44	32,083.33	3,635.11
Information Systems	126.00	0.00	19,540.21	0.00	19,540.21
General-General	5,497.75	0.00	125,605.83	0.00	125,605.83
Public Works	33,693.49	40,000.00	390,840.57	440,000.00	-49,159.43
Noxious Weed	5,088.05	10,000.00	101,504.56	110,000.00	-8,495.44
Total Before Transfers	393,850.08	345,826.83	32,495,549.92	31,115,701.04	1,379,848.88
Transfers In	1,082.80		2,897,270.81	0.00	0.00
Total After Transfers	394,932.88	345,826.83	35,392,820.73	31,115,701.04	4,277,119.69
Over/Under Budget Before Transfers	13.89%		4.43%		
Over/Under Budget After Transfers	14.20%		13.75%		

Attachment: November 2021 Financials (11340 : November Treasurer's Report-2021)

2021 General Fund Revenue
Year To Date

15.a

	November		Year To Date		
	Actual	Budget	Actual	Budget	% of Budget Collected
Motor Vehicle					
Motor Vehicle	0.00	0.00	2,125,801.95	2,098,101.00	101.32%
Vehicle Rental Excise	0.00	0.00	15,085.08	35,605.00	42.37%
Recreational Vehicle	0.00	0.00	20,660.38	18,790.00	109.95%
Commercial Vehicles	0.00	0.00	82,258.17	87,016.00	94.53%
Ad Valorem					
RL/Oil/PP	0.00	0.00	23,170,428.43	23,681,104.00	97.84%
Intangible	0.00	0.00	294,854.80	199,173.00	148.04%
16/20 M Trucks	0.00	0.00	15,963.14	16,887.00	94.53%
Watercraft	0.00	0.00	10,733.71	11,419.00	94.00%
Delinquent Tax	0.00	0.00	423,575.55	0.00	0.00%
Sales Tax	152,750.23	125,000.00	1,849,935.09	1,500,000.00	123.33%
Payment In Lieu of Tax	0.00	0.00	39,132.00	37,000.00	105.76%
City/County Highway	0.00	0.00	1,108,097.76	1,105,010.00	100.28%
Interest/Penalties	13,338.15	16,666.67	379,126.90	200,000.00	189.56%
Investment Interest	1,515.40	16,666.67	97,552.28	200,000.00	48.78%
Recording Fees	47,394.00	22,916.67	609,031.00	275,000.00	221.47%
Hertiage Trust Fund	3,496.00	0.00	45,110.00	0.00	0.00%
Juvenile Supervision Fees	25.00	41.67	326.39	500.00	65.28%
Diversion Fees	0.00	4,333.33	56,767.83	52,000.00	109.17%
Franchise Fees	0.00	0.00	33,963.67	40,000.00	84.91%
Miscellaneous	13.02	0.00	2,732.05	0.00	0.00%
Departments					
Clerk	180.00	291.67	1,387.79	3,500.00	39.65%
Register of Deeds	2,273.60	3,750.00	41,266.85	45,000.00	91.70%
Treasurer	751.50	625.00	3,814.97	7,500.00	50.87%
Clerk of the District Court	1,693.92	3,750.00	27,705.40	45,000.00	61.57%
Emergency Management	0.00	2,500.00	46,466.61	30,000.00	0.00%
Coroner	0.00	0.00	3,952.41	0.00	0.00%
Fair	2,943.50	2,500.00	14,302.50	30,000.00	47.68%
Museum	0.00	0.00	19,015.00	0.00	0.00%
Election	114.52	166.67	57,026.26	2,000.00	2851.31%
Ambulance/EMS	119,547.50	92,535.17	1,216,500.42	1,110,422.00	109.55%
Appraiser	25.50	1,166.67	9,765.92	14,000.00	69.76%
Planning & Development	3,382.95	2,916.67	35,718.44	35,000.00	102.05%
Information Systems	126.00	0.00	19,540.21	0.00	0.00%
General-General	5,497.75	0.00	125,605.83	0.00	0.00%
Public Works	33,693.49	40,000.00	390,840.57	480,000.00	81.43%
Noxious Weed	5,088.05	10,000.00	101,504.56	120,000.00	84.59%
Total Before Transfers	393,850.08	345,826.83	32,495,549.92	31,480,027.00	103.23%
Transfers In	1,082.80		2,897,270.81	0.00	0.00%
Total After Transfers	394,932.88	345,826.83	35,392,820.73	31,480,027.00	112.43%
Over/Under Budget Before Transfers	13.89%				
Over/Under Budget After Transfers	14.20%				
November = 91.67% of the budget					

Attachment: November 2021 Financials (11340 : November Treasurer's Report-2021)

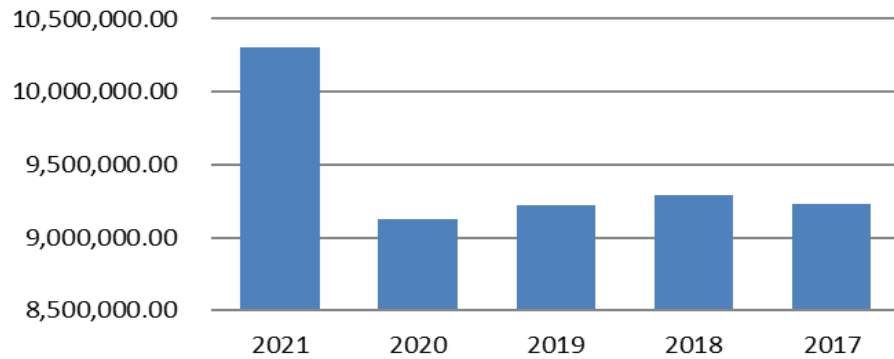
**Sales Tax Received
November 30, 2021**

	County General		Road & Bridge Cap Fund		Prior Year Variance	Total Collected	2021 Budget	% Over Budget
	2020	2021	2020	2021				
January (Nov Sales)	157,610.46	158,605.23	157,610.46	158,605.22	0.63%	317,210.45	250,000.00	26.8%
February (Dec sales)	175,524.77	166,103.83	175,524.76	166,103.82	-5.37%	332,207.65	250,000.00	32.8%
March (Jan sales)	141,647.43	166,534.18	141,647.42	166,534.17	17.57%	333,068.35	250,000.00	33.2%
April (Feb sales)	138,252.67	152,296.10	138,252.66	152,296.09	10.16%	304,592.19	250,000.00	21.8%
May (Mar sales)	133,567.21	176,602.73	133,567.21	176,602.72	32.22%	353,205.45	250,000.00	41.2%
June (Apr sales)	126,023.04	176,260.61	126,023.03	176,260.61	39.86%	352,521.22	250,000.00	41.0%
July (May sales)	144,801.12	176,957.79	144,801.12	176,957.78	22.21%	353,915.57	250,000.00	41.5%
August (June sales)	170,498.20	166,514.97	170,498.20	166,514.96	-2.34%	333,029.93	250,000.00	33.2%
September (July sales)	131,862.24	172,562.19	131,862.23	172,562.18	30.87%	345,124.37	250,000.00	38.0%
October (Aug sales)	167,930.55	184,747.23	167,930.54	184,747.23	10.01%	369,494.46	250,000.00	47.8%
November (Sept sales)	154,998.26	152,750.23	154,998.25	152,750.23	-1.45%	305,500.46	250,000.00	22.2%
December (Oct sales)	164,742.15		164,742.15		-100.00%	0.00	250,000.00	-100.0%
Year to Date	\$1,807,458.10	\$1,849,935.08	\$1,807,458.03	\$1,849,935.01	2.35%	\$3,699,870.09	\$3,000,000.00	23.3%

	2020	2021
Sales Tax Collected	\$3,614,916.13	\$3,699,870.09
Budget	\$3,000,000.00	\$3,000,000.00
% of Budget Collected	120.50%	123.33%
% Over Budget	20.50%	31.66%

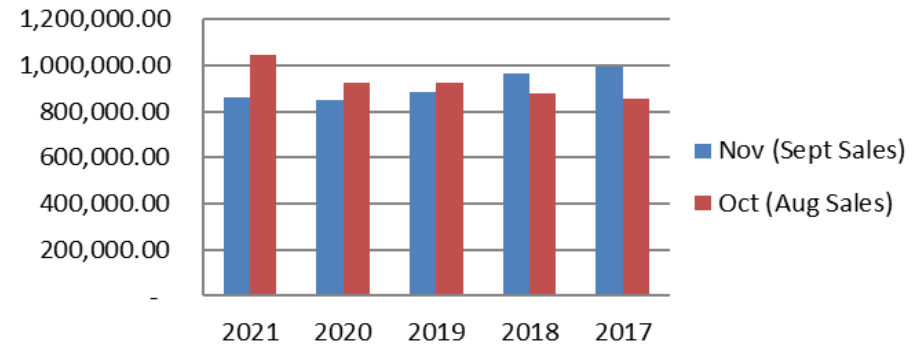
Attachment: November 2021 Financials (11340 : November Treasurer's Report-2021)

Sales Tax History Year to Date Nov (Sept Sales)



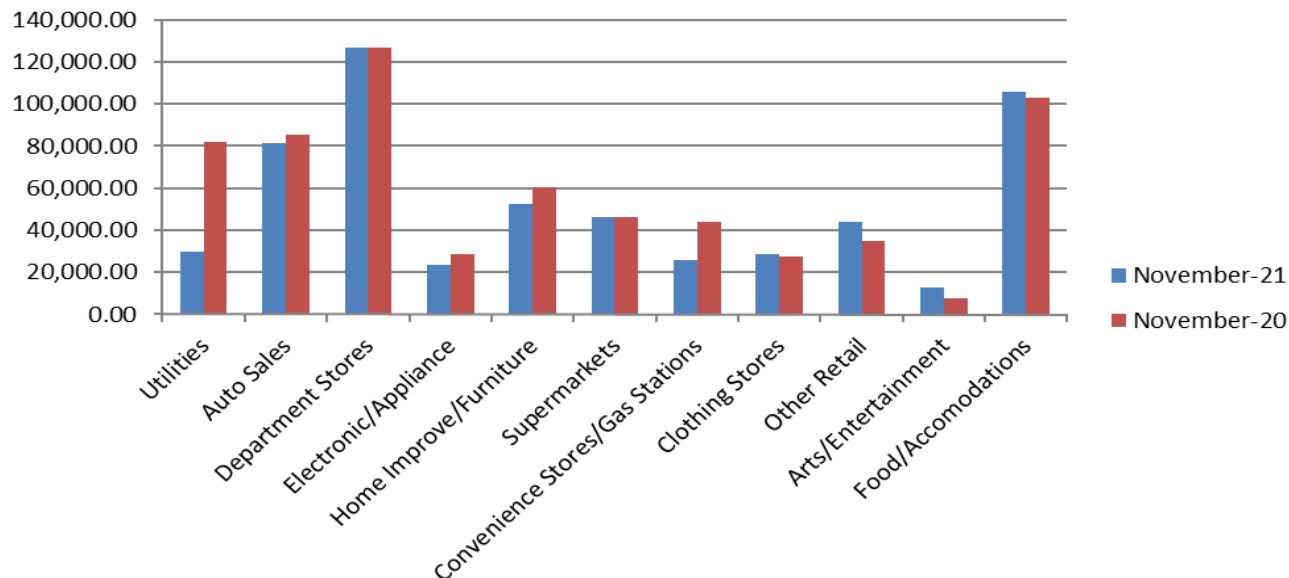
Year to Date Sales Tax is up 12.90% compared to Nov 2020

Sales Tax History Prior month comparison



November 2021 Sales Tax is down 17.32% compared to October 2021

Prior Year Comparison November 2020-November 2021



November 2021 Sales Tax is up 1.32% compared to November 2020

Auto/RV/MC Dealers	-4.6
Department Stores/Specialty Stores	-0.2
Electronic/Appliance	-16.5
Home Improve/Furniture	-12.8
Supermarkets	-0.2
Convenience Stores/Gas Stations	-41.1
Clothing Stores	6.1
Other Retail	24.8
Utilities	-63.6
Arts/Entertainment/ Recreation	62.7
Accommodation/Food Services	2.6

**Sales Tax/Use Tax Comparison
2020/2021**

	2020	2021		2020	2021		2020	2021	
	Use Tax		% Change	Sales Tax		% Change	Total		% Change
Janaury (Nov Sales)	113,497.53	140,065.96	23.41%	780,092.69	731,676.02	-6.21%	893,590.22	871,741.98	-2.44%
February (Dec Sales)	136,599.50	140,908.95	3.15%	842,707.15	777,357.41	-7.75%	979,306.65	918,266.36	-6.23%
March (Jan Sales)	114,829.14	161,815.02	40.92%	675,465.39	758,830.43	12.34%	790,294.53	920,645.45	16.49%
April (Feb Sales)	92,653.89	174,167.99	87.98%	678,700.29	667,765.52	-1.61%	771,354.18	841,933.51	9.15%
May (Mar Sales)	103,698.89	112,712.06	8.69%	641,513.61	863,595.03	34.62%	745,212.50	976,307.09	31.01%
June (Apr Sales)	111,757.65	148,631.96	32.99%	591,363.58	825,783.79	39.64%	703,121.23	974,415.75	38.58%
July (May Sales)	142,828.87	152,751.87	6.95%	665,061.20	825,518.10	24.13%	807,890.07	978,269.97	21.09%
August (Jun Sales)	174,712.05	171,338.18	-1.93%	762,397.36	769,597.25	0.94%	937,109.41	940,935.43	0.41%
September (Jul Sales)	123,569.05	159,656.02	29.20%	601,185.50	815,450.80	35.64%	724,754.55	975,106.82	34.54%
October (Aug Sales)	137,659.60	192,104.36	39.55%	785,337.13	851,857.11	8.47%	922,996.73	1,043,961.47	13.11%
November (Sep Sales)	132,966.28	149,523.03	12.45%	718,950.79	713,631.18	-0.74%	851,917.07	863,154.21	1.32%
December (Oct Sales)	142,786.84		-100.00%	762,685.56		-100.00%	905,472.40	0.00	-100.00%



HEALTH DEPARTMENT
Update

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: December 9, 2021

SUBJECT: Riley County Health Department Monthly Update

PRESENTER: Julie Gibbs

Updates

Enclosures:

- 2021 budget to actual_November21 (PDF)
- BOHmonthlyreportDEC2021 (PDF)

RILEY COUNTY HEALTH DEPARTMENT
2021 Budget to Actual Comparison of Revenues and Expenses
January 1, 2021-November 30, 2021
91.1% of year

ACTUAL REG. CASH BAL. \$783,651.18

	Total Budget	Total Actuals	General		Emergency Preparedness		WIC		Kansas Health Foundation		CDRR		KCCCF		Child Care Licensing		Family Planning		Immunization Action Plan		MCH		OPEI		Smart Start/ECRG		State Formula		March of Dimes		Wildcat Region PHEP	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Revenues																																
Grants	2,642,296.00	3,593,774.65	-	662,294.15	49,578.00	71,123.27	901,636.00	944,436.00	75,000.00	25,000.00	45,000.00	45,338.00	-	79,490.85	209,133.00	235,207.00	154,712.00	175,769.00	9,060.00	53,482.77	131,556.00	168,366.92	220,000.00	277,711.54	756,386.00	762,998.88	50,148.00	52,808.00	10,000.00	7,230.77	30,087.00	30,517.50
Client Fees	94,750.00	90,543.30	-	-	-	-	-	-	-	-	-	-	-	-	18,000.00	26,317.50	12,000.00	17,391.91	35,000.00	10,477.80	500.00	40.00	-	-	-	-	-	9,250.00	5,315.99	-	-	-
Medicaid	46,500.00	25,769.29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000.00	9,203.36	28,000.00	13,174.53	8,500.00	1,967.65	-	-	-	-	-	-	1,000.00	1,423.75	-	-
Insurance	276,500.00	341,839.32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000.00	26,133.26	225,000.00	103,873.17	1,500.00	279.63	-	-	-	-	-	-	10,000.00	11,553.26	-	-
Transfer from General	1,154,526.00	1,154,526.00	1,154,526.00	1,154,526.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	-	7,382.98	-	2,100.06	-	108.28	-	974.52	-	-	-	1,283.37	-	116.67	-	466.68	-	583.35	-	116.67	-	466.68	-	350.01	-	-	-	-	700.03	-	-	116.67
Transfer in CARES	-	243,096.36	-	243,096.36	-	-	-	-	-	479.83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	25,296.00	56,772.83	25,296.00	43,836.72	-	-	-	-	-	1,800.00	-	-	-	-	-	-	-	-	-	-	-	-	217.71	-	-	-	-	-	-	50.02	-	-
TOTALS	4,239,868.00	5,280,794.73	1,179,822.00	2,105,953.34	49,578.00	71,231.55	901,636.00	945,890.35	75,000.00	26,800.00	45,000.00	46,621.37	-	79,607.52	227,133.00	261,991.18	240,712.00	229,080.88	297,060.00	191,413.54	137,056.00	171,338.59	220,000.00	278,061.55	756,386.00	763,698.90	70,398.00	71,267.69	10,000.00	7,230.77	30,087.00	30,517.50
% of Budget Received		124.55%		178.50%		143.68%		104.91%		35.73%		103.60%			115.35%		95.17%		64.44%		125.01%		126.39%		100.97%		101.24%		72.31%		101.43%	
Expenses																																
Total Personnel	3,455,815.00	3,203,187.56	972,314.00	740,340.41	70,111.00	60,600.03	840,263.00	623,789.31	67,697.00	-	36,941.00	21,312.45	-	41,737.34	261,870.00	231,832.39	358,803.00	260,897.64	169,410.00	132,589.77	262,060.00	222,305.77	369,836.00	306,081.34	374,662.00	344,658.54	378,513.00	224,511.75	-	3,388.00	2,931.22	
Total Contract	807,445.00	925,489.87	193,190.00	347,347.37	1,025.00	3,254.96	23,304.00	14,444.44	2,930.00	9,504.75	8,350.00	11,451.05	-	20,964.66	13,315.00	8,345.92	25,800.00	12,947.83	6,800.00	5,684.26	8,560.00	13,717.79	66,270.00	47,403.29	384,746.00	374,274.14	58,500.00	43,211.69	-	14,655.00	12,937.72	
Total Commodities	453,497.00	484,446.95	11,500.00	153,281.20	-	1,979.35	17,100.00	8,281.85	2,351.00	33,155.37	1,100.00	2,925.40	-	14,765.28	2,825.00	1,138.51	58,750.00	30,844.04	254,850.00	104,656.80	5,400.00	5,971.19	3,400.00	1,688.19	60,325.00	41,425.07	13,950.00	4,446.32	10,000.00	5,098.42	11,946.00	4,208.96
Capital	389,433.00	68,015.12	385,933.00	14,351.75	-	-	-	-	-	-	-	2,464.19	-	5,602.45	-	2,735.71	-	-	-	34,415.72	-	-	-	-	-	15,669.15	3,500.00	-	-	-	-	12,799.19
Transfers Out	-	1,082.80	-	-	-	-	-	-	-	-	-	1,082.80	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	4,806,190.00	4,632,221.30	762,937.00	1,255,120.69	71,136.00	65,834.34	880,667.00	646,515.60	72,078.00	65,124.31	46,391.00	35,488.90	-	83,070.73	277,960.00	234,632.53	433,353.00	304,689.51	431,040.00	257,146.55	276,020.00	241,994.75	439,506.00	355,172.82	819,733.00	776,006.50	354,463.00	272,169.76	10,000.00	5,098.42	29,986.00	32,877.09
% of Budget Spent		94.42%		164.54%		92.55%		73.41%		89.24%		76.50%			84.41%		70.31%		59.65%		87.67%		80.81%		94.67%		76.78%		50.98%		109.64%	
BALANCE:																																
EXCESS/(DEF.) BUDGET			416,885.00		(21,558.00)		20,969.00		2,022.00			(1,391.00)		-	(50,827.00)		(192,641.00)		(134,000.00)		(138,964.00)		(219,506.00)		(63,347.00)		(284,065.00)		-		101.00	
EXCESS/(DEF.) ACTUAL			850,632.65		5,397.21		299,374.75			(38,324.31)		11,132.47		(3,463.21)	27,358.65		(75,608.63)		(65,733.01)		(70,656.16)		(77,111.27)		(12,307.60)		(200,902.07)		2,132.35		(2,159.59)	
ENDING CASH BAL.	\$1,432,130.61																															

Attachment: 2021 budget to actual_November21 (11408 : RCHD Monthly report)



BOH Monthly Report December 2021

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

Attachment: BOHmonthlyreportDEC2021 (11408 : RCHD Monthly report)



Budget to Actual Nov. 2021 Explanations

17.b

Revenues

- Kansas Health Foundation-Health Equity grant ended. Branding funds were all received in a prior year. We did receive another impact/capacity grant but it will not total the prior grant total
- IAP-COVID has caused delays in some vaccinations
- MoD/BaM-grant funds received in prior year-timing

Expenses

- Overall-unbudgeted COVID expenses
- General-COVID
- Emergency Preparedness-COVID
- Smart Start/ECBG- timing of expenses, grant year ended in June
- Wildcat Region-funds received in prior year expensed in 2021

Attachment: BOHmonthlyreportDEC2021 (11408 : RCHD Monthly report)

Covid Update

17.b

County Numbers



Percent Positive (goal is under 5%)



Hospital numbers
(Goal is 0!)

Testing Update



Testing daily at the
mall and HD



CRL tests – no longer
funded through KDHE



Developing a long
term plan

Vaccine information



Moderna booster
clinic – 1 more!

Attachment: BOHmonthlyreportDEC2021 (11408 : RCHD Monthly report)

Staff Updates

Medical Clerk - Clinic

- 1 FT position (1.5 years)

Social Worker - MCH

- 1 FT position

Navigator – MCH

- 1 FT position (1 year w/option to extend)

Clinic Supervisor

- 1 FT Position

New Staff

The logo consists of the letters 'CCL' in white, bold, sans-serif font, set against a dark blue rounded square background.

1 new Surveyor! Anna Isern
will start December 27

Program Updates

WIC

- Increased \$\$ for fresh produce extended through March 2022.
- Staff will go through breastfeeding training in January 2022.

RR

- Hosting a Family Engagement/Provider holiday event next Tuesday evening.
- Jan is working on the grant for next FY (due at the end of December).

Clinic

- Wrapping up the last of mass clinics.
- Getting nurses trained!

CCL

- Working on complaints and initials
- Only had 5 fingerprints this month

MCH

- Community Baby Shower – January 22
- Applying for KDHE Injury Prevention Grant (\$1000)

COMING UP....

17.b

CHIP Process

- November 2021: Finalize plan with RCHD.
- December 2021: EnVisage review secondary data and update with supplemental data, draft community survey, plan community input meetings.
- December 2021: RCHD will begin MPH student Intern onboarding. Meet with Steering Committee
- January 2022: Kick-off meeting with Steering Committee and key partners
- Feb-March 2022: FHWC/RCHD/MPH students promote and distribute community survey, assist EnVisage with scheduling and hosting community input meetings
- April - July 2022: Analyze survey, community input meetings responses/results, key informant interviews/focus groups (if warranted)
- August-Sept 2022: Final priority-setting meeting, draft report, feedback opportunity on report, finalize report

Annual Report

- January 2022 – Compile data from program directors
- February 2022 – Complete rough draft
- March 10, 2022 – Final draft to share at BOCC meeting

Thank You!!



COUNTY CLERK & ELECTIONS
Budget

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

MEMORANDUM

FROM: Tami Robison, Budget & Finance Officer

MEETING: December 9, 2021

SUBJECT: Monthly Cash Flow Reports for November 2021

PRESENTER: Tami Robison, Budget & Finance Officer

Cash Flow Reports for the Capital Improvement Fund, County Building Fund, Economic Development Fund and Road & Bridge 1/2 Cent Sales Tax Fund.

Enclosures:

- cash flow reports2 2021 (PDF)

2021 Riley County CIP Cash Flow Analysis

% of Year: 92%

Month	Revenue	Transfers In	Reimbursements	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	2,588	3,716,027		3,718,615	186,717			186,717
Feb	200			200	198,094			198,094
Mar	181			181	42,008			42,008
Apr	14,043			14,043	44,782			44,782
May	195			195	588,275			588,275
Jun	2,486			2,486	63,839			63,839
Jul	4,138			4,138	120,206			120,206
Aug	1,852			1,852	93,033			93,033
Sep	1,924		234,042	235,965	750			750
Oct	1,212		33,383	34,595	33,240			33,240
Nov				-	82,848			82,848
Dec				-				-
Totals	\$28,819	\$3,716,027	\$267,425	\$4,012,271	\$1,453,790	\$0	\$0	\$1,453,790

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$5,655,953
2021 Revenue	\$4,012,271
Less 2021 Expenditures/Encumbrances	\$1,453,790
2021 Ending Unencumbered Cash	\$8,214,434
Less Remaining Approved Projects	\$2,545,265
Less Reserves	\$1,980,953
2021 Unreserved Cash	\$3,688,216

Reserved Funds:	
CIP Reserve	\$500,000
Fair Reserve	\$91,218
Radio Int Reserve	\$106,919
FFE Reserve	\$691,704
Hardware Refresh	\$591,112
Total Reserves	\$1,980,953

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$9,070,167	% Budget Expended
Expenditures to Date	\$1,453,790	
2021 Remaining Budget Authority	\$7,616,377	
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$3,857,265	% Budgeted Revenue
Revenue to Date	\$4,012,271	

Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)

2021 CIP Detailed Expenditures per Project and per Dept

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Actual Expenditures/ Encumbrances/ Reserve	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
PUBLIC WORKS:							
13-13PW005		Design cost for 2 culverts	35,000	16,100		18,900	
16-16PK003	71	Parking lot for CICO Playground	18,000	7,078		10,922	
18-18PK003		Playground Equipment at CICO Park + (PK trx-\$75,000)	225,000	0		225,000	
18-18PW012	27	Fairgrounds ADA Walkway	170,000	104,648		65,352	
19-19PW008		1 1/2T Truck w/Utility Bed	100,000	46,725		53,275	
19-19PW014		Winkler Bridge Deck-FFE	250,000	0		250,000	
19-19LEC004	98	RCPD Firing Range	2,285,000	2,147,270	61,177	76,553	
20-20PW003		Tandem Axle Truck w/Plow & Spreader	200,000	0		200,000	
20-20PW004		1 Ton Truck w/Utility Bed	55,000	0	51,721	3,279	
20-20PW005		Equipment Storage Shed Leonardville	35,000	0	35,000	0	0
20-20PW006		AWS Telehandler w/Attachments	120,000	0	119,000	0	1,000
20-20PW007		Forklift	60,000	0		60,000	
20-20PW008		3/4T 4x4 Ext. Cab Pickup	33,000	0	31,127	1,873	
20-20PW009		Power Broom	45,000	0	40,000	0	5,000
20-20PW010	509	Welsh Road Asphalt Overlay	243,641	233,509		0	10,131
20-20LEC001		Replace 1 Roof Top HVAC Unit	15,000	14,500		500	
20-20LEC002		Replace Air Regulators on 1/2 Jail Doors	30,000	0	13,239	16,761	
20-20LEC003		Rewire Elevator Safety Systems	40,000	0		40,000	
20-20PK004		CICO Parking Lot Engineering	10,000	0		10,000	
20-20PK005		Wildcat Park Bridge Replacement	150,000	0	18,300	131,700	
20-20PK006		Ogden Park Restroom Phase Two (trx from PW 2021)	3,750	0	3,750	0	0
21-21LEC001		Replace 2 Roof Top HVAC Units	32,000	0	30,657	0	1,343
21-21LEC002		Elevator Repair-LEC Lobby	45,000	0		45,000	
21-21LEC003		Upgrade Fuel Card System	13,000	0		13,000	
21-21LEC004		Canopy to Cover Fuel Island	45,000	0		45,000	
21-21PK001		3/4T 4x4 Ext. Cab Pickup	40,000	0		40,000	
21-21PK002		72" Zero Turn Mower	20,000	0		20,000	
21-21PK003		1/2T Pickup	30,000	0		30,000	
21-21PK004		72" Mower w/Accessories	31,000	0		31,000	
21-21PK005		Score Board-Fairmont Park	12,500	0		12,500	
21-21PK006		Goal Post-Fairmont Park	10,000	0		10,000	
21-21PK007		Aeravator Tractor Attachments	10,500	0		10,500	
21-21PK008		Playground Equipment - CICO Park	75,000	0		75,000	
21-21PW001		Tandem Axle Truck w/Plow & Spreader	205,000	0		205,000	
21-21PW002		Semi Truck	85,000	0		85,000	
21-21PW003		Pneumatic Roller	125,000	0	82,860	0	42,140
21-21PW004		Low Boy Trailer	150,000	0	62,325	0	87,675
21-21PW005		Courthouse Stone Replacement & Patching	32,571	0	32,571	0	0
21-21PW006		Power Broom	43,000	0		43,000	
21-21PW007		Imaging Software & Conversion	75,000	0		75,000	
21-21PW008		Electric to Leonardville Equipment Shed	10,000	0		10,000	
21-21PW009		Tandem Axle Truck w/ Plow & Spreader	230,000	0		230,000	
21-21PW010		Tandem Axle Truck w/ Plow & Spreader	230,000	0		230,000	
21-21PW011		SUV	45,000	0		45,000	
21-21PW012		3/4 Ton 4X4 Ext, Cab Pickup	50,000	0		50,000	
PUBLIC WORKS TOTAL			5,767,962	2,569,830	581,727	2,469,115	147,289
EMERGENCY MEDICAL SERVICE							
13-13AM001	302	Design of the EMS Facility Enhancement	100,000	25,770		74,230	
20-20AM002	302	800 MHz Radios	195,226	176,100	646	18,480	
20-20AM003	302	EMS Facility Engineering Design Cost	50,000	0		50,000	
20-20AM004	302	Zoll "X" Series Cardiac Monitor	40,000	0	35,941	0	4,059
21-21AM001	302	Ambulance Replacement	275,000	0		275,000	
21-21AM002	302	LUCAS CPR Device	14,000	0	13,940	0	60
21-21AM003	302	2 SUV Replacement Vehicles	106,000	0		106,000	
EMS TOTAL			780,226	201,870	50,527	523,710	4,119
CLERK							
21-21CK001		Open.Gov software	53,870	0	53,870	0	0
21-21CK002		Shadow Tax System-SB13 requirement	30,000	0		30,000	0
CLERK TOTAL			83,870	0	53,870	30,000	0
ATTORNEY							
19-19AT001	760	Odyssey Software System	280,000	187,412		92,588	
ATTORNEY TOTAL			280,000	187,412	0	92,588	0

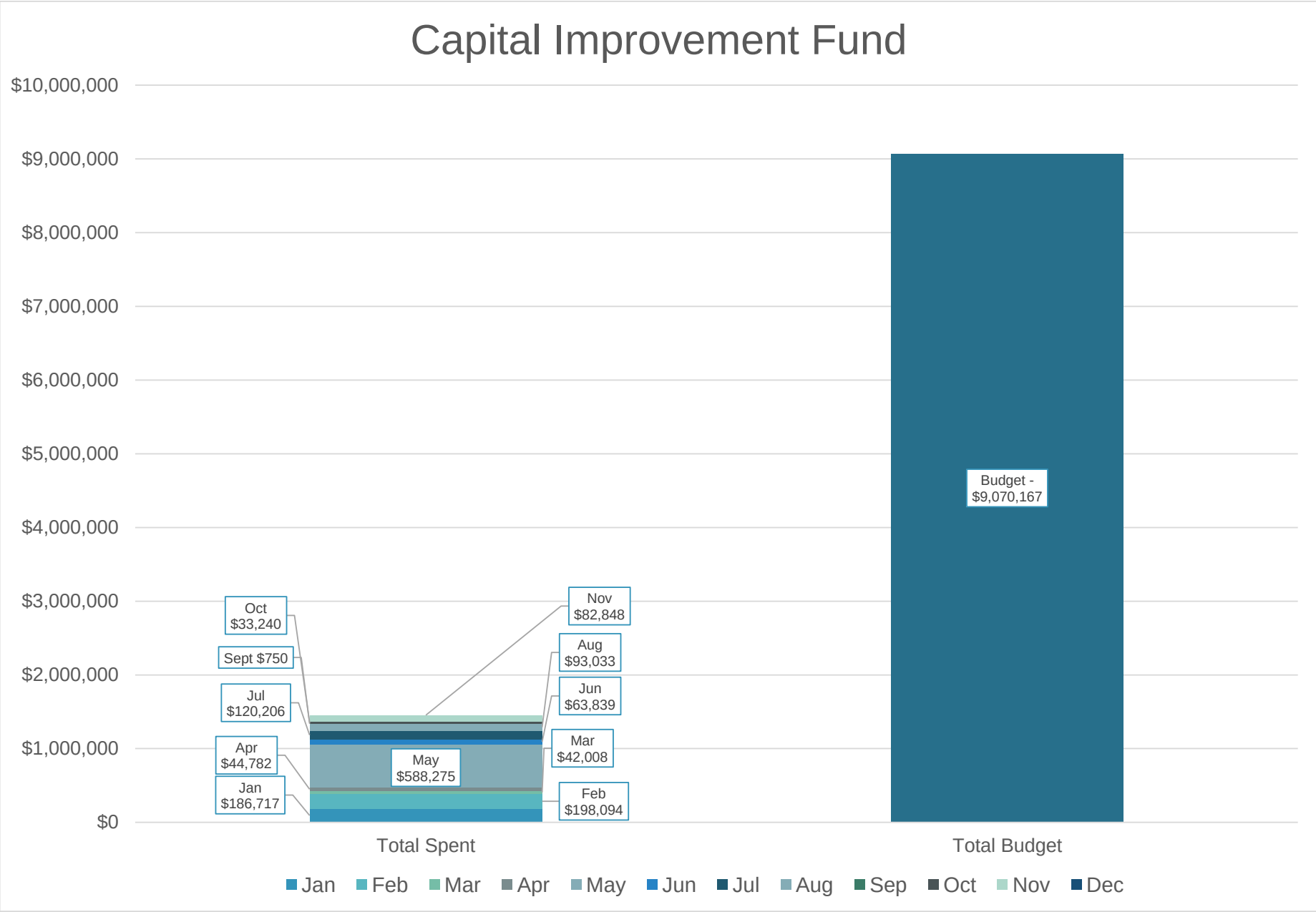
Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)

Project #	Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Actual Expenditures/ Encumbrances/ Reserve	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
APPRAISER							
21-21AP001		Replacement Vehicle	26,000	0		26,000	
		APPRAISER TOTAL	26,000	0	0	26,000	0
BOCC							
21-21BOCC001		Repair Boiler in Courthouse Plaza East	40,000	0	34,563	0	5,437
21-21BOCC002		Church Asbestos Removal	50,000	0		50,000	
		BOCC TOTAL	90,000	0	34,563	50,000	5,437
PLANNING & DEVELOPMENT							
18-18PD001		MOU-Flood Modeling/Training/Research/Software	62,500	39,857	7,889	14,755	
21-21PD001		Truck Replacement	30,000	0	29,683	317	
21-21CK002		Shadow Tax System-SB13 requirement	110,000	0		110,000	
		PLANNING & DEVELOPMENT TOTAL	202,500	39,857	37,572	125,072	0
NOXIOUS WEED							
20-20NW001		1 1/2T 4x4 Spray Truck	40,000	0		40,000	
21-21NW001		10' Pull Behind Mower	28,000	0		28,000	
		NOXIOUS WEED TOTAL	68,000	0	0	68,000	0
EMERGENCY MANAGEMENT							
16-16EM002		Standby/Backup Generator Pottorf Hall	40,000	0		40,000	
20-20EM003		River Gauges	2,985	0	3,045	0	-60
20-20EM004		1/2 SUV 4x4	20,000	0	14,259	5,741	
20-20EM005		Bi-directional amplifiers (radio project)	35,000	8,982	9,978	16,039	
21-21EM001		Mobile Command Post Upgrade/Equip Refresh	125,000	0		125,000	
21-21EM002		EM Storage Building	125,000	0		125,000	
		EMERGENCY MANAGEMENT TOTAL	347,985	8,982	27,282	311,780	-60
OTHER							
13-13PW009		Motor Grader (Lease Purchase through 2023)	1,000,605	440,484	55,060	505,060	
18-18EM003	21	Hardware Refresh Reserve (through 2025)	1,182,221	591,112		591,109	
Lease pmt to 2033	21	Radio Infrastructure Project Lease (15 yr term through 2033)	6,401,938	853,592	426,796	5,121,550	
B&I Trx to 2025		2010-B G.O. Bond payment (15 yr term through 2025)	2,849,815	1,921,954	186,392	741,469	
		OTHER TOTAL	11,434,579	3,807,142	668,248	6,959,189	0
TOTAL			19,081,122	6,815,093	1,453,790	10,655,454	156,785

Remaining Approved Projects less lease/debt payments/hardware refresh
(not included as these payments are subject to approval with annual budget) 3,696,265

Completed Projects

Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)

2021 Riley County Building Cash Flow Analysis

% of Year: 92%

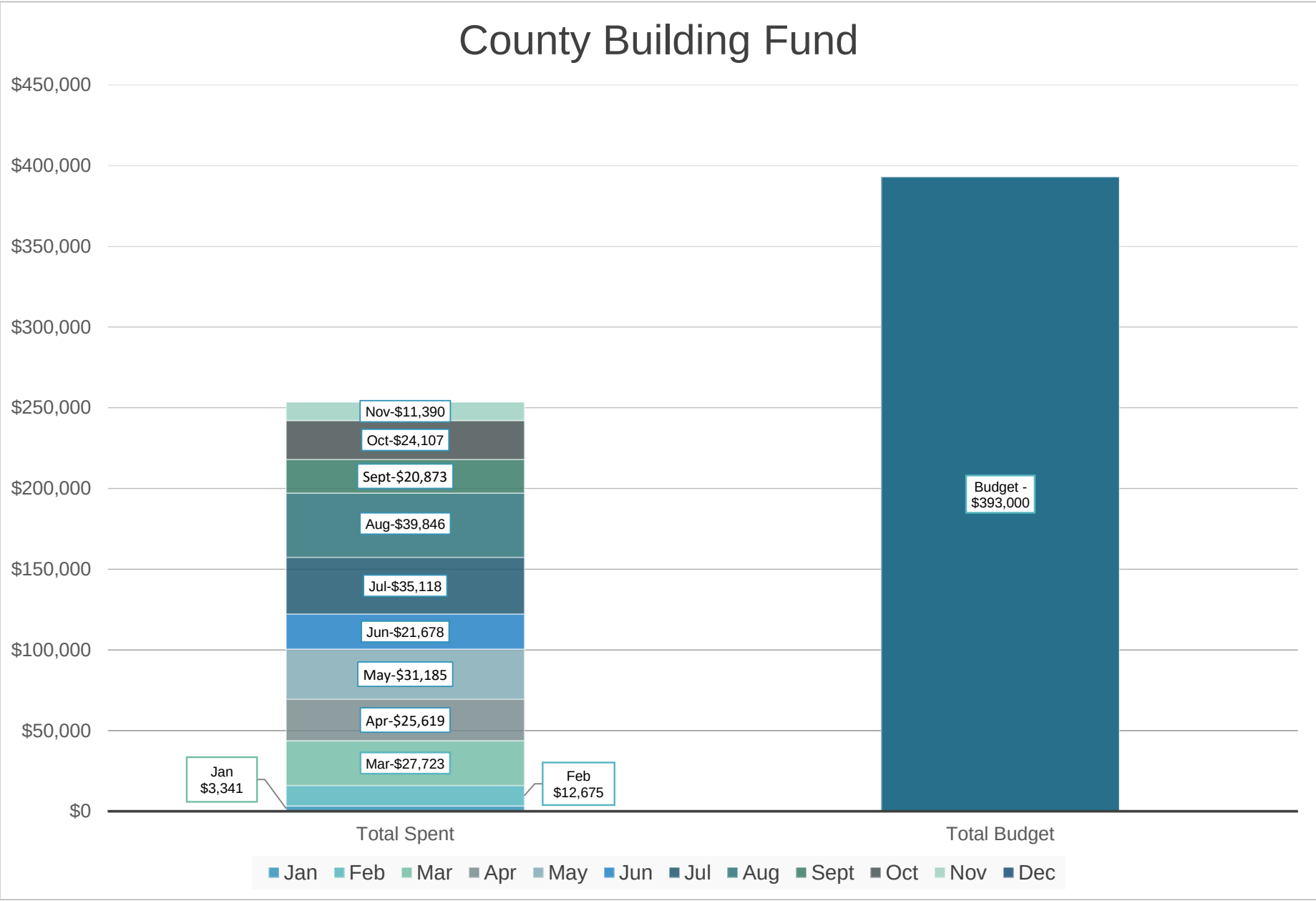
Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	189,844			189,844	3,341			3,341
Feb		110	34	144	12,675			12,675
Mar	16,662	20	1,467	18,149	27,723			27,723
Apr				-	25,619			25,619
May	141,066		34	141,099	31,185			31,185
Jun			44	44	21,678			21,678
Jul		3,742	34	3,775	35,118			35,118
Aug			34	34	39,846			39,846
Sep	21,242		129	21,371	20,873			20,873
Oct	4,663	10		4,673	24,107			24,107
Nov			34	34	11,390			11,390
Dec				-				-
Totals	\$373,477	\$3,882	\$1,807	\$379,165	\$253,556	\$0	\$0	\$253,556

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$24,207
2021 Revenue	\$379,165
Less 2021 Expenditures/Encumbrances	\$253,556
2021 Ending Unencumbered Cash	\$149,816

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$393,000	% Budget Expended
Expenditures to Date	\$253,556	
2021 Remaining Budget Authority	\$139,444	

Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$374,044	% Budgeted Revenue
Revenue to Date	\$379,165	

Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)

2021 Riley County Economic Development Cash Flow Analysis

% of Year: 92%

Month	Revenue	Reimbursements	Other	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	300,000			300,000	93,020			93,020
Feb	-			-	150,675			150,675
Mar	-			-	8,834			8,834
Apr	-			-	-			-
May	-			-	-			-
Jun	-			-	818			818
Jul	-			-	34,012			34,012
Aug	-			-	1,801			1,801
Sep	-			-	14,959			14,959
Oct	-			-	16,865			16,865
Nov	-			-	8,830			8,830
Dec	-			-				-
Totals	\$300,000	\$0	\$0	\$300,000	\$329,814	\$0	\$0	\$329,814

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$151,834
2021 Revenue	\$300,000
Less 2021 Expenditures/Encumbrances	\$329,814
2021 Ending Unencumbered Cash	\$122,020
Less Est. Project Balance for CY	\$61,870
2021 Projected Unencumbered Cash	\$60,149

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$401,322	% Budget Expended
Expenditures to Date	\$329,814	
2021 Remaining Budget Authority	\$71,508	
82.18%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$300,000	% Budgeted Revenue
Revenue to Date	\$300,000	
100.00%		

Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)

2021 Eco Devo Detailed Expenditures per Project and per Dept

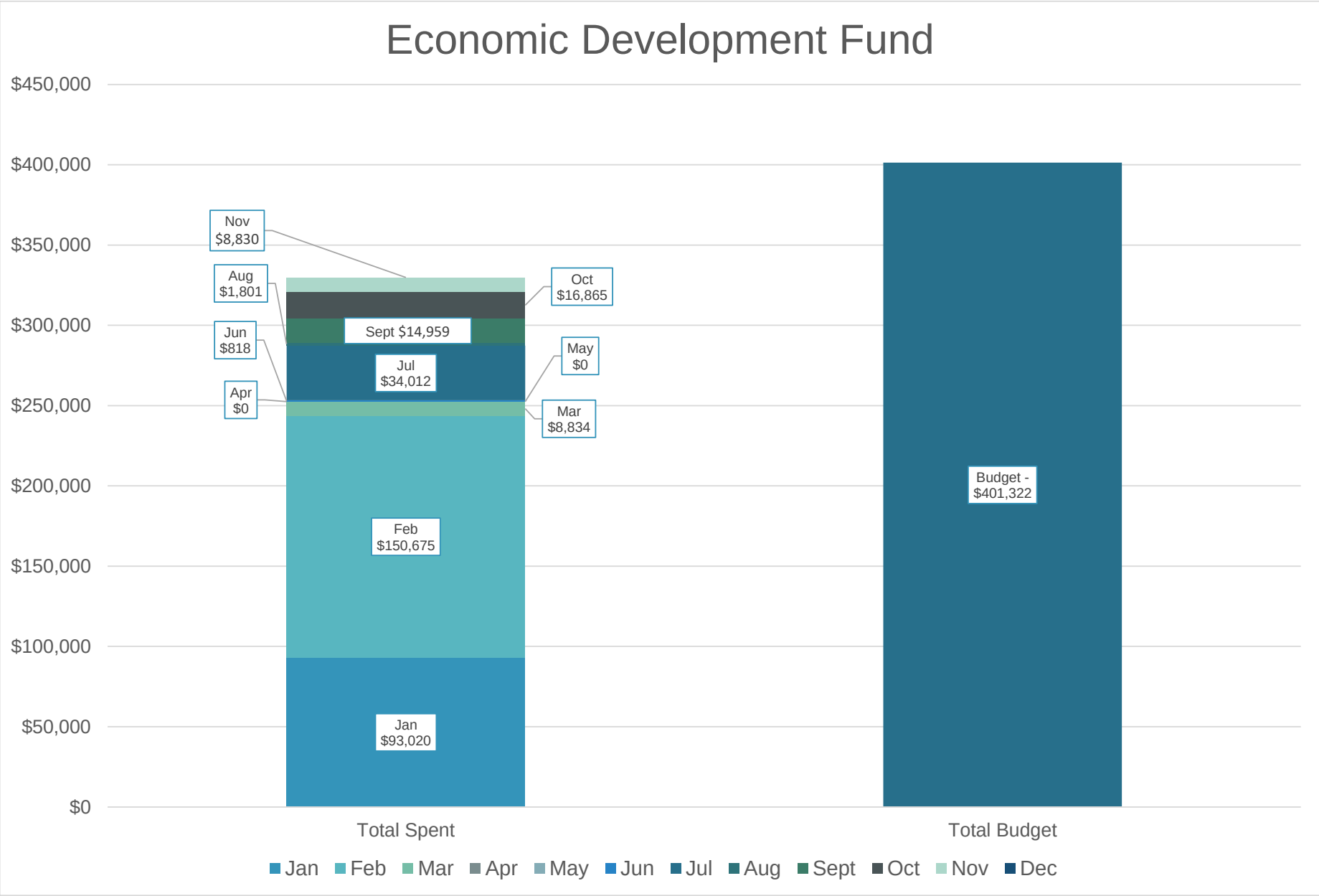
Projects	Approved Project Estimate	Prior Year Expenditures	2021 Expenditures/ Encumbrances	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
APPROPRIATIONS					
Chamber of Commerce	55,000	0	55,000	0	0
Flint Hills Veterans Coalition	1,100	0	1,100	0	0
Downtown Manhattan	5,000	0	5,000	0	0
Riley Co. General Eco Devo	74,190	0	26,915	47,275	
APPROPRIATION TOTALS	\$135,290	\$0	\$88,015	\$47,275	\$0
MEMBERSHIPS					
FHMPO Contribution	5,000	0	3,648	0	1,352
FHRC Contribution	10,000	0	9,118	0	882
MEMBERSHIP TOTALS	\$15,000	\$0	\$12,765	\$0	\$2,235
CONTRACTS					
Auto Lane Development (2024)	121,140	96,912	6,057	18,171	
K18 Ramp Contribution (10 pmts)	1,500,000	1,350,000	150,000	0	0
CONTRACT TOTALS	\$1,621,140	\$1,446,912	\$156,057	\$18,171	\$0
DEBT OBLIGATION TRANSFER					
Konza Water Debt Payment Transfer	658,502	262,377	44,975	351,150	
DEBT OBLIGATION TRANSFER TOTALS	\$658,502	\$262,377	\$44,975	\$351,150	\$0
PROJECTS					
Project Study/Design/Engineer	50,000	0		50,000	
Re-write Zoning/Subdivision Regs	150,000	107,403	28,002	14,595	
PROJECT TOTALS	\$200,000	\$107,403	\$28,002	\$64,595	\$0
TOTALS	\$2,629,931	\$1,816,691	\$329,814	\$481,191	\$2,235

Remaining Approved Projects less lease/debt payments/reserve
(not included as these payments are subject to approval with annual budget)

\$61,870

Completed Projects

Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)

2021 Riley County Sales Tax Cash Flow Analysis

% of Year: 92%

Month	Sales Tax Revenue	Reimbursements	KDOT	Total Revenue	Expenditures	Encumbrances	Jan/Feb/Mar A/P	Total Expenditures
Jan	158,605			158,605	-			-
Feb	166,104			166,104	4,299			4,299
Mar	166,534			166,534	11,617			11,617
Apr	152,296			152,296	3,698			3,698
May	176,603			176,603	1,270			1,270
Jun	176,261			176,261	78,476			78,476
Jul	176,958			176,958	666			666
Aug	166,515			166,515	250,074			250,074
Sep	172,562			172,562	162			162
Oct	184,747			184,747	2,345			2,345
Nov	152,750			152,750	137,241			137,241
Dec				-				-
Totals	\$1,849,935	\$0	\$0	\$1,849,935	\$489,847	\$0	\$0	\$489,847

Cash Reconciliation	
2021 Beginning Unencumbered Cash	\$4,482,951
2021 Revenue	\$1,849,935
Less 2021 Expenditures/Encumbrances	\$489,847
2021 Ending Unencumbered Cash	\$5,843,039
Remaining 2021 Projected Revenue	-
Less Est. Project Balance for CY	\$ 181,510
2021 Projected Unencumbered Cash	\$5,661,529

Riley County 2021 Budget Authority Summary		
2021 Budgeted Expenditures	\$4,320,367	% Budget Expended
Expenditures to Date	\$489,847	
2021 Remaining Budget Authority	\$3,830,520	
11.34%		
Riley County 2021 Budgeted Revenue		
2021 Budgeted Revenue	\$1,500,000	% Budgeted Revenue
Revenue to Date	\$1,849,935	
123.33%		

Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)

2021 Sales Tax Detailed Expenditures per Project and per Dept

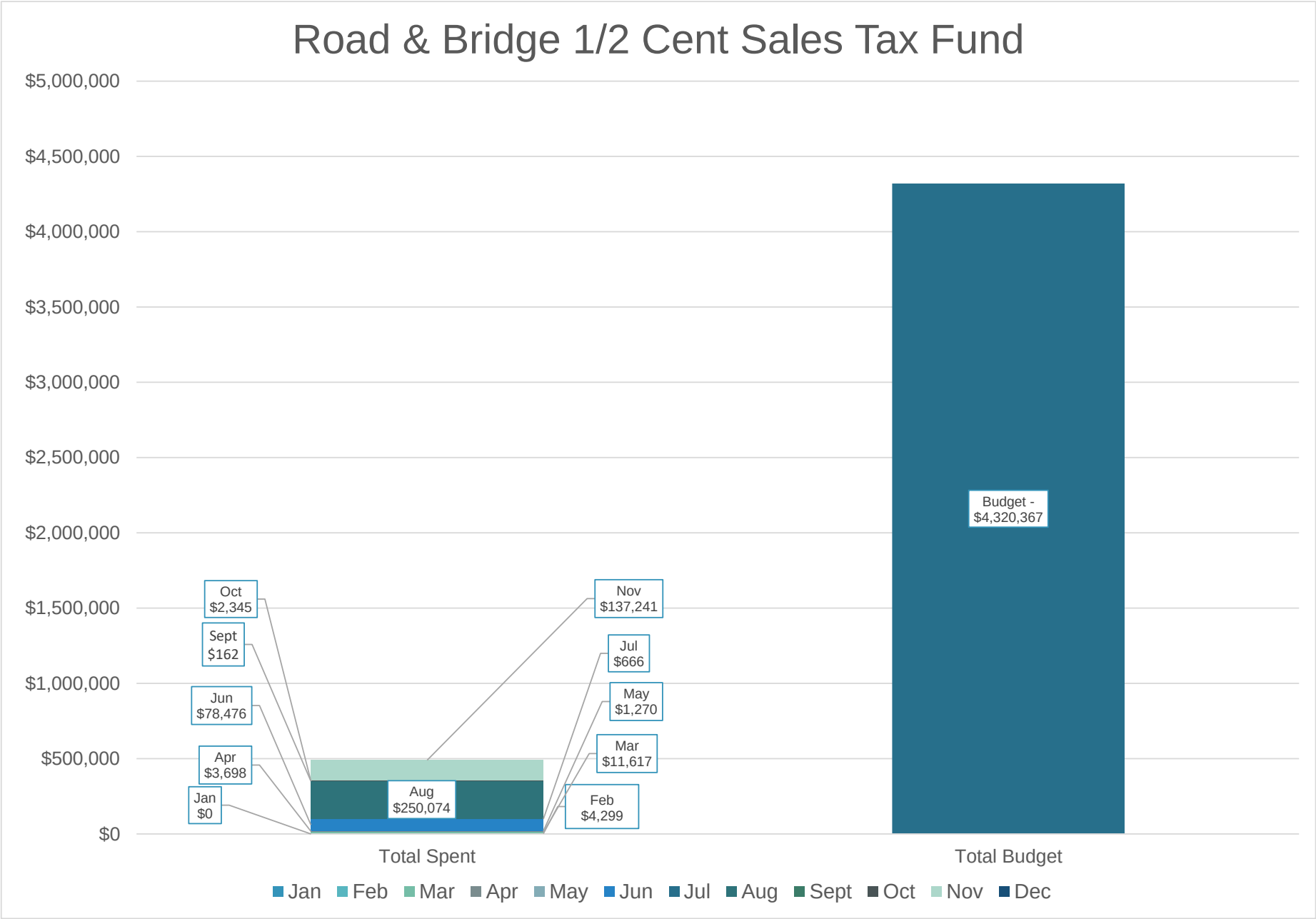
Project Code	Projects	Approved Project Estimate	Prior Year Expenditures	2021 Expenditures/ Encumbrances	Remaining Project Estimate	Completed Projects (Over) Under Approved Estimate
CULVERTS						
437	Casement Drainage Outlet Structure	298,852	298,852		0	0
442	West 54th Avenue	124,000	168,131		0	-44,131
310	Frog Holler	160,218	160,218		0	0
440	Green Randolph Road	260,819	260,819		0	0
441	N 52nd Street	139,894	139,894		0	0
451	Sherman Road	83,000	7,598		0	75,402
457	Flat Rock Road	113,500	52,707		60,793	
402	Vinton School Road	182,000	183,596		0	-1,596
458	Parallel Road	117,000	51,270	170	65,560	
403	Kitten Creek Road	148,000	37,341		110,659	
404	Peach Grove Road	104,000	229,115	9,235	-134,350	
452	Fancy Creek Road I.2/6.3	93,000	0		0	93,000
459	Union Road	125,000	56,605		68,395	
CULVERT TOTALS		\$1,949,282	\$1,646,146	\$9,405	\$171,056	\$122,675
BRIDGES						
435	West 40th Bridge	349,501	349,501		0	0
439	Daniels Drive	252,631	252,631		0	0
425	Green Randolph	1,089,402	1,092,613		0	-3,211
401	Fancy Creek F.5/5.9	1,231,800	1,162,197		0	69,603
461	Fancy Creek K.0/6.2	653,800	53,632	218	599,950	
443	S. 32nd Street	160,743	160,743		0	0
444	Parallel	208,990	208,990		0	0
455	Rose Hill	654,200	63,000	80,447	510,753	
447	Fancy Creek E.2/5.6	929,211	1,222,128		0	-292,917
412	Anderson Avenue	1,050,000	870,493		0	179,507
449	Stockdale Park	927,400	924,119		0	3,281
456	Senn Rd	454,500	59,650	146,743	248,107	
454	West 32nd Avenue	1,000,000	108,056	1,523	890,421	
460	Winkler Mills Bridge	1,200,000	102,516	320	1,097,164	
462	South Otter Bridge	75,000	49,080	1,192	24,728	
BRIDGE TOTALS		\$10,237,178	\$6,679,349	\$230,442	\$3,371,124	-\$43,737
RECONSTRUCTION						
448	Denison (Marlatt to City Limits)	3,951,470	3,857,457		0	94,013
431	McDowell Creek Road (abandoned)	3,000,000	515,848		0	2,484,152
RECONSTRUCTION TOTALS		\$6,951,470	\$4,373,305	\$0	\$0	\$2,578,165
OVERLAY						
412	Anderson Avenue	470,000	470,000		0	0
509	Welsh Road	175,000	175,466		0	-466
414	Mill Cove/W. 59th	200,000	200,000		0	0
	Tabor Valley Road	410,928	0		0	0
453	Kansas Ave/Crooked Creek	425,617	0		0	0
	Barton Road	509,418	0		0	0
438	Fancy Creek Road	450,000	450,000		0	0
450	University Park Road	259,910	175,000		0	0
463	Tuttle Cove Road	512,622	0	125,000	50,000	
464	Barnes/Casement Road	386,690	0	125,000	50,000	
	Scenic Drive	151,324	151,324		0	0
	4 Unidentified Overlays	800,000	175,000		625,000	
OVERLAY TOTALS		\$4,751,509	\$1,796,790	\$250,000	\$725,000	-\$466
TOTALS		\$23,889,440	\$14,495,590	\$489,847	\$4,267,181	\$2,656,637

Completed Projects

Project Estimates for 2021

	Total	Updated
Culverts-Fancy Creek/Sherman	\$ 60,000	\$ -
Rosehill Road Bridge	\$ 254,200	\$ 173,753
Senn Road Bridge	\$ 154,500	\$ 7,757
Overlay TBD and approved by BOCC	\$ 175,000	\$ -
TOTAL	\$ 643,700	\$ 181,510

Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)



Attachment: cash flow reports2 2021 (11201 : Monthly Cash Flow Reports)



PLANNING & DEVELOPMENT
Public Hearing

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

RESOLUTION

FROM: Amanda Smeller, Director

MEETING: December 9, 2021

SUBJECT: Replace the Manhattan Urban Area Subdivision Regulations being used by Riley County in the unincorporated areas of the Manhattan Urban Area with the subdivision standards and review standards in the “Manhattan Development Code” to remain compliant with the Interlocal Agreement.

PRESENTER: Amanda Smeller, Director

DISCUSSION

See attached memo.

FISCAL IMPACT

None is anticipated

ALTERNATIVES

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

RECOMMENDATION(S)

THE MANHATTAN URBAN AREA PLANNING BOARD: The Manhattan Urban Area Planning Board held a public hearing on November 1, 2021, and unanimously forwarded a recommendation that the Board of Commissioners of

Riley County approve the request.

THE MANHATTAN CITY COMMISSION: The City Commissioners of Manhattan had the first reading of the ordinance adopting the Manhattan Development Code on November 16, 2021 and voted 4-1 to approve. The second reading of the ordinance is scheduled for December 7, 2021.

STAFF RECOMMENDATIONS: Riley County planning staff recommends the Board of County Commissioners adopt Division 26-5, Subdivision Standards, Division 26-8, Procedures and Administration, and Division 26-9C, Land Division, of the “Manhattan Development Code”, for use in the unincorporated areas of the Manhattan Urban Area, replacing the existing Manhattan Urban Area Subdivision Regulations used by Riley County in the unincorporated areas of the Manhattan Urban Area.

POSSIBLE MOTION(S)

ACTION NEEDED:

- . Motion to sign Resolution 120921-___ adopting Division 26-5, Subdivision Standards, Division 26-8, Procedures and Administration, and Division 26-9C, Land Division, of the “Manhattan Development Code”, for use in the unincorporated areas of the Manhattan Urban Area, replacing the existing Manhattan Urban Area Subdivision Regulations used by Riley County in the unincorporated areas of the Manhattan Urban Area.
Or
- . Motion to sign Resolution 120921-___ NOT adopting Division 26-5, Subdivision Standards, Division 26-8, Procedures and Administration and Division 26-9C, Land Division, of the “Manhattan Development Code”, for use in the unincorporated areas of the Manhattan Urban Area, replacing the existing Manhattan Urban Area Subdivision Regulations used by Riley County in the unincorporated areas of the Manhattan Urban Area.

ATTACHMENT(S):

- Division 26-5, Subdivision Standards, of the “Manhattan Development Code”
- Division 26-9C, Land Division, of the “Manhattan Development Code”
- Division 26-8, Procedures and Administration, of the "Manhattan Development Code"

- Manhattan Urban Area Planning Board minutes (excerpt of November 1, 2021)

Enclosures:

- MUA Sub Regs Memo BOCC Final (PDF)
- MDC_ article 26-8 (PDF)
- MDC_ article 26-5 (PDF)
- MDC_ article 26-9 (PDF)
- MUAPB minutes 11-1-21 (PDF)
- Resolution (PDF)



MEMO

☐	PLEASE COMMENT
☐	PLEASE REPLY
☐	URGENT
☒	FOR REVIEW

Date: December 9, 2021

TO:

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

From:

Manhattan Urban Area Planning Board
Planning & Development
110 Courthouse Plaza
Manhattan, Kansas 66502

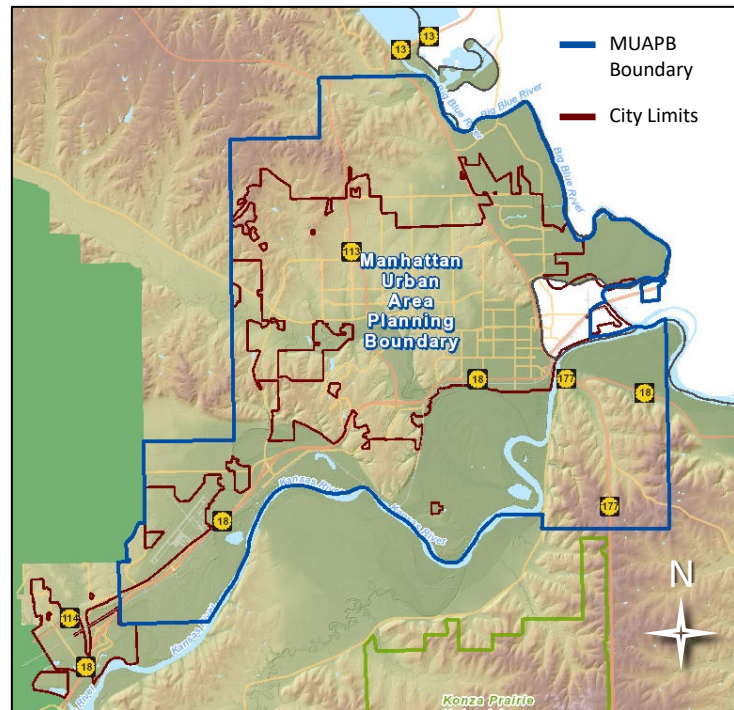
SUBJECT: Manhattan Urban Area Subdivision Regulations

REQUEST: Replace the Manhattan Urban Area Subdivision Regulations being used by Riley County in the unincorporated areas of the Manhattan Urban Area with the subdivision standards and review standards in the “Manhattan Development Code” to remain compliant with the Interlocal Agreement.

BACKGROUND:

May 1, 1976, the City of Manhattan and the Board of Commissioners of Riley County entered into an interlocal agreement, created by the Manhattan Urban Area Planning Board (MUAPB), to exercise planning functions, both within the corporate limits of the City and within a designated area outside the City within Riley County. Such designated area is that part of the unincorporated part of Riley County that lies between the city limits of Manhattan and the MUAPB boundary established in the agreement.

Through this agreement, the City and County agreed to cooperate with each other, and the MUAPB, in the creation and maintenance of subdivision regulations (Manhattan Urban Area Subdivision Regulations).



The zoning regulations for the City regulate all land uses within the city limit boundary (not the MUAPB boundary) and the zoning regulations for Riley County regulate all land uses within the unincorporated area of the county. Thus, the subdivision regulations and regulations were adopted as separate documents.

The Manhattan Urban Area Subdivision Regulations were adopted by the City of Manhattan by ordinance, and by the Commissioners of Riley County by resolution. They have been incrementally amended several times since their inception, with the last major overhaul in October 2000.

Relatively recently, the City began the process of unifying and rewriting its development regulations (2017). The City engaged the services of Kendig Keast Collaborative to rewrite the zoning and subdivision regulations and combine them into one set of development regulations entitled the “Manhattan Development Code”.

Consequently, the proposed integration of the City’s zoning regulations and the Manhattan Urban Area Subdivision Regulations created a procedural challenge for the County to adopt the new Manhattan Urban Area Subdivision Regulations, as only the subdivision regulations portion of the newly combined development regulations specifically applies to the unincorporated part of Manhattan Urban Area (between the city limits of Manhattan and the MUAPB boundary), not the zoning regulations. Thus, City staff was able to extract those specific portions of the Manhattan Development Code, specifically, Division 26-5, Subdivision Standards, and Division 26-9C, Land Division, for use in the unincorporated areas of the Manhattan Urban Area boundary. It is proposed that these portions of the Manhattan Development Code will replace the current Manhattan Urban Area Subdivision Regulations and go into effect January 1, 2022.

THE MANHATTAN URBAN AREA PLANNING BOARD: The Manhattan Urban Area Planning Board held a public hearing on November 1, 2021, and unanimously forwarded a recommendation that the Board of Commissioners of Riley County approve the request.

THE MANHATTAN CITY COMMISSION:

The City Commissioners of Manhattan had the first reading of the ordinance adopting the Manhattan Development Code on November 16, 2021 and voted 4-1 to approve. The second reading of the ordinance is scheduled for December 7, 2021.

STAFF RECOMMENDATIONS:

Riley County planning staff recommends the Board of County Commissioners adopt Division 26-5, Subdivision Standards, Division 26-8, Procedures and

Administration, and Division 26-9C, Land Division, of the “Manhattan Development Code”, for use in the unincorporated areas of the Manhattan Urban Area, replacing the existing Manhattan Urban Area Subdivision Regulations used by Riley County in the unincorporated areas of the Manhattan Urban Area.

POSSIBLE MOTION(S)

ACTION NEEDED:

A. Motion to sign Resolution _____ adopting Division 26-5, Subdivision Standards, Division 26-8, Procedures and Administration, and Division 26-9C, Land Division, of the “Manhattan Development Code”, for use in the unincorporated areas of the Manhattan Urban Area, replacing the existing Manhattan Urban Area Subdivision Regulations used by Riley County in the unincorporated areas of the Manhattan Urban Area.

Or

B. Motion to sign Resolution _____ NOT adopting Division 26-5, Subdivision Standards, Division 26-8, Procedures and Administration, and Division 26-9C, Land Division, of the “Manhattan Development Code”, for use in the unincorporated areas of the Manhattan Urban Area, replacing the existing Manhattan Urban Area Subdivision Regulations used by Riley County in the unincorporated areas of the Manhattan Urban Area.

ATTACHMENTS:

- Division 26-5, Subdivision Standards, of the “Manhattan Development Code”
- Division 26-8, Procedures and Administration, of the “Manhattan Development Code”
- Division 26-9C, Land Division, of the “Manhattan Development Code”
- Manhattan Urban Area Planning Board minutes (excerpt of November 1, 2021)

Prepared by: Bob Isaac, Planner
December 6, 2021

ARTICLE 26-8. PROCEDURES AND ADMINISTRATION

Division 26-8A. Administration

- Sec. 26-8A-1, Zoning Administrator
- Sec. 26-8A-2, Floodplain Administrator
- Sec. 26-8A-3, Board of Zoning Appeals (BZA)
- Sec. 26-8A-4, Planning Board
- Sec. 26-8A-5, Historic Resources Board
- Sec. 26-8A-6, City Commission

Division 26-8B. General Procedures

- Sec. 26-8B-1, Purpose
- Sec. 26-8B-2, Procedure Types
- Sec. 26-8B-3, Pre-Application Conference
- Sec. 26-8B-4, Neighborhood Meeting
- Sec. 26-8B-5, Land Use Application
- Sec. 26-8B-6, Notice
- Sec. 26-8B-7, Public Hearings
- Sec. 26-8B-8, Decisions and Recommendations
- Sec. 26-8B-9, Notice of Decision
- Sec. 26-8B-10, Record
- Sec. 26-8B-11, Appeals

Division 26-8C. Application Review

- Sec. 26-8C-1, Purpose
- Sec. 26-8C-2, Application Submission
- Sec. 26-8C-3, Completeness Review
- Sec. 26-8C-4, Referral and Review
- Sec. 26-8C-5, Staff Report
- Sec. 26-8C-6, Conditioned Approval

Division 26-8D. Other Procedures

- Sec. 26-8D-1, Continuances, Withdrawals, and Modifications
- Sec. 26-8D-2, Successive Applications
- Sec. 26-8D-3, Inactive and Expired Applications
- Sec. 26-8D-4, Extension of Time

Division 26-8E. Nonconformities

- Sec. 26-8E-1, Purpose, Policy, and Applicability
- Sec. 26-8E-2, Determination of Nonconforming Status

- Sec. 26-8E-3, Nonconforming Uses
- Sec. 26-8E-4, Nonconforming Structures
- Sec. 26-8E-5, Nonconforming Signs
- Sec. 26-8E-6, Nonconforming Lots
- Sec. 26-8E-7, Nonconforming Site Development
- Sec. 26-8E-8, Nonconformities Created by Public Acquisition
- Sec. 26-8E-9, Discontinuance

Division 26-8F. Enforcement

- Sec. 26-8F-1, Purpose
- Sec. 26-8F-2, Violations Defined
- Sec. 26-8F-3, Enforcement Procedures
- Sec. 26-8F-4, Penalties and Fines

Division 26-8A. Administration

Sec. 26-8A-1, Zoning Administrator

The Zoning Administrator is responsible for administering, enforcing, and interpreting this Chapter of the Code of Ordinances. The Zoning Administrator is appointed by the City Manager. When used in this Chapter, the term “Zoning Administrator” includes that person’s designees.

A. **Administration Duties.** The Zoning Administrator will:

1. Process and review applications.
2. Render decisions on Type-I applications.
3. Maintain complete records with respect to this Chapter, the Official Zoning Map, Planning Board, BZA, Historic Resources Board actions, and other applicable documents.
4. Provide adequate information and assistance in pre-application conferences as needed by the applicant.
5. Receive, file, and forward applications to staff and appropriate Boards.
6. Publish and mail notice of public hearings.
7. Receive, file, and distribute to appropriate administrative bodies and agencies all submitted development applications and materials.
8. Provide applicants, other departments, the Planning Board, BZA, HRB, and the City Commission with interpretations, determinations, and decisions concerning this Chapter.
9. Coordinate with the Manhattan Fire Department to conduct inspections of buildings, structures, and uses of land to determine compliance with the provisions of this Chapter.
10. Provide such clerical, technical, and consultative assistance as may be required by the Planning Board, BZA, Historic Resources Board, Commission, and other boards, commissions, and officials in the exercise of their duties relating to this Chapter.

11. Maintain the Manhattan Register of Historic Places, which includes historic structures, sites, and districts designated as significant.
12. Maintain for distribution to the public, for a fee to defray the cost of printing, a supply of copies of the zoning map or maps, the compiled zoning text, and the rules of the BZA.

B. **Enforcement Duties.** The Zoning Administrator, City Engineer, Building Official, Fire Official, Floodplain Administrator, or their designee(s), will coordinate to enforce this Chapter, including reviewing applicable building permits, sign permits, and occupancy certificates for compliance; and conducting inspections of buildings, structures, and uses of land to determine compliance.

Sec. 26-8A-2, Floodplain Administrator

The Floodplain Administrator administers, enforces, and implements the provisions of this Chapter related to flood damage prevention, flood hazard mitigation, and the issuance of floodplain development permits. See Division 26-6, Environmental Standards, for detailed duties and powers. The Floodplain Administrator is the Zoning Administrator or their designee.

Sec. 26-8A-3, Board of Zoning Appeals (BZA)

The Board of Zoning Appeals is hereby created in accordance with K.S.A. 12-759, as amended. It consists of five members, all of whom must be residents of the City. The BZA hears and decides applications for variances, exceptions, conditional use permits, and appeals from administrative decisions.

Sec. 26-8A-4, Planning Board

The Manhattan Urban Area Planning Board (Planning Board or MUAPB) hears applications for annexation, rezoning, master-planned development, subdivisions, municipal facility review, code and comprehensive plan amendments, and then makes recommendations on those applications to the City Commission.

Sec. 26-8A-5, Historic Resources Board

The Historic Resources Board (HRB) hears applications for modifications or demolitions of historic structures and structures in designated historic districts listed on the Manhattan Register of Historic Places, makes recommendations to the City Commission concerning nominations to the Manhattan Register of Historic Places, and performs other duties as may be granted to them by the State of Kansas or the National Parks Service.

Sec. 26-8A-6, City Commission

The City Commission is the governing body of the City of Manhattan. It hears and makes final decisions on land use actions on recommendations from the Planning Board and other boards and committees as needed.

Division 26-8B. General Procedures

Sec. 26-8B-1, Purpose

The purpose of this Article is to establish and describe the application process, notice requirements, and meeting steps and requirements for land use actions. "Land Use Action" means a broad range of actions, including issuance of building permits, approval of subdivisions, issuance of conditional use permits, rezonings, and amendments.

[Article 26-9, Application Review](#), describes the review standards and criteria for each type of land use action.

26-8B-2, Procedure Types

- A. **Purpose.** The review procedures for various land use actions are systematized for ease of reference and administration of this Chapter. There are increasing degrees of public participation across the procedural types that reflect the degree or scope of impact a development permit may have on the community.
- B. **Established.** Table 26-8B-2.1, *Procedure Types for Land Use Actions*, identifies and describes the procedure types.

Table 26-8B-2.1 Procedure Types for Land Use Actions	
Type	Description
I	Decision made by staff; no notice, no hearing. Applications are processed in as timely a manner as possible. Type I is a non-discretionary decision made by applying relevant codes and regulations. For some Type-I permits the Zoning Administrator may be an advisor to the approving authority, such as the Building Official.
II	Decision made by a board after notice and hearing. Type II is a discretionary decision concerning a small number of properties or a singular area that determines compliance with approval criteria and the impact of a land use action request on surrounding properties, public infrastructure and services, and the community at large. As necessary, conditions may be imposed on the request to bring it into compliance and/or mitigate impacts. This category includes appeals from administrative decisions heard by the BZA and the HRB and appeals heard by the City Commission.
III	Decisions made by the City Commission; recommendations to the City Commission by one or more boards or committees; general notice; public hearing. Type III is a highly discretionary decision made by the governing body, sometimes upon recommendations by one or more boards or committees, to enact policies and regulations affecting the community as a whole or in large part.
Consent	As a final step for certain type-II procedures—such as the preliminary plat of a subdivision, or the conceptual development plan of the master development—the final plat or plan is approved or denied as a consent item on the hearing body's agenda, meaning there is no hearing on the matter.

Sec. 26-8B-3, Pre-Application Conference

- A. **Generally.** The purpose of a pre-application conference is to familiarize the applicant with the development review and approval processes, provide for an exchange of

information, advise the applicant as to the key planning, zoning, engineering, and other considerations, and to determine the information required to accompany an application. Generally, a pre-application meeting is required for any application requiring a public hearing with an advisory or quasi-judicial board. Amendments of this Chapter or the Comprehensive Plan, or adoption of district plans, or other similar Type-III actions, use ad hoc public involvement methods and so do not require pre-application meetings or neighborhood meetings.

- B. **Applicability.** This Section applies to applicants for any of the permit types and subtypes listed in Table 26-8B-3.1, *Schedule of Land Use Actions Requiring Notice and Pre-Application and Neighborhood Meetings*. The Zoning Administrator or applicant may choose to meet for other application types if it seems advisable to do so.

Table 26-8B-3.1 Schedule of Land Use Actions Requiring Notice and Pre-Application and Neighborhood Meetings					
Development Permit type	Subtype (as applicable)	Procedure type (see 26-8B-2)	Pre-app Meeting	Neighborhood Meeting	Notice
Annexation	all	III	yes	yes	yes
Conditional Use	all	II	yes	yes	yes
Exception	all	II	yes		yes
Floodplain development permit	n/a	I	yes		
Historic review	all	II			
Administrative permits (various)	all	I			
Planned Development	preliminary development plan	III	yes	yes	yes
	final development plan	II			yes
	major modification	II	yes	yes	yes
	minor modification	I			
Residential Master-Planned Development	development plan	III	yes	yes	yes
	major modification	II	yes	yes	yes
	minor modification	I			
Rezoning	all	III	yes	yes	yes
Subdivision	concurrent plat	II	yes	yes	yes
	final plat	consent			
	lot line adjustment	I	yes		
	partition	I	yes		
	preliminary plat	II	yes	yes	yes
	replat	consent	yes		
Wireless telecomm. facility in non-residential district	n/a	I	yes		
Variance	all	II	yes		yes

C. Pre-Application Conference

1. *Participants.* Attendance at the pre-application conference may include the applicant or an appointed designee, the applicant's consultant, the Zoning Administrator, and other City and County staff as needed.
2. *Scheduling.* The conference should be held at least 15 days before an application is submitted.
3. *Information to be Provided.* The applicant must submit information required by the Zoning Administrator at least five working days prior to the conference.
4. *Meeting Report.* The Zoning Administrator will prepare and provide to the applicant a memorandum of the comments received from the pre-application conference. No official recommendation or action on a proposed development will result from the pre-application conference.
5. *Period of Validity.* If the applicant has not filed an application within six months of the pre-application conference, the applicant must participate in another conference, unless the Zoning Administrator waives such requirement.

Sec. 26-8B-4, Neighborhood Meeting

- A. **Purpose.** A neighborhood meeting is held to inform nearby residents of a proposed project. Its purpose is to identify issues and concerns, and to answer questions from property owners entitled to notice under Sec. 26-8B-6, *Notice*.
- B. **Applicability.** This Section applies to land use applications listed in Table 26-8B-3.1, *Schedule of Land Use Actions Requiring Notice and Pre-Application and Neighborhood Meetings*. While not mandatory for other application types, applicants are encouraged to conduct a neighborhood meeting to identify issues prior to application.
- C. **Timing.** The meeting is required to be held before an application for a land use application is filed with the City. The neighborhood meeting should occur after the pre-application conference.
- D. **Required Invitees.** All property owners who are subject to the mailed notification requirements in Sec. 26-8B-6, *Notice*, are due invitations to the neighborhood meeting. Property owners should receive mailed notification of the neighborhood meeting a minimum of seven days in advance of the meeting. The applicant will also file the notification letter with the City to be posted on the City's public information system.
- E. **Meeting Report.** Along with the application, the applicant will submit a report describing questions, concerns, and suggestions by those in attendance, outcomes of the discussion, and other information the applicant considers relevant. The report will also include a copy of the notice sent and a list of notified property owners.

Sec. 26-8B-5, Land Use Application

Following the pre-application and neighborhood meetings, applicants may file an application with the Zoning Administrator. Refer to Division 26-8C, *Application Review*, for a description of the application process, including submittal standards and staff review. Refer to the Divisions of Article 26-9, *Land Development Review*, for individual land use action standards and criteria.

Sec. 26-8B-6, Notice

- A. **Purpose.** Notice is intended to alert interested or affected parties of the opportunity to comment on a proposed land use action. This Section establishes the types of public notice, when those types are required, and the procedures for providing such notice.
- B. **Notice Types and Manners of Provision.** City is responsible for provision of notice but may delegate provision of posted notice to applicant.
1. *Published notice* is given by publication in the official designated city newspaper. Notice will include a description of the land use action being considered, its general location, the date, time, and place of the hearing, and contact information for the Community Development Department.
 2. *Posted notice* is given by a sign posted on the subject property that is the subject of the land use action in one or more locations that are visible from a public street. Notice signs will read "Public Hearing" and provide Community Development Department contact information.
 3. *Mailed notice* is given by a letter sent to individual property owners by regular first-class mail.
 - A. Notice will be sent to owners of record of property within 200 feet of the exterior boundary of the area subject to a land use action in the city and, if located adjacent to the city limits, to owners of record of property within 1,000 feet in the unincorporated area.
 - B. Notice will describe the item being considered, a description of the property involved and its location, and state the date, time, and place of the hearing.
 - C. Notice will be sent to the property owner address currently available through the County Appraiser's public website.
 - D. When the notice has been properly addressed and deposited in the mail, failure of a party to receive mailed notice will not invalidate such notice.
- C. **Required Notice.** Set out in Table 26-8B-6.1, *Schedule of Public Notices by Procedure Type*, are the notices required for each type of application or procedure.

Table 26-8B-6.1 Schedule of Public Notices by Procedure Type				
Procedure Type (26-8B-2) and Action Type		Type of Notice and Schedule		
		Published	Posted	Mailed
I	All	none	none	none
II	All but appeals & historic review	no fewer than 20 days before hearing date	no fewer than 20 days before hearing date	no fewer than 20 days before hearing date
II	Appeal	no fewer than 20 days before hearing date	if required, no fewer than 20 days before hearing date (see Sec. 26-9F, <i>Appeal</i>)	if required, no fewer than 20 days before hearing date (see Sec. 26-9F, <i>Appeal</i>)
II	Historic review	none	none	none
III	Code amendment, Comprehensive Plan amendment	no fewer than 20 days before first PB hearing date	none	none

Table 26-8B-6.1 Schedule of Public Notices by Procedure Type				
Procedure Type (26-8B-2) and Action Type		Type of Notice and Schedule		
		Published	Posted	Mailed
III	Rezoning, private party-initiated Annexation, Historic designation	no fewer than 20 days before first PB hearing date	no fewer than 20 days before first PB hearing date (see Sec. 26-9B-2, <i>Rezoning</i>)	no fewer than 20 days before first PB hearing date (see Sec. 26-9B-2, <i>Rezoning</i>)
III	Rezoning, City-initiated	no fewer than 20 days before first PB hearing date	none	no fewer than 20 days before first PB hearing date (see Sec. 26-9G, <i>Amendment</i>)
III	Floodplain map amendment	no fewer than 20 days before first PB hearing date	none	no fewer than 20 days before first PB hearing date

- D. **Disclosure.** At any time following the provision of notice required under this Section, any person may examine the application and all other documents pertaining to the matter subject to notice. Persons may also request copies upon paying a fee set by the Zoning Administrator. The staff report will be available for review as soon as is practical, but not less than five days before the first public hearing to consider the application.

Sec. 26-8B-7, Public Hearings

This Section governs the conduct of all public hearings before a decision-making or recommending body, except for the City Commission.

- A. **Purpose.** The purpose of a public hearing is for a hearing body (decision-making or recommending) to consider evidence and testimony concerning proposed land use actions, and to arrive at a recommendation or decision. This Section is not intended to affect the applicability of other relevant laws to any proceeding, including state statutes and principles of due process.
- B. **Nature of the Hearing.** The applicant and the public will have the opportunity to be heard, to present and rebut evidence before an impartial tribunal, and are entitled to a decision rendered in accordance with the facts on record and the law.
- C. **Authority of Presiding Officer.** The presiding officer of the hearing body has the authority to:
1. Regulate the course and decorum of the meeting.
 2. Dispose of procedural requests and similar matters.
 3. Impose reasonable limitations on the number of witnesses heard and set reasonable time limits for oral presentations, questions, and rebuttal.
 4. Limit irrelevant or redundant testimony.
 5. Question any person participating in a hearing, and allow other members to question any such person.

6. Take such other action as authorized by the hearing body to appropriately conduct the hearing.
- D. **Conduct of Participants.** To protect all parties' right to a fair and impartial hearing, proceedings will be orderly and respectful. No participant may directly cross-exam staff or any other participant in the hearing but will instead submit all such questions through the presiding officer. The presiding officer may refuse to recognize or exclude from the hearing anyone who:
1. Is disorderly, abusive, or disruptive;
 2. Takes part in or encourages audience demonstrations such as applause, cheering, display of signs, or other disruptive conduct;
 3. Testifies without first receiving recognition from the presiding officer and stating their full name and address; or
 4. Presents irrelevant, immaterial, or repetitious evidence.
- E. **Order of Procedure.** A hearing will proceed in the following manner:
1. *Commencement.* At the beginning of an adjudicative hearing, the presiding officer or staff will cite the applicable substantive criteria and state that evidence and testimony must be directed toward the cited criteria.
 2. *Abstentions, conflicts of interest, and challenges.* All members of the hearing body will comply with conflict of interest provisions in State statute and in any code of ethics adopted by the governing body. Any member who is disqualified or wishes to abstain will identify their reasons for doing so, will not participate in the hearing as a member, and will not vote on the proposal. Any challenges to a member's impartiality will also be disposed of at this time.
 3. *Ex parte contact.* Any member who has had ex parte contact with any party concerning the proposal will disclose the general content of the communication and state whether or not it will affect their impartiality.
 4. *Staff report.* The presiding officer will request a report from staff addressing the criteria, standards, and factual evidence pertaining to the matter before the hearing body, as well as recommendations on any action to be taken.
 5. *Applicant.* The presiding officer will invite the applicant or designee to present evidence in support of the application. The applicant may produce witnesses on their behalf. The presiding officer may, alternatively, invite or allow the applicant to present before receiving the staff report.
 6. *General testimony.* The presiding officer will invite anyone else to present evidence in support of or in opposition to the application.
 7. *Rebuttal.* Applicant may rebut if desired. If, following that, the presiding officer permits testimony from any other party, the applicant will again have the opportunity to rebut.
 8. *Staff summary.* The presiding officer will close the hearing and invite staff to summarize and make any additional comments and recommendations in response to evidence and testimony received during the hearing.
 9. *Final discussion.* At the conclusion of the evidentiary hearing, the hearing body may discuss the proposal and may question any party appearing for or against the proposal as necessary.

- F. **Decision.** A hearing body that makes a recommendation or takes final action on an application must consider the approval criteria or review standards specific to each type of land use action as found in Article 26-9, *Land Development Review*. In approving, conditionally approving, or denying an application, the hearing body must state for the record their reasons for such action as they pertain to the criteria for the application in question. The hearing body may also, or alternatively, cite the findings in the staff report and/or findings supplied by the applicant as reasons for their decision. If the hearing body does not specifically state findings of its own, then the staff report findings become the hearing body's findings by default.

Sec. 26-8B-8, Decisions and Recommendations

- A. **Type-I Decisions.** After review of a land use development permit application against the standards and criteria of this Chapter, staff will issue a decision to the applicant along with findings and conditions of approval, if applicable.
- B. **Type-II Decisions by Board.** At the conclusion of the public hearing, the decision of the hearing body will be determined by a simple majority of the quorum present, except where the hearing body's bylaws, this Chapter, or state statute provide otherwise. The vote will be conducted in a manner that the public may know the vote of each person entitled to vote.
- C. **Type-III Recommendations by Board.** At the conclusion of the public hearing, the recommendation of the hearing body will be determined by a simple majority of the quorum present and be forwarded to the City Commission for a final decision.

Sec. 26-8B-9, Notice of Decision

After a hearing body has made a final decision, staff will prepare and transmit a notice of the decision to the applicant describing the vote, the findings, and the terms or conditions of approval, if applicable.

Sec. 26-8B-10, Record

- A. **Complete Record.** For Type-II and Type-III land use actions, a complete record contains the following items as they apply:
1. Application.
 2. Staff report.
 3. Studies and analyses produced by staff, other agencies, or the applicant, if used in reaching a decision or a recommendation.
 4. Correspondence, including memoranda and recommendations from referral departments and agencies, and physical letters from interested parties.
 5. The hearing record, including minutes, excerpts, and items submitted during the hearing.
 6. Copies of all notices, including mailing addresses, clippings of published notice, and affidavits of sign posting.
 7. Ordinances or resolutions.
 8. The appeal record.

- B. **Record Closed.** The record is deemed closed after the conclusion of the last hearing on the matter and notice of decision has been mailed, unless reopened for appeal or as otherwise provided by law.
- C. **Retention.** The retention period for records will comply with State law.

Sec. 26-8B-11, Appeals

Refer to Division 26-9F, *Appeal*, for appeal procedures.

Division 26-8C. Application Review

Sec. 26-8C-1, Purpose

The purpose of this Division is to describe the application requirements and standards, and the steps staff will follow in processing applications for development approvals and other land use actions.

Sec. 26-8C-2, Application Submission

- A. **Initiation Authority.** Table 26-8C-2.1, *Application Authorization*, lists the entities authorized to initiate each of the application types.

Table 26-8C-2.1 Application Authorization				
Procedure Type & Action Type		Authorized Applicants		
		City Commission or Planning Board	Property Owner or Agent	Aggrieved Party or Agent
I	all		X	
II	all (except as follows)	X	X	
	appeal	X	X	X
III	comp. plan amd., text	X		
	comp. plan amd., map	X		
	code amendment	X	X	
	annexation	X	X	
	rezoning	X	X	

- B. **Applicable Jurisdiction.** All development applications will be filed with the Zoning Administrator, except when the subject property lies outside the city limits yet still within one of the following other boundaries:
1. **Urban Service Area.** For property in the Urban Service Area, applicant will file with the Riley County Planning Director, who will coordinate the review of the application with the City.

2. *Urban Area.* For property in the Urban Area, the applicant will file with the Riley County Planning Director.

C. Application Forms and Fees

1. *Submittal.* Every application for an approval or permit required by this Chapter will be submitted on forms provided by the Zoning Administrator or Riley County Planning Director, depending on the applicable jurisdiction. The application forms include the basic submittal requirements for each type of application, but the applicant may be required to provide impact studies or additional data if deemed necessary to adequately evaluate the proposed land use action's impacts.
2. *Fee.* All application submittals will include the corresponding application fee.

- D. Refunds.** Fees for a denied, expired, or revoked application will not be refunded. The Zoning Administrator or Riley County Planning Director, depending on the applicable jurisdiction, may determine what portion, if any, of a fee will be refunded for withdrawn applications after determining the value of the staff time that has already been devoted to processing the application.

- E. False or Inaccurate Information.** The HRB, BZA, Planning Board, Board of County Commissioners, or City Commission may revoke approval of an application if it determines that the applicant knowingly provided information or documentation that was false, misleading, deceptive, or inaccurate. The HRB, BZA, Planning Board, Board of County Commissioners, or City Commission will provide the applicant and the appropriate administrative bodies an opportunity to be heard at a public meeting prior to rendering its decision.

Sec. 26-8C-3, Completeness Review

- A. Determination of Completeness.** Staff has 15 business days after receipt of an application to determine if it is complete before processing it further or, if applicable, scheduling it for a public hearing. To be deemed "complete", all application materials must be:
1. Internally consistent and submitted with fully completed application forms and the corresponding fees.
 2. Prepared by qualified professionals (where such qualifications are required), and signed and certified, as required.
 3. Technically, numerically, and/or graphically sufficient to demonstrate compliance with all applicable standards of this Chapter.
- B. Completion Steps and Time Limits.** If an application is determined to be incomplete, staff will notify the applicant in writing of what additional materials or revisions are necessary in order for staff to continue processing the application. Two options then follow:
1. *Revised Submittal.* The applicant has 20 business days from the date on the written notice to file the materials or revisions that are required to make the application complete.
 2. *Failure to Revise Submittal.* If an applicant does not file the required materials within 20 business days—notwithstanding a good-faith effort and substantial progress toward providing required materials—or fails to submit a complete application after

two rounds of review, then the application will be deemed “withdrawn.” The application fee will not be refunded. Staff will make the application available to be retrieved by the applicant.

- C. **Processing.** Upon receipt of complete materials and corrections, staff will begin processing the application.

Sec. 26-8C-4, Referral and Review

The purpose of the referral and review period is for municipal departments and outside agencies to recommend revisions and/or conditions of approval intended to bring an application or land use action into compliance with applicable laws or policies. It is the period in which Planning Department staff gathers agency and public input to help them determine compliance with the technical requirements of this Chapter, and to prepare findings and conditions of approval in their staff report.

A. Request for Comments

1. Within five working days of deeming an application complete, the Zoning Administrator will send a request for comments to each referral agency along with a copy of the application or applicable portions of it. If the referral agency does not comment within 15 working days from the date of the request, then the agency is assumed to have no comments or objections. The Zoning Administrator may grant a 10-day extension if a referral agency requests so in writing.
2. *Referral Agencies.* The Zoning Administrator will maintain a schedule of referral agencies that will generally include various departments of the City, public utility providers, Riley County Planning, and may include, as applicable, Pottawatomie County Planning, Riley County Health Department, the Flint Hills Metropolitan Planning Organization, the school district, Riley County Police, and Fort Riley Army Installation.
3. *Written Comments to Applicant.* Within five business days after the end of the comment period, the Zoning Administrator will compile the comments and provide them in writing to the applicant.
4. *Resubmission with Revisions.* If agency comments require revisions to the application, the applicant must revise and resubmit the application and plans within 20 days. Delays may necessitate moving the application to a later hearing date.
 - A. *Re-referral.* Upon receipt of the resubmittal, the Zoning Administrator may refer the application to agencies again if the changes require the agency’s technical expertise for appropriate review or substantially affect the interests of the agency in ways not anticipated by the agency’s original comments.
 - B. *Fee.* The resubmittal will require a new application fee if the revisions are inappropriate or incomplete, or repeated failure to address comments requires more than two rounds of revisions.

- B. **Public Comment.** The public comment period begins on the date of mailed, posted, or published notice, whichever comes first (see Sec. 26-8B-6, *Notice*). The public may provide comments in writing and/or present comments during the public hearing. Written comments received at least 10 days before the scheduled hearing may be addressed in the staff report. Written comments received prior to publication of the

public hearing agenda will be included as attachments to the staff report. The public comment period ends at the close of the hearing at which a final decision is rendered on Type-II and Type-III land use actions.

Sec. 26-8C-5, Staff Report

The Community Development Department will review the proposed land use action in relation to any and all applicable criteria and standards set forth in this Chapter. The staff report will either summarize, or incorporate by reference, all departmental and other referral agency reports received, and will itemize such conditions as it deems appropriate to be imposed by the approving authority if approval is to be recommended.

- A. **Type-I Applications.** Once all necessary and final revisions are submitted by the applicant, the applicable City official will take final action on a Type-I application in a timely manner. If the application is denied, the appropriate City official will provide the applicant with a written denial specifying the grounds for the decision.
- B. **Type-II and Type-III Applications.** Once all necessary and final revisions are submitted by the applicant, the following will occur for land use actions that require a public hearing:
 1. *Staff Report.* Staff will prepare a report prior to the public hearing. Such report will contain written determinations based on the review criteria for each respective application and recommended conditions of approval, when applicable.
 2. *Forwarding Application and Staff Report.* Staff will forward the application, along with a staff report and supporting documentation, to the required review body for final action or recommendation to the governing body. A review body that receives the application must take into account the recommendations of the previous administrative bodies prior to making a recommendation or taking final action.

Sec. 26-8C-6, Conditioned Approval

- A. **Conditioned Approval Authorized.** An administrative body authorized to approve an application or proposal in Article 26-9, *Land Development Review*, may attach conditions of approval based on the review criteria set forth in that Division to protect the public health and safety by mitigating any adverse impacts arising from the approval.
- B. **Required Modifications as a Result of Conditional Approval**
 1. Applications requiring modifications of the application details or site plan as a condition of approval must be returned to the Zoning Administrator for review within 30 calendar days of conditional approval or the application will be considered withdrawn. The Zoning Administrator may grant a maximum 30-calendar-day extension upon written request of the applicant. No subsequent approvals may take place until the required modifications are complete.
 2. Preliminary plats that are conditionally approved are not subject to the preceding time limits. The written approval of the Planning Board will explain and schedule how and when the conditions need to be satisfied.

Division 26-8D. Other Procedures

Sec. 26-8D-1, Continuances, Withdrawals, and Modifications

- A. **Continuances.** An applicant may request, and the applicable administrative body may approve or deny the request for continuance of a public hearing required in this Chapter. The administrative body must choose one of the following options:
 - 1. *Continue.* Continue the hearing at a certain new date and time, announced in open session.
 - 2. *Close.* Close the hearing and re-notify the public of any future hearing.
- B. **Withdrawal.** An applicant may withdraw an application, either:
 - 1. *Prior to a Hearing.* In writing prior to a public hearing at which the application is to be considered.
 - 2. *During a Hearing.* On the record, during a public hearing when the application is being considered, provided the withdrawal occurs before the administrative body makes a recommendation or takes final action on the application.
- C. **Modification of Application at Public Meeting or Hearing**
 - 1. *Modification.* An applicant may agree to modify an application, including the plans and specifications submitted, in response to questions or comments by persons appearing at a public meeting or hearing, or to suggestions or recommendations by the board holding the meeting or hearing.
 - 2. *No Further Action.* Unless such modifications are so substantial that the board determines that it cannot reasonably be expected to perceive the nature and impact of the proposed changes without revised application materials or staff analysis, the board may make a recommendation or take final action on the application with a condition that the formalized approval will not be effective until the applicant submits materials reflecting the agreed-upon changes to the Zoning Administrator. The board or Zoning Administrator will not accept any subsequent application for a land use action approval, and will make no further approvals, until the applicant submits the required modifications.
 - 3. *Referral.* Where deemed appropriate by the body making the final decision, modifications may be referred to the recommending body for review prior to further consideration.

Sec. 26-8D-2, Successive Applications

- A. **Generally.** A board will not hear successive applications for the same approval or permit after a substantially similar application is denied.
- B. **Exceptions.** The Zoning Administrator may allow an exception to this provision if one of the following is found:
 - 1. The new application is not substantially similar.
 - 2. There has been a material change of circumstances that justifies consideration of a substantially similar application.
 - 3. A year has passed.

4. Market conditions have so changed to warrant accepting an application that is substantially similar to a denied one.

Sec. 26-8D-3, Inactive and Expired Applications

- A. **Generally.** This Section extinguishes applications that become stale due to inaction by the applicant.
- B. **Expiration of Inactive Incomplete Applications.** See Sec. 26-8C-3, *Completeness Review*.
- C. **Expiration of Approved Land Use Applications.** Approvals that an applicant does not act on within the time limits described for individual land use review procedures in Article 26-9, *Land Development Review*, become void if the applicant fails to request an extension of time pursuant to Sec. 26-8D-4, *Extension of Time*.
- D. **Effect of Expiration.** Applications that automatically expire become null and void without further notice or activity by the Zoning Administrator. The Zoning Administrator will treat as a new submittal any application for a property associated with an expired application, subject to requirements in effect at the time of the most recent filing.

Sec. 26-8D-4, Extension of Time

- A. **Generally.** An administrative body may extend the period of validity of approved applications that expire according to Sec. 26-9A-3, *Table of Land Use Actions*, by written request from the applicant.
- B. **Timing of Application for Extension.** An applicant must submit a written request for extension not later than 30 calendar days prior to the expiration of the approval. An administrative body may not extend expired approvals, except when justified by extraordinary circumstances.
- C. **Administrative Extension.** The Zoning Administrator, or Floodplain Administrator, may grant one extension, for good cause shown, of any approval for a period not to exceed six months for administrative periods outlined in this Chapter. The application automatically expires after the one period of extension if no substantive actions on the application are taken. Extension for other administrative permits, such as building permits, are dependent on applicable sections of this Code for those permits.
- D. **Non-Administrative Extension**
 1. *Public Meeting Required.* Unless otherwise provided in the approval, the Planning Board or BZA will grant or deny an extension of the period of validity at a meeting open to the public for an approved legislative, adjudicative, or quasi-judicial application.
 2. *Who Takes Action.* The administrative body that granted the original approval will take action on the extension request.
 3. *Review Criteria.* The applicable administrative body may grant the request after the hearing if the applicant demonstrates that:
 - A. There is good and reasonable cause for the request.
 - B. There are no new or changing conditions in the surrounding area that would change the original recommendation of approval.
 - C. There are reasonable assurances that the applicant will perform the work authorized by the approval within the extended term.

Division 26-8E. Nonconformities

Sec. 26-8E-1, Purpose, Policy, and Applicability

- A. **Purpose.** The purpose of this Division is to enable development that is consistent with the Manhattan Urban Area Comprehensive Plan by regulating uses, structures, lots, and site development that do not conform to one or more standards of this Chapter, but meet the definition of a nonconformity.
- B. **Policy.** This Chapter is intended to allow landowners the reasonable use of their nonconforming property. The general policy of the City for nonconformities is to:
 - 1. Allow them to continue to exist and be used productively, but to bring as many aspects of the nonconformity into conformance with this Chapter, and other applicable standards and codes, as is reasonably practicable.
 - 2. Allow them to be maintained as to be made safe, comfortable, and habitable, while restricting their expansion and the re-establishment of abandoned or substantially damaged nonconformities.
 - 3. Not penalize uses, structures, lots, and site development features that became noncompliant as a result of a governmental acquisition of property.
 - 4. In certain instances, encourage redevelopment of a non-conforming use that will decrease its degree of nonconformity.
 - 5. Address any uses, structures, lots, and site developments that were established contrary to the zoning regulations that applied at the time of their establishment and are considered illegal under the applicable measures in Division 26-8F, *Enforcement and Remedies*.
- C. **Applicability.** The provisions of this Division apply to the use, structure, lot, and site development standards and regulations in Article 26-2, *Zoning Districts and Land Uses*; Article 26-3, *Overlay Districts*; Article 26-4, *Design Standards*; and Article 26-7, *Site Development*, except for the Division specifically exempted below, as they pertain to private property. The provisions of this Division do not apply to:
 - 1. Division 26-7D, Signs (see Sec. 26-8E-5, *Nonconforming Signs*).
 - 2. Public rights-of-way or public improvements in rights-of-way.
 - 3. Wireless telecommunication facilities, as defined in Sec. 26-2E-12, *Wireless Telecommunication Towers & Facilities*.
 - 4. Adult business uses, as defined in Article V, Sec. 5-58.
 - 5. Illegal uses.

Sec. 26-8E-2, Determination of Nonconforming Status

It is the property owner's responsibility to prove by a preponderance of the evidence that a use, structure, lot, or site development meets the definition of a nonconformity.

Sec. 26-8E-3, Nonconforming Uses

- A. **Rights of a Registered Nonconforming Use.** The rights to continue, expand, or alter a nonconforming use are specifically conditioned upon the registration of the nonconforming use with the Zoning Administrator. Only nonconforming uses which were lawful at the time of their establishment and has been continued since such time may be registered. The Board of Zoning Appeals (BZA), Zoning Administrator, and Building Official will not permit the expansion, continuance, repair, maintenance, or other continuation of nonconforming status for a nonconformity not registered in accordance with this Article.
- B. **Registration of Nonconforming Use**
 - 1. **Registration Process.** The Zoning Administrator will establish a process for the registration of nonconforming uses, and will develop and provide the required registration forms.
 - 2. **Registration Determination and Appeal.** The Zoning Administrator will determine the qualification of a use for registration under this Division and render a decision to the applicant as a Type II decision.
 - 3. **Revocation.** TThe Zoning Administrator may revoke an approved registration, if a nonconforming use is discontinued pursuant to Sec. 26-8E-9, *Discontinuance*, or if it is later discovered that the evidence submitted to support the registration was false, or upon the discovery of additional information.
 - 4. **Evidentiary Considerations.** In determining the qualification of a use for registration under this Division, the Zoning Administrator will consider all relevant and material evidence, whether submitted by the applicant, by any other person supporting or opposing the registration application or registration determination, or otherwise available to the Zoning Administrator. Relevant evidence is materials that tend to show the lawful or unlawful establishment of a use and whether the use has been continued since such time. Relevant evidence may include the following examples:
 - A. Building permits, certificates of occupancy, licenses, or other permits issued by a governmental entity.
 - B. County appraisal information.
 - C. Photographs, video, or other visual types of evidence that can be verified as predating the effective date of the code provisions involved.
 - D. Contracts, deeds, or other legal instruments that are dated, whether or not recorded or filed in any public office.
 - E. Books, magazine articles, or newspaper clippings that are dated.
 - F. Tax returns, receipts, or other financial records that are dated.
 - G. Statements made by witnesses, in the form of affidavits, that are made based upon personal knowledge.
- C. **Nonconforming Use within a Zoning District.** A registered nonconforming use will be considered a conditional use within the zoning district where it is located.
- D. **Maintenance and Repair**

1. The registered nonconforming use must discontinue if the structure it is located within is damaged to the extent of 50 percent or more of its fair market value by fire, wind, tornado, earthquake, or other non-criminal calamity. A registered nonconforming use that is primarily conducted outdoors or without a building must discontinue if its inventory and/or equipment is damaged to the extent that 50 percent or more of its fair market value of the inventory and/or equipment is damaged by fire, wind, tornado, earthquake, or other non-criminal calamity, the use must be discontinued.
 2. The owner of any structure devoted to a registered nonconforming use protected under this Division may conduct repairs and maintenance to keep a structure in sound condition provided they do not increase the degree of nonconformity as determined by the Zoning Administrator.
 3. Renovation or remodeling of a registered nonconforming use is permitted provided it does not increase the degree of nonconformity as determined by the Zoning Administrator. Renovations or remodels may include repairing, updating, or replacing the following:
 - A. Fixtures
 - B. Finishes
 - C. Utility systems
 - D. Non-structural cladding
 - E. Windows and doors
 - F. Roofing
 - G. Non-structural features increasing energy efficiency.
- E. **Expansion of a Registered Nonconforming Use.** Any expansion of a nonconforming use is prohibited unless approved by the BZA by a conditional use permit as set forth in 26-9E-2, *Conditional Use for Registered Nonconforming Use*.
1. Expansion will include:
 - A. Changes of nonresidential use categories.
 - B. Changing to a more intensive nonresidential use within the use category.
 - C. An increase in the number of bedrooms and/or bathrooms.
 - D. An increase to the gross floor area of the structure.
 2. An expansion will not include modifications to walls or arrangement of spaces that do not result in a net gain of bedrooms, kitchens, or floor space.
- F. **Adjustment of a Registered Nonconforming Use.** An applicant may request that the Zoning Administrator amend the registration of a registered nonconforming use, and the Zoning Administrator will grant such requests and amend the registration for the following types of changes:
1. A registered nonconforming non-residential use may be changed to another similar or less intensive use within the same use category as determined and approved by the Zoning Administrator. The Zoning Administrator may use the following factors to determine if the proposed use is similar or less intensive:

- A. If the required parking for the proposed use complies with Subsec. 26-7B-3C, Change of Use (Minimum Parking).
 - B. The proposed use will employ similar or fewer number of employees.
 - C. The proposed use will have similar business hours.
2. A registered nonconforming residential use may be changed to a less intensive nonconforming residential use as determined and approved by the Zoning Administrator, per the Type-I application process. Changing a nonconforming residential use to a less intensive use precludes subsequent reversion to a more intensive use not permitted by zoning.
 3. A commercial use in a residential district that does not permit commercial uses in standard development may be changed to another similar or less intensive use within the same use category as determined and approved by the Zoning Administrator.
 4. If the Zoning Administrator cannot reasonably determine whether the requested change in use meets the requirements of this paragraph, then they may defer the decision to the BZA pursuant to Subsec. 26-8E-3E, *Expansion of a Registered Nonconforming Use*, above.
- G. **Parking.** Improvements related to parking devoted to a non-conforming residential use, including surfacing and number of spaces, may be made at any time without constituting an enlargement or expansion of the use, provided it results in a more conforming state as determined by this chapter. Parking may be required to come into full conformance in concert with other improvements pursuant to Sec. 26-8E-7 *Nonconforming Site Development*.
 - H. **Expansion of an Outdoor Nonconforming Use.** A nonconforming use of premises for which the principal use is a land use conducted primarily outside of a building, including a wrecking/salvage yard, storage yard, or vehicle and equipment sales lot, may not be expanded except in conformance with all requirements of this Chapter.

Sec. 26-8E-4, Nonconforming Structures

- A. **Rights of a Nonconforming Structure.** The rights to continue, expand, or alter a nonconforming structure are specifically outlined in this Section. The Board of Zoning Appeals (BZA) may hear requests for exceptions to bring a structure into conformance, where applicable.
- B. **Maintenance and Repair**
 1. Remodeling of a nonconforming structure devoted to a conforming use may occur within the existing footprint of the structure.
 2. Any nonconforming structure damaged to the extent of less than 50 percent of its fair market value by fire, wind, tornado, earthquake, or other non-criminal calamity, not including the willful act of the property owner, may be rebuilt, provided such rebuilding does not increase the degree of nonconformity.
 3. With the exception of historic structures as set forth in paragraph 26-8E-4B-5, any nonconforming structure damaged to the extent of 50 percent or more of its fair market value by fire, wind, tornado, earthquake, or other non-criminal calamity may not be rebuilt, repaired, or used, unless the structure and use(s) conforms to all

requirements of this Chapter. This standard will apply to both the use and the structure.

4. When a nonconforming historic structure is damaged or destroyed to any extent, and by any means, other than the willful act of the owner, such structure may be restored and its use at the time of damage may continue if a building permit is issued and restoration/reconstruction is begun within three years of the damage, is diligently pursued to completion, and no greater nonconformity exists than existed prior to the damage.
 5. The rebuilding or repair of a structure in a Community Special Flood Hazard area must comply with the requirements of Division [26-6B](#), *Flood Hazard Reduction*.
- C. **Enlargement, Expansion, and Relocation.** An enlargement or expansion that does not increase the degree of nonconformity is permitted. If a nonconforming structure is relocated within the City limits, it must be placed in a location and manner that conform to the requirements of this Chapter.
- D. **Unsafe Structures.** Nothing in this Division will be construed to permit the continuing occupation of a structure that is found to be uninhabitable due to violations of applicable City codes.

Sec. 26-8E-5, Nonconforming Signs

- A. **Continuation of Nonconforming Signs.** A nonconforming sign may continue to exist as a nonconforming sign, except as provided in this Section. A sign that does not comply with these regulations, and is not a nonconforming sign as defined, will be considered unlawful.
- B. **Alteration or Repair of Nonconforming Signs.** A nonconforming sign may not be altered or repaired unless the nonconforming sign is brought into conformance with all applicable regulations, except as follows:
1. *Change of copy.* The alteration or change of the copy of a nonconforming sign by replacing sign panels will be permitted, as long as such alteration or change does not change the sign's dimensions, structure, type of illumination, or operational characteristics, or otherwise increase its area.
 2. *Repair or replacement.* The repair or replacement of a nonconforming sign, which is necessary due to acts of God, or due to actions or inactions that are not attributed to the sign owner or property owner, will be permitted, as long as the repair or replacement does not change the sign's dimensions, structure, type of illumination, or operational characteristics, or otherwise increase its area. In the case of replacement, a sign permit will be required.
 3. *Normal maintenance.* The normal maintenance and repair of a nonconforming sign, as required by Sec. [26-7D-3](#), *Maintenance, Repair, Removal, and Abandonment*, will be permitted, as long as the normal maintenance and repair does not change the sign's dimensions, structure, type of illumination, or operational characteristics, or otherwise increase its area.
- C. **Loss of Nonconforming Status.** Notwithstanding any other provision of this Section, a nonconforming sign will lose its nonconforming status and must thereafter comply with all applicable requirements in either of the following circumstances:

1. If the nonconforming sign is removed due to actions or inactions that are attributed to the sign owner or property owner, pursuant to Sec. 26-7D-3, *Maintenance, Repair, Removal, and Abandonment*; or
 2. If the nonconforming sign is abandoned, pursuant to Sec. 26-7D-3, *Maintenance, Repair, Removal, and Abandonment*.
- D. **Signs for Legal Nonconforming Uses.** Any new or additional sign for a nonconforming use must comply with Division 26-7D, *Signs*, for the zoning district that the nonconforming use is located within. Provided that, any new or additional sign to be installed for a nonconforming use that would not comply with this Division may be approved through a conditional use permit.

Sec. 26-8E-6, Nonconforming Lots

- A. **Rights of the Nonconforming Lot.** The rights to continue, expand, or alter a nonconforming lot are specifically outlined in this Section. The Board of Zoning Appeals (BZA) may hear requests for exceptions or variances to bring a lot into conformance, where applicable.
- B. **Vacant Lot.** New development on a nonconforming lot must comply with the dimensional standards of the base district and any applicable overlay district, except as expressly stated in this Division. These provisions will not be interpreted as requiring a greater lot area or setback than specified by the base district or applicable overlay district.
- C. **Lot area.** A lot that does not conform to the required minimum lot area for the zoning district may be developed to the extent that the development can be accomplished with the following limitations:
 1. Where the area of a nonconforming lot conforms for some uses permitted in the base district or applicable overlay district, but not for other permitted uses, then that lot will be used for the permitted use or uses it conforms to.
 2. If a lot fails to conform to the applicable requirements of the zoning district or the applicable overlay district, then the lot may be used only for those permitted uses in that zoning district requiring the smallest minimum lot area, or a single-family home if located in a residential district.
 3. The allowances of the preceding paragraphs do not apply to new development on vacant lots in the RH, High-Density Residential District; RC, Urban Core Residential District; or the O-RD, Redevelopment Design overlay district. The applicable minimum lot requirements will apply in those districts.
- D. **Lot width.** A lot that does not conform to the required minimum lot width for the base district or applicable overlay district may be developed to the extent that the development can be accomplished in accordance with the other standards set out in this Division.
- E. **Bulk.** New development, redevelopment, or additions must follow the required bulk limitations as defined by the zoning district standards found in Sec. 26-2C-4, *Residential Types and Standards*, and Sec. 26-2D-3, *Building and Bulk Standards*, with the following allowances:
 1. *Front-Yard Setback.* No reduction allowance.

2. *Street-Side-Yard Setback.* The minimum street side-yard setback for a nonconforming lot is five feet, plus one-half foot for each foot of lot width above 28 feet, up to the minimum setback required by the zoning district or applicable overlay district.
 3. *Interior-Side-Yard and/or Rear-Yard Setbacks.* The minimum interior side-yard setback and/or rear-yard setback for the principal structure is five feet, or 10 percent of the lot width, whichever is greater, up to the minimum setback required by the zoning district or applicable overlay district. This provision does not require a setback when none is required by the district standards.
 4. *Height and Building Coverage.* Development must comply with the height and building coverage requirements of the base district and any applicable overlay district.
- F. **Lot Merger by Zoning Lot Status.** If the lot is smaller than would otherwise be required by this Chapter and such lot is, at any time on or after the effective date of this Chapter, under common control with a contiguous lot, then the two lots will be considered one zoning lot for the purposes of this Chapter and will be considered together for purposes of determining conformance.
1. If the lots contain sufficient area for the actual or proposed use, then they will be deemed fully conforming.
 2. If the lots together do not provide sufficient lot area and/or lot width for the actual or proposed use, they will nonetheless be considered together for purposes of reducing the degree of nonconformity.
 3. When a nonconforming lot has been consolidated with the adjacent lot, such lots will not again be used as separate lots unless they are lawfully subdivided.

Sec. 26-8E-7, Nonconforming Site Development

- A. **Policy.** Because site development features, such as landscaping and screening, generally involve less investment and are relatively more easily corrected than those involving lots, buildings, or structures, and uses, it is the policy of the City to eliminate such site development nonconformities as quickly as is practical.
- B. **Timely Conformance.** A site development nonconformity must be brought into conformance upon the occurrence of any of the following:
1. Any increase to the gross floor area exceeding 30 percent;
 2. Construction, remodeling, or other alterations that exceed 50 percent of the fair market value of the structure; or
 3. For non-residential uses only, any change in use to a more intensive permitted use that requires a building permit or certificate of occupancy.

Sec. 26-8E-8, Nonconformities Created by Public Acquisition

When governmental acquisition of a portion of property for right-of-way, easement, or other governmental use results in noncompliant lot area, lot width, setbacks, or site development features, the resulting failure to comply does not constitute a nonconformity.

Sec. 26-8E-9, Discontinuance

- A. **Nonconforming Use.** When a nonconforming use has been abandoned, as defined in this Article, such nonconforming use will not be renewed, and any registration pursuant Sec. 26-8E-3, *Nonconforming Use*, will be revoked.
- B. **Abandonment.** A nonconforming use will be presumed abandoned when any one or more of the following has occurred:
 - 1. The owner's intent to abandon the use is apparent.
 - 2. A less intensive use has replaced the original nonconforming use.
 - 3. The building or structure has been removed through the applicable procedures for the condemnation of unsafe structures.
 - 4. The owner has physically changed the building or structure or its permanent equipment in such a way as to indicate clearly a change in use or activity to something other than the nonconforming use.
 - 5. The lot has been vacant or the use discontinued for six consecutive months where the nonconforming use is one that is conducted primarily outside of a building.
 - 6. The building has been vacant or the use discontinued for 24 consecutive months where the nonconforming use is one that is conducted primarily inside of a building.
 - 7. The building or structure has been damaged to the extent that 50 percent or more of its fair market value by fire, wind, tornado, earthquake, or other non-criminal calamity.
- C. **Nonconforming Mobile Home or Manufactured Home Lots**
 - 1. The failure to license a nonconforming mobile or manufactured home park lot pursuant to Chapter 19, Licenses; Sec. 19-38, *Mobile Home Parks*, of the Code of Ordinances, for a period of 12 consecutive months will constitute abandonment of the nonconforming use for that lot. Such lot may not be subsequently licensed by Sec. 19-38, *Mobile Home Parks*, and has lost its allowed nonconforming use.
 - 2. The failure to occupy a nonconforming mobile or manufactured home park lot for a period of 24 consecutive months will constitute an abandonment of the nonconforming use for that particular lot. A lot will be considered occupied if the manufactured or mobile home meets the minimum requirements for a residential occupancy permit and utilities have not been disconnected.

Division 26-8F. Enforcement

Sec. 26-8F-1, Purpose

This Division establishes the procedures that the Zoning Administrator may use to ensure compliance with the provisions of this Chapter and to correct violations and the penalties for violations. The provisions of this Division are intended to encourage the voluntary correction of violations.

Sec. 26-8F-2, Violations Defined

Any of the following are considered unlawful and a violation of this Chapter, and are subject to the enforcement remedies this Article and Kansas state law provide:

- A. Any activity that is not authorized by or is inconsistent with all of the permits, approvals, certificates, and authorizations this Code requires;
- B. An activity that is inconsistent with any applicable zoning, subdivision, or general regulation of this Chapter, unless this Chapter expressly provides an exception;
- C. To violate, by act or omission, any term, condition, or qualification the City places upon a required permit, certificate, rezoning, plan approval, or other form of authorization that the City granted to allow the use, development, or other activity upon land or improvements of land;
- D. To reduce any lot area so that the yards or open spaces are smaller than that required by this Chapter, a final plat, or final development plan, except in accordance with the procedural and substantive requirements of this Chapter;
- E. To increase the intensity and/or density of use of any land or structure, except in accordance with the procedural and substantive requirements of this Chapter;
- F. To remove, deface, obscure, or interfere with any sign or notice required by this Chapter;
- G. To convey, transfer, or sell any land by reference to, or exhibition of, or by other use of a plat of a subdivision before the plat has been approved; or
- H. Development on land that has not been subdivided in compliance with the subdivision regulations in this Chapter. Any building permit issued for construction of any building or structure on such land is invalid.

Sec. 26-8F-3, Enforcement Procedures

- A. **Jurisdiction.** The Zoning Administrator has authority to enforce all activities of this Chapter that occur within the city limits of the City.
- B. **Notice of Violation.** If the Zoning Administrator finds that any of the provisions of this Chapter are being violated, they may notify, in writing, the person(s) responsible for such violations in person or by certified mail. At a minimum, the notice of violation must:
 - 1. Specify the property where the violation is alleged.
 - 2. Reference specific section(s) of this Chapter or other requirements or approved documents alleged to have been violated.

3. State the penalties and/or fines that may be issued if the property is not brought into compliance.
 4. State the actions and timeframe required to bring the property or use into compliance.
- C. **Timeline for Compliance.** After receiving the notice of violation, the recipient may either remediate the violation within 30 calendar days or contact the Zoning Administrator to establish a timeline for compliance. The timeline should have intermediate steps that mark progress toward full compliance.

Sec. 26-8F-4, Penalties and Fines

- A. **Failure to Comply with this Chapter.** Any person who fails to comply with, or violates any provision of this Chapter, is subject to a fine of at least \$500 for each offense.
- B. **Separate Offense.** Each day of such violation(s), or failure to comply, constitutes a separate offense. The offense date(s) of any complaint filed may be the initial violation date or any subsequent observed violation date(s). The violation date(s) may be before the expiration of the 30 calendar days' notice required by Subsec. 26-8F-3A or any deadline the City gave for compliance prior to prosecution referral.

ARTICLE 26-5. SUBDIVISION STANDARDS

Division 26-5A. Policies, Purposes, and Applicability

- Sec. 26-5A-1, Policies
- Sec. 26-5A-2, Purposes
- Sec. 26-5A-3, Applicability
- Sec. 26-5A-4, Compliance with Codes and Standards
- Sec. 26-5A-5, Public Improvements

Division 26-5B. Lot, Block, and Open Space Standards

- Sec. 26-5B-1. General Subdivision Standards
- Sec. 26-5B-2, Subdivision Types
- Sec. 26-5B-3, Lot Design
- Sec. 26-5B-4, Block Design
- Sec. 26-5B-5, Open Space

Division 26-5C. Transportation System Standards

- Sec. 26-5C-1, General Requirements for Streets
- Sec. 26-5C-2, Street Right-of-Way Specifications
- Sec. 26-5C-3, Street Layout and Design
- Sec. 26-5C-4, Pedestrians and Bicycles
- Sec. 26-5C-5, Travel Easements
- Sec. 26-5C-6, Street Names
- Sec. 26-5C-7, Alleys
- Sec. 26-5C-8, Street Stubs
- Sec. 26-5C-9, Cul-de-Sacs
- Sec. 26-5C-10, Access Management
- Sec. 26-5C-11, Intersection Sight Distance

Division 26-5D. Standards for Public Improvements

- Sec. 26-5D-1 Transportation System Improvements
- Sec. 26-5D-2, Drainage Improvements
- Sec. 26-5D-3, Water and Sewer Facilities

Division 26-5E. Easement Standards

- Sec. 26-5E-1, General Easement Requirements
- Sec. 26-5E-2, Access Easements
- Sec. 26-5E-3. Travel Easements
- Sec. 26-5E-4, Conservation Easements
- Sec. 26-5E-5, Utility Easements

- Sec. 26-5E-6. Drainage Easements
- Sec. 26-5E-7. Avigation Easements
- Sec. 26-5E-8. Companion Easements

Division 26-5F. Other Standards

- Sec. 26-5F-1. Development Phasing
- Sec. 26-5F-2. Standards for Benchmarks, Monuments, and Markers
- Sec. 26-5F-3. Plat Notes
- Sec. 26-5F-4. Covenant, Conditions, and Restrictions

Division 26-5A. Policies, Purposes, and Applicability

Sec. 26-5A-1, Policies

The policies of the Planning Board and the Governing Bodies of the City and County include:

- A. **Government Control.** The subdivision of land and subsequent development is subject to the control of the Planning Board and the Governing Bodies pursuant to state statute, the Inter-local Agreement between the City and Riley County, and the respective rules, regulations, ordinances, and resolutions of the City and County, in order to promote the orderly, planned, economic, and efficient development of the Manhattan Urban Area.
- B. **Public Safety.** Land to be subdivided must be of such character that it can be used safely for building purposes without danger to health or peril from fire, flood, or other menace.
- C. **Adequate Facilities and Improvements.** Land to be subdivided must have adequate public facilities and improvements available when needed and proper provisions for drainage, water, sewage, and capital improvements such as schools, parks and open space, recreation facilities, and transportation infrastructure.
- D. **Administration.** This Article will be administered to insure orderly and well-planned growth to conform with the Manhattan Urban Area Comprehensive Plan, the capital improvements program for the Manhattan Urban Area, and to enforce the zoning provisions of this Chapter.

Sec. 26-5A-2, Purposes

Refer to Subsec. [26-1A-3C](#), *Purposes: Land Subdivision*.

Sec. 26-5A-3, Applicability

- A. The subdivision of land requires a final plat or replat whenever land is divided into two or more lots, or the boundaries of lots are altered.
- B. **Exemptions.** The following are exempt from the provisions of this Article:
 1. Division of land determined by the County to be eligible for an agricultural exemption.
 2. The subdivision of cemetery burial lots.

Sec. 26-5A-4, Compliance with Codes and Standards

- A. All subdivision plats must comply with the following as they are applicable:
 - 1. This Chapter or the Riley County Land Development Regulations.
 - 2. The Riley County Sanitary Code.
 - 3. Regulations of the Kansas Department of Transportation (KDOT) when taking access to a state highway.
 - 4. City or County building and housing codes.
 - 5. City or County fire and life safety codes.
 - 6. The more restrictive standards where a discrepancy exists.
 - 7. Applicable statutory provisions.
- B. **Infrastructure Design and Construction Standards.** Streets, storm sewer systems, sanitary sewer systems, water supply systems, and other utilities must be designed and built consistent with the standards for such public improvements that are maintained and published by the applicable City or County engineering department. These standards are referred to collectively by the generic term “infrastructure design and construction standards” (IDCS) and are cited in this Chapter as such.

Sec. 26-5A-5, Public Improvements

- A. All public improvements necessary to serve a subdivision, including streets, sidewalks, storm sewers and detention, utilities, water, sanitary sewer, and drainage improvements, must be constructed and financed pursuant to:
 - 1. The policies, regulations, and laws of the responsible Governing Body.
 - 2. This Chapter, where applicable.
 - 3. The infrastructure design and construction standards cited in Subsec. 26-5A-4B.
- B. The responsible Governing Body may include part or all of any subdivision within a benefit district to finance the construction of public improvements necessary to serve such subdivision, whether or not such improvements are located within or outside of such subdivision. The responsible Governing Body will comply with all applicable rules, regulations, ordinances, and statutes in the creation of such benefit district.

Division 26-5B. Lot, Block, and Open Space Standards

Sec. 26-5B-1. General Subdivision Standards

- A. All subdivision plats must be prepared to conform with the standards of this Article. The layout and location of areas proposed to be dedicated to the public for open space or recreation reserves, streets, trails, storm and sanitary sewer systems, water supply systems, and other utilities must comply with the public improvement standards set out in this Chapter, and those adopted by the applicable Governing Body or published by the City or County Public Works Department.
- B. *Subdivision Name.* The proposed name of a subdivision must not duplicate, or too closely approximate in sound or spelling, any existing subdivision in either Riley or Pottawatomie County. The use of unit or phasing numbers or other similar titles to distinguish subsequent phases or replats will not be considered a duplicate subdivision name.
- C. *Design Principles.* Subdivision plats will be designed to:
 - 1. Provide space for bufferyards between land uses or changes in use or density along lot lines.
 - 2. Preserve site resources, especially natural drainageways and topographic landforms.
 - 3. Maximize frontage and access to open space by connecting and continuing the open space of adjoining properties.
 - 4. Provide continuity of streets and pedestrian and bicycle ways within and between developments.
 - 5. Minimize interference or improve access to adjacent properties.
 - 6. Provide access to each lot by a public street or public travel easement.
 - 7. Prevent flood damage.
 - 8. Coordinated drainage patterns with neighboring properties to manage undue stormwater runoff.
 - 9. Avoid, minimize, or mitigate the erosion or deposition of soil.
 - 10. Maintain or improve the level of public utility services provided to surrounding development.
 - 11. Encourage and prioritize connectivity of all modes of transportation between neighborhoods and subdivisions.
 - 12. Construct or locate public water and sewer utilities that allow for access to those utilities for maintenance and repairs that minimize impacts to the property owners and the general public.

Sec. 26-5B-2, Subdivision Types

- A. **Standard Development.** A subdivision that adheres to the standard lot dimensions and density for a given zoning district.
- B. **Master-Planned Development.** Refer to Sec. 26-9D-1, *Residential Master-Planned Development*.
- C. **Cluster Development.** In general, the layout of a residential cluster neighborhood must promote the character of the district it is located in, and be designed to protect significant natural features or environmental resources on the parcel proposed for development, as applicable. The approach to designing a cluster residential neighborhood is to follow a four-step process that emphasizes the protection of resources and meaningful open space.
 - 1. *Step One:* Develop a site fingerprint. On a parcel with significant features or resources, map the approximate boundaries of the following:
 - A. Steep slope areas with an average grade of 30 percent or more.
 - B. Woodlands that are at least five contiguous acres in area in which trees have overlapping crowns that provide at least 50 percent land cover, which are delineated by the edges of the crowns.
 - C. Drainageways.
 - D. Wetlands.
 - E. Floodplains, floodways, and floodway fringes according to their boundaries as shown on the most recent maps available from the Federal Emergency Management Agency (FEMA).
 - F. Riparian buffers as an area that extends 25 feet landward of the top of bank, as applicable, from rivers, streams, and creeks.
 - 2. *Step Two:* Locate building sites so that they (in descending order of priority):
 - A. Minimize the impacts of clearing and grading on riparian areas, floodplains, wetlands, woodlands, and steep slopes.
 - B. Minimize the visual impact of the cluster neighborhood on the landscape.
 - C. Provide contiguity of common open space and resource protection areas (on-site and, where possible, off-site).
 - D. Provide open space and scenic views for the principal buildings in the cluster neighborhood.
 - 3. *Step Three:* Design the road system to allow safe and efficient movement through the subdivision, and to abutting property, where appropriate. The road system should avoid adverse impacts to natural resources and should be designed to enhance views of significant vistas.
 - 4. *Step Four:* Establish lot lines and lot areas to provide for the most appropriate conservation of the open space areas of the development.
 - 5. *Sketch Plan.* The applicant must provide a sketch plan for review by the Zoning Administrator after following the four steps above. The sketch plan must delineate the conservation areas and cluster lot development areas based on the resource analysis map developed as part of Step One. Significant natural features and

environmental resources must be included in conservation areas. The sketch plan review is intended to insure the property improvements are in compliance with conservation subdivision requirements of this Chapter.

6. *Design Standards*

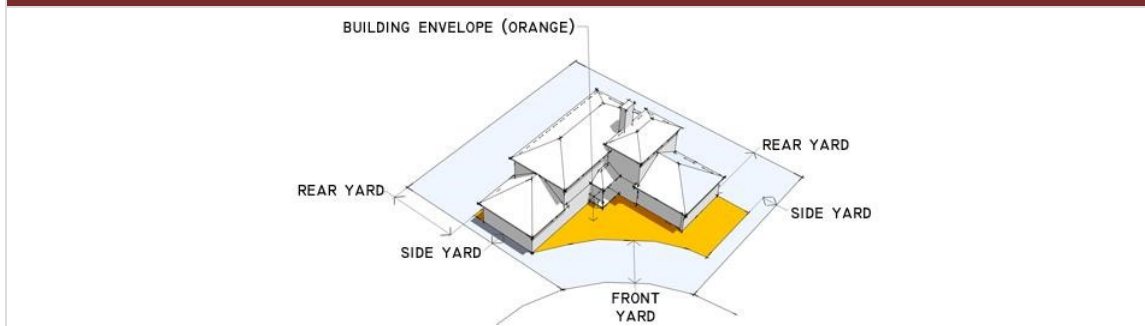
- A. A cluster development residential neighborhood must have a defined conservation objective or combination of objectives based on either:
 - 1. Protecting priority resources identified during Step One above (e.g., land stewardship, resource conservation, water quality preservation, etc.); or
 - 2. Providing a large common open space amenity.
- B. Interconnect designated resource areas with other open space areas, greenways, and trail systems (if provided) within the parcel proposed for development and on abutting lands where such integration is practical and does not materially compromise the value of the resource areas.
- C. Integrate open spaces into the development design to bring significant open space to the maximum number of properties, as well as visibility from public rights-of-way within the proposed development.
- D. Establish protective buffers along streams and watercourses using open spaces or conservation areas at widths required for stormwater protection in the IDCS. In these areas, design ground cover and landscaping to enhance the filtering of surface and subsurface water flows.
- E. Configure lots to minimize the amount of roadway and driveway length. Shared driveways may be utilized to minimize impervious surfaces through the reduction of pavement area, which may be constructed of pervious materials, including permeable concrete or asphalt, permeable pavers, ground reinforcement grid systems, and paving strips. Gravel or rock driveways or parking areas are not considered pervious materials and are not allowed, unless expressly stated in other sections of the Chapter.
- F. Conservation Areas
 - 1. Conservation areas may include unimproved land, natural landscapes, improved recreation areas, recreational buildings, and structures that are wholly accessory to recreational uses, as well as wetland areas and surface water.
 - 2. Conservation areas must be provided within each phase of a cluster subdivision in sufficient amounts to serve the expected population of that phase.
 - 3. Conservation areas must be drawn on a preliminary plat and recorded with the final plat or by separate instrument.
 - 4. The applicant must have proof of commitment from the entity that will be responsible for the conservation area prior to recording a plat. Conservation areas must be conveyed prior to recording the final plat, in accordance with one of the methods listed in Sec. 26-5B-5, *Open Space*, unless an alternative sequence is accepted by the Zoning Administrator.

7. *Lot Layout.* Where appropriate, lots must be adjacent to or around one or more of the following: central open space; physical amenity such as a meadow, stand of trees, stream, or other water body; or an existing or restored natural feature.

Sec. 26-5B-3, Lot Design

- A. **Required Conformance.** The minimum dimensions for proposed lots must conform with the applicable standards of this Chapter, and, as applicable for unincorporated development, the regulations of the County in effect on the date of final plat submittal, or as specified by the Riley County Sanitary Code.
- B. **Lot Area**
 1. *Minimum Area.* The area of lots must meet the minimum standard for the district and development type set out in Sec. 26-2C-2, *Residential Uses and Standards*, and Sec. 26-2D-3, *Building and Lot Standards*.
 2. *Oversized Lots.* Lots that are three or more times the minimum required lot area for the applicable zoning district must be arranged to allow further subdivision and/or dedication of street rights-of-way unless that is determined to be impractical or unwarranted.
- C. **Lot Shape**
 1. The lot size, width, shape, depth, and orientation must be appropriate for the type of development proposed.
 2. Make corner lots wide enough to account for additional street-side setbacks.
 3. For lots on arterial street intersections or at any acute-angle intersections, provide a radius or diagonal tangent of 20 feet at the street corner.
 4. Where a grade separation is proposed at the intersection of arterial streets or highways, arrange lots so as to make adequate provisions for grade separation structures.
 5. Avoid creating double-frontage lots to the maximum extent practicable. Where found to be essential to separate residential development from street right-of-way or to overcome topographic constraints, the Planning Board may grant a deviation from this standard (per Sec. 26-9C-4, *Subdivision—Deviation*). See definitions of lot types in Sec. 26-10B-1, *Lot*, for reference.
 6. For cluster and master planned development, lot shapes may be approved by the Planning Board when:
 - A. The shape does not interfere with the efficient development of other property.
 - B. The lots allow for a building envelope that is adequate to meet the requirements of this Chapter for building and site design. (See Figure 26-5B-3.1, *Building Envelope*)

Figure 26-5B-3.1
Building Envelope



D. Access

1. All lots must directly abut and be directly served by a public street or travel easement.
2. Buildings on residential lots for single-family detached and duplex or twin-home dwellings may not have direct vehicular access onto an existing or designated arterial street or highway. Access to a collector street may be permitted subject to the access management regulations (Sec. 26-5C-10, *Access Management*).

E. Cul-de-sac or Curved Street Lots. Where a lot fronts a cul-de-sac or curved street with a radius of 200 feet or less, lay out the lots so that their frontage, as measured on the arc of the right-of-way line, is at least 50 percent of the required lot width (measured at the front setback line) and at least 30 feet measured on the arc of the right-of-way line, or 24 feet for single-family attached uses with shared driveways or a single family detached use in a cluster development.

F. Flag Lots (See Figure 26-5B-3.1, *Lot Types*)

1. *Standard Development.* The use of flag lots is prohibited in all standard developments.
2. *Cluster or Master Planned Development.* Where topography or other physical constraints necessitate flexibility, the Planning Board may allow flag lots provided:
 1. The pole of the lot is at least 30 feet in width.
 2. The area of the pole of the lot does not count toward the minimum lot area requirement.
 3. The flag of the lot complies with the minimum lot area and width requirements set out in Table 26-2C-2.2, *Residential Uses and Standards*.
 4. Access to the lot complies with the requirements of the applicable City or County Fire Department.

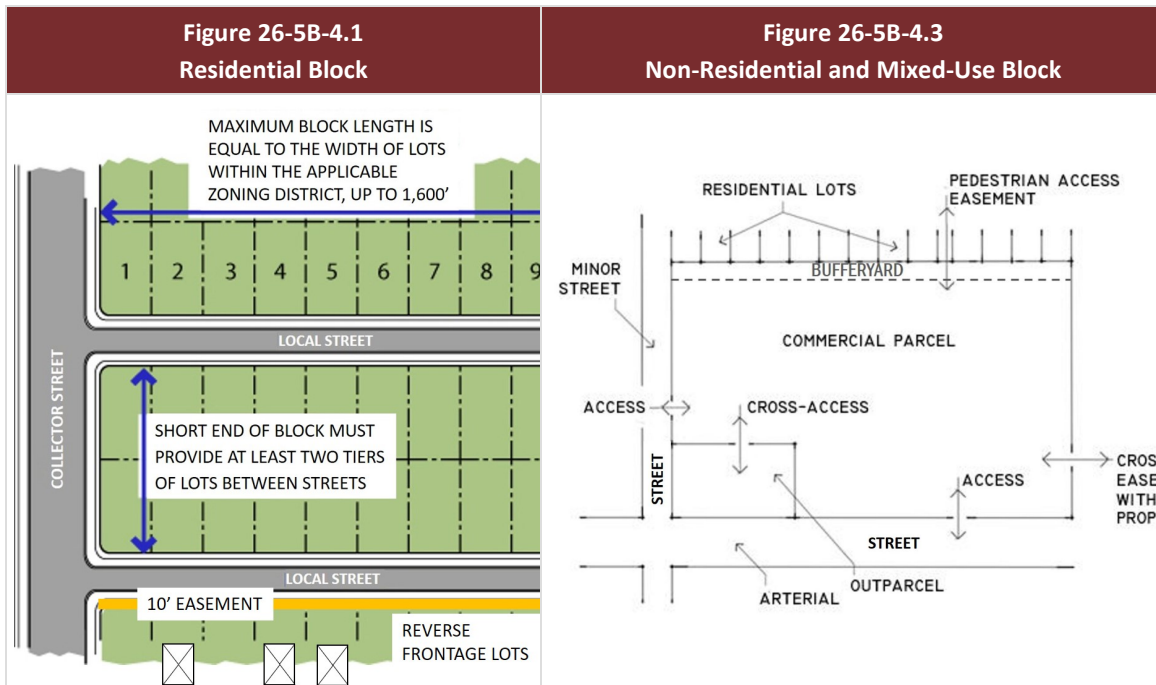
G. Buildable Area. The following provisions apply to lots for multiple-family residential, commercial, or industrial subdivisions.

1. Lots must be of adequate size to provide for the minimum landscape surface ratio and off-street parking and service areas required for the applicable zoning district and the use proposed for development.

2. Lots must provide a buildable area within the required setbacks with less than a 20 percent slope. If the slope is greater than 20 percent, the lot size must be increased to provide a buildable area with less than 20 percent slope, or a grading plan must be submitted with the preliminary plat and approved by the Planning Board. Grading plans must minimize grading, removal of vegetation, land instability, fire or drainage hazards, or other public safety hazards such as steep vertical cuts. The grading plan must consider the building site, off-street parking lots, and driveways, which may be required by the Planning Board as a condition of preliminary plat approval. Final grading plans must be submitted with the final plat for subdivisions subject to the provisions of this Section.

Sec. 26-5B-4, Block Design

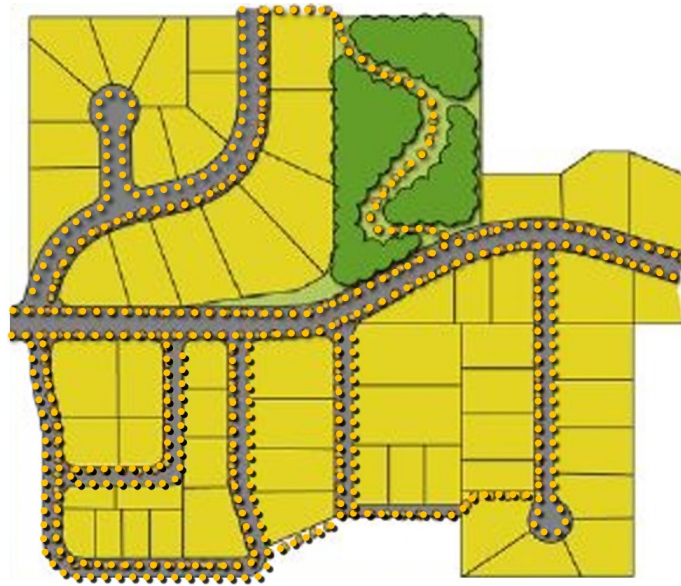
- A. **Generally.** Determine the lengths, widths, and shapes of blocks with due regard to:
 1. Provision for adequate building sites suitable for the needs of the use contemplated.
 2. Convenient access, safety, and circulation of vehicles, pedestrians, and bicyclists.
 3. Topography and the existence of resource features.
 4. Lot sizes and dimensions of the applicable district.
- B. **Residential Block Lengths**
 1. Residential blocks may not exceed 1,600 feet in length, unless the Planning Board approves a deviation. Factors to consider for the deviation include:
 - A. The block is adjacent to an arterial street or highway;
 - B. A block of greater length will reduce the number of railroad grade or major stream or drainageway crossings;
 - C. The block traverses a span of open space that is wider than 1,600 feet; or
 - D. There are topographical conditions that justify a greater block length.
 2. When bounded by streets on each side, residential blocks must be wide enough to provide at least two tiers of lots, except:
 - A. Where such an arrangement is prevented by the size, topography, or other conditions of the property;
 - B. Where lots are clustered to provide visual access to common open space by reducing back-to-back residential lots; or
 - C. Where reverse frontage lots are located along an arterial or collector street and "No Access" is dedicated along the lot line abutting the arterial or collector street.
 3. Residential blocks must provide pedestrian and bicycle access as described in Subsec. 26-5E-2B, *Pedestrian Access Easements*, to improve circulation for non-motor vehicle travel modes.
- C. **Non-Residential Block Lengths.** Blocks for non-residential and mixed-use areas may vary in their design provided compliance with the requirements for buildable area, parking, landscape surface ratios, and the requirements for access. Blocks must be no less than 300 feet or more than 700 feet in length unless mid-block pedestrian crossings are provided at an interval of no less than 400 feet. (See Sec. 26-5E-1, *Easements*)



Sec. 26-5B-5, Open Space

- A. **Provision of Open Space.** The term “open space” includes undeveloped areas within subdivisions that are set aside for conservation, recreation, mitigation, or buffering purposes, or any combination of those purposes. Open space for purely recreational purposes is an elective choice of the developer; it is not a requirement of development. But open space is required for buffer zones along drainage corridors and within the riparian areas along rivers and streams. Where consistent with maintenance of drainage facilities, landscaping around water bodies or along channels will be designed to enhance stormwater quality, ecosystems, and habitats in accordance with the IDCS. Developers are encouraged to include greenways within linear conservation areas.
- B. **Continuity.** The value of open space is maximized by connecting open spaces within and across developments to establish continuous greenways, particularly along linear features, such as drainage courses and streams, as illustrated in Figure 26-5B-5.1, *Pedestrian System Continuity*. The standards of design include:
1. **Interconnectivity.** Provide for interconnectivity within the development, including open space linkages or connections using pedestrian and bicycle paths, and interconnectivity with adjacent or future development.
 2. **System-Wide Connections.** Open space set-asides within development should tie into the adopted plans of the City and County.
 3. **Gap Improvements.** The layout and design of sites and subdivisions should provide for pedestrian, bicycle lanes and routes, and trail and greenway connections to fill the gaps in the non-motorized transportation system across the Manhattan Urban Area.

Figure 26-5B-5.1
Pedestrian System Continuity



- C. **Designation.** All boundaries of open space, whether for resource protection or other purposes, must be delineated as easements or tracts on a subdivision plat with specific identification. The boundaries of open spaces that are delineated in order to protect natural resources or to be left in a natural state should be identified with signs.
- D. **Securely Held.** The minimum required open space may not be developed or redeveloped once established.
- E. **Responsible Parties.** Open space may be owned in the following ways:
 - 1. Dedication to the City or County in cases where the responsible Governing Body accepts the dedication;
 - 2. Through a special district formed in accord with state statutes; or
 - 3. A duly recorded covenant of easement where the City or County is a party to the easement, as authorized by the responsible Governing Body. A duly recorded conservation easement:
 - A. Is platted and recorded as a portion of and along the rear lot line (illustrated in Figure 26-5B-5.2, *Conservation Easement*) of fee simple lots to preserve significant resource features in their native state, provided that the portion of the lot outside of the easement meets the minimum lot area requirement of the respective district.
 - B. Is either dedicated to a pre-approved private non-profit organization that is capable of managing the open space in perpetuity or is held in common by a homeowners, condominium, or property owners association, with an easement dedicated to all property owners within the association.
- F. **Maintenance.** Under any arrangement, the easement must require the maintenance of such areas as indicated on the approved subdivision plat or site plan. The responsible Governing Body has the right under such easement to maintain the area and place a lien

on the property, or a homeowners, condominium, or property owners association to recover its costs.

Figure 26-5B-5.2
Conservation Easement



Division 26-5C. Transportation System Standards

Sec. 26-5C-1, General Requirements for Streets

- A. The layout and construction of streets on subdivision plats must conform to:
 - 1. This Division and the City of Manhattan's IDCS cited in Subsec. 26-5A-4B when within the City and the Urban Service Area.
 - 2. Riley County's standards cited in Subsec. 26-5A-4B when within the Rural–Urban Fringe
- B. *Conformance with Adopted Plans.* Where applicable, the layout of streets must be consistent with the Comprehensive Plan, adopted transportation systems plans, the functional street classification map, and all other adopted and amended plans of the applicable governing body.
- C. *Connectivity and Continuity.* To the greatest extent practicable, every subdivision must provide multiple access points, subject to Sec. 26-5C-9, *Access Management*, whereby streets in a proposed subdivision must connect to existing streets in abutting platted subdivisions, and streets must be continued to the boundaries of the tract being platted, such that future abutting subdivisions may be connected. Deviation from this requirement may be granted by the Planning Board after considering the recommendations of the applicable City or County Engineering and Fire Departments with a finding that:
 - 1. The minimum requirements are not reasonable due to the topography or other existing physical conditions of the site; or
 - 2. The minimum requirements are not necessary or desirable for coordination of the subdivision's layout with existing adjoining layouts or the most advantageous future layouts of adjoining tracts.
- D. *Integration.* New streets will integrate into the existing street and road networks so as to:
 - 1. Address the circulation needs of new development and the adjacent community.
 - 2. Connect existing and new streets for pedestrian, bicycle, transit, and vehicular systems.
 - 3. Provide for future bicycle, pedestrian, and motor vehicle connections.
 - 4. Facilitate safe and efficient travel within and throughout the City and Manhattan Urban Area.
- E. *Natural Resources.* Streets and roads must be located with appropriate regard for topography, wetlands and riparian areas, water bodies, wooded areas, and other features that enhance the attractiveness and sustainable value of development and are significant to the Flint Hills region for their ecological or natural resource value.

Sec. 26-5C-2, Street Right-of-Way Specifications

- A. **Applicability.** City-owned transportation facilities in the public right-of-way, including streets, bridges, and other connecting pathways, that are newly constructed or

reconstructed must be designed in accordance with the standards of Table 26-5C-3.1, *Minimum Street Specifications*.

- B. **Dedication.** The applicant will dedicate the entire width of right-of-way where any part of a subdivision is on both sides of an existing street or the general alignment on the street plan of the City or County. When a subdivision is located on only one side of an existing street or the general alignment of a street on the street or road plan of the City or County, half of the required right-of-way measured from the centerline of an existing roadway must be dedicated.

Sec. 26-5C-3, Street Layout and Design

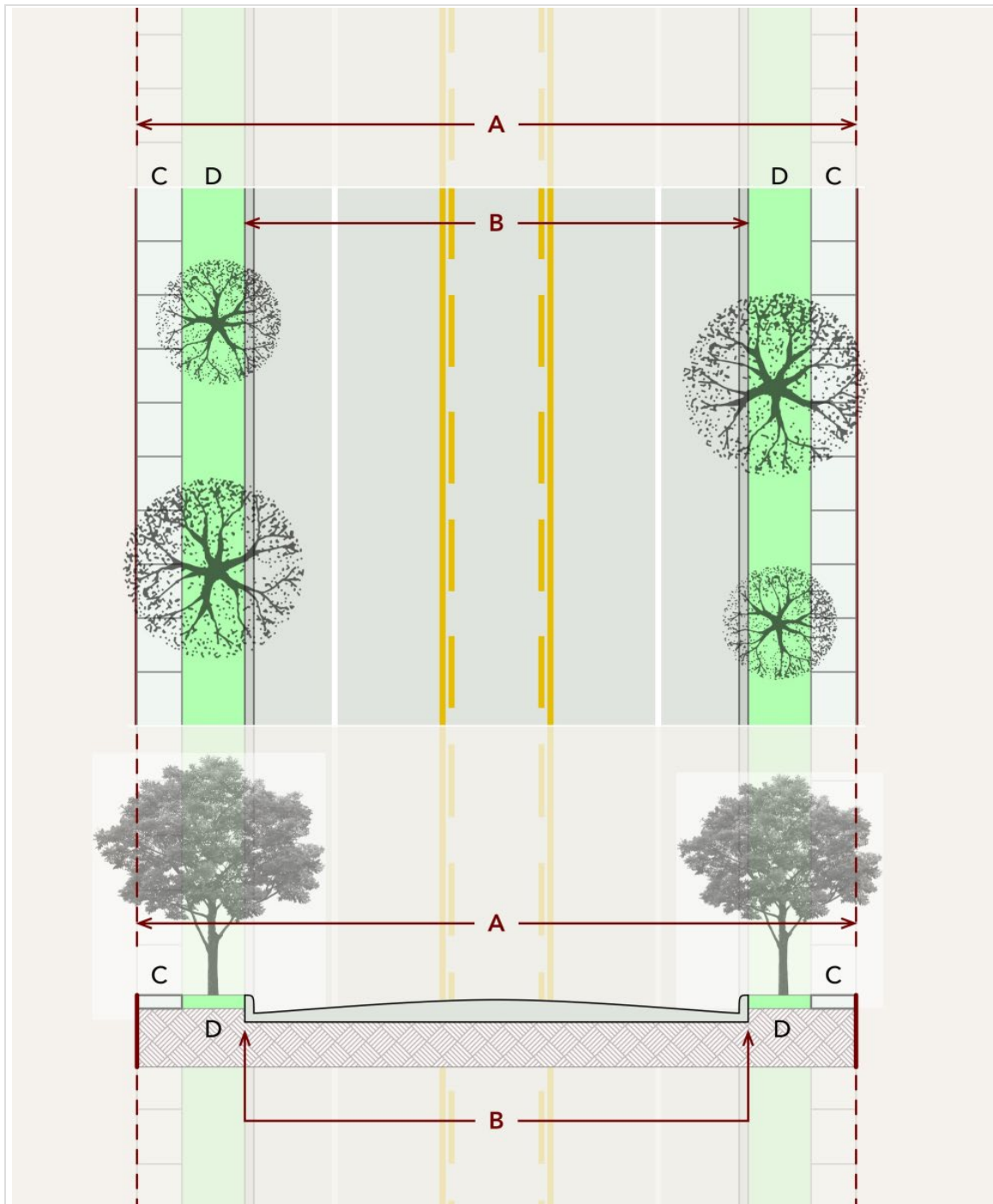
- A. **Layout.** Streets must be laid out to respect the existing topography, to permit efficient drainage and utility systems, and to produce an efficient street network to provide safe access to property.
- B. **Street Design.** Any type of street pattern may be used that best fits the topography, including curvilinear, grid, or modified grid systems. The use of cul-de-sacs is allowed only with consideration as to the adequacy of pedestrian connectivity and street continuity, including issues such as emergency service access, as set out in this Section.
 1. *Street Grades.* The grades of streets may not exceed 5% for arterial, 8% percent for collector, and 10% for local streets. In order to drain adequately, no street grade may be less than 0.5 percent. These grades may be modified if reviewed and recommended otherwise by the City or County Engineer. Grades at intersections must comply with Public Rights-of-Way Accessibility Guidelines (PROWAG).
 2. *Design Speed.* Design speed must be in conformance with applicable sections of *A Policy on Geometric Design of Highways and Streets*, published by the American Association of State Highway and Transportation Officials (AASHTO). Operating and design speeds at the lower ranges identified in AASHTO are encouraged.
 3. *Design Considerations.* Rights-of-way at intersections must be designed to comply with the standards set out in Sec. 26-5C-11, *Intersection Sight Distance*. No fixed above-ground facilities may be located within the clear vision triangle at the intersection (i.e. utility poles or boxes, trees, shrubs, retaining walls, etc.). Consideration regarding the width of the right-of-way, and companion easements, must be taken into account when planning the street layout.
 4. *Site Design.* In non-residential districts, streets and other access ways must be planned in coordination with the layout and arrangement of buildings and, as applicable for pedestrian, bicycle, and transit improvements to minimize conflicts of traffic and pedestrian/bicycle movements both on- and off-site, rail facilities, truck loading and maneuvering areas, and parking areas for site circulation.
 5. *Design Context.* The alignment, width, grade, and cross-sections of all streets must be designed in the context of existing and planned streets, topographical conditions, and in their appropriate relation to the proposed uses of the land to be served by such streets.
 6. *Right-of-Way Width.* Right-of-way widths in excess of the following minimum standards may be required whenever, due to topography or other considerations, additional width is necessary to provide adequate earthen slopes or sight distances as deemed necessary by the Planning Board.

- A. Local: 60 feet.
 - B. Minor collector: 80 feet.
 - C. Major collector: 90 feet.
 - D. Minor Arterial: 100 feet.
7. **Medians.** Medians that are part of a dedicated public street right-of-way may not be utilized for any purpose other than by the City or a public utility. However, a applicant or other entity may beautify a median with landscaping with the approval of the City Engineer and Planning Board, provided that:
- A. It does not interfere with existing or proposed public utilities.
 - B. It conforms to the sight distance requirements of Sec. 26-5C-10, *Access Management*, and Sec. 26-5C-11, *Intersection Sight Distance*.
 - C. An agreement, in a form acceptable to the attorney of the appropriate governing body, is on file for the entity with permanent responsibility for maintenance and liability for such improvements, and for future removal.
- C. **Street Specifications.** All streets must be designed in accordance with IDCS. The widths of rights-of-way are applicable to the urban area, while the specifications for sidewalks, tree lawns, and bicycle lanes are applicable to the Manhattan Urban Service Area.
- 1. In reviewing a subdivision proposal, the Planning Board or governing body will determine the following:
 - A. Whether warrants are met for medians or turn lanes, as calculated by the applicant and recommended by the City or County Engineer.
 - B. Whether a proposed alternative pedestrian and bicycle circulation system is preferable to standard sidewalks, as set out in Sec. 26-5C-4, *Pedestrians and Bicycles*.
 - 2. The following are the minimum requirements for bicycle and pedestrian facilities, and for tree lawns for the various classifications.
 - A. Local streets have a five-foot sidewalk on both sides, a five-foot tree lawn between the sidewalks and curbs, and no bike lane.
 - B. Minor collector streets have two options:
 - 1. A six-foot sidewalk on each side, five-foot tree lawns, and on-street bike lanes, one in each direction, a minimum of five feet in width.
 - 2. The on-street bike lanes can be replaced by a 10-foot MUP in place of one of the sidewalks.
 - C. Major collector streets have a six-foot sidewalk on one side and a 10-foot MUP on the other side, and five-foot tree lawns between them and the curbs.
 - D. Arterial streets have a six-foot sidewalk on one side and a 10-foot MUP on the other side, and five-foot tree lawns between them and the curbs.
 - 3. Infill development may not be able to meet the minimum standards if the right-of-way width is not sufficient. In such cases the City Engineer and Zoning Administrator

can make adjustments as necessary while trying to maximize the multi-modality of the facility. See also Sec. 26-7A-4, *Sidewalks*.

4. Exemption from these street specifications may be approved by the Planning Board when the City or County Engineer recommends an exemption because the application of street improvements is inappropriate because it is contrary to public safety, or due to a severe terrain issue, or other available means or factors indicate an absence of need, including future need.

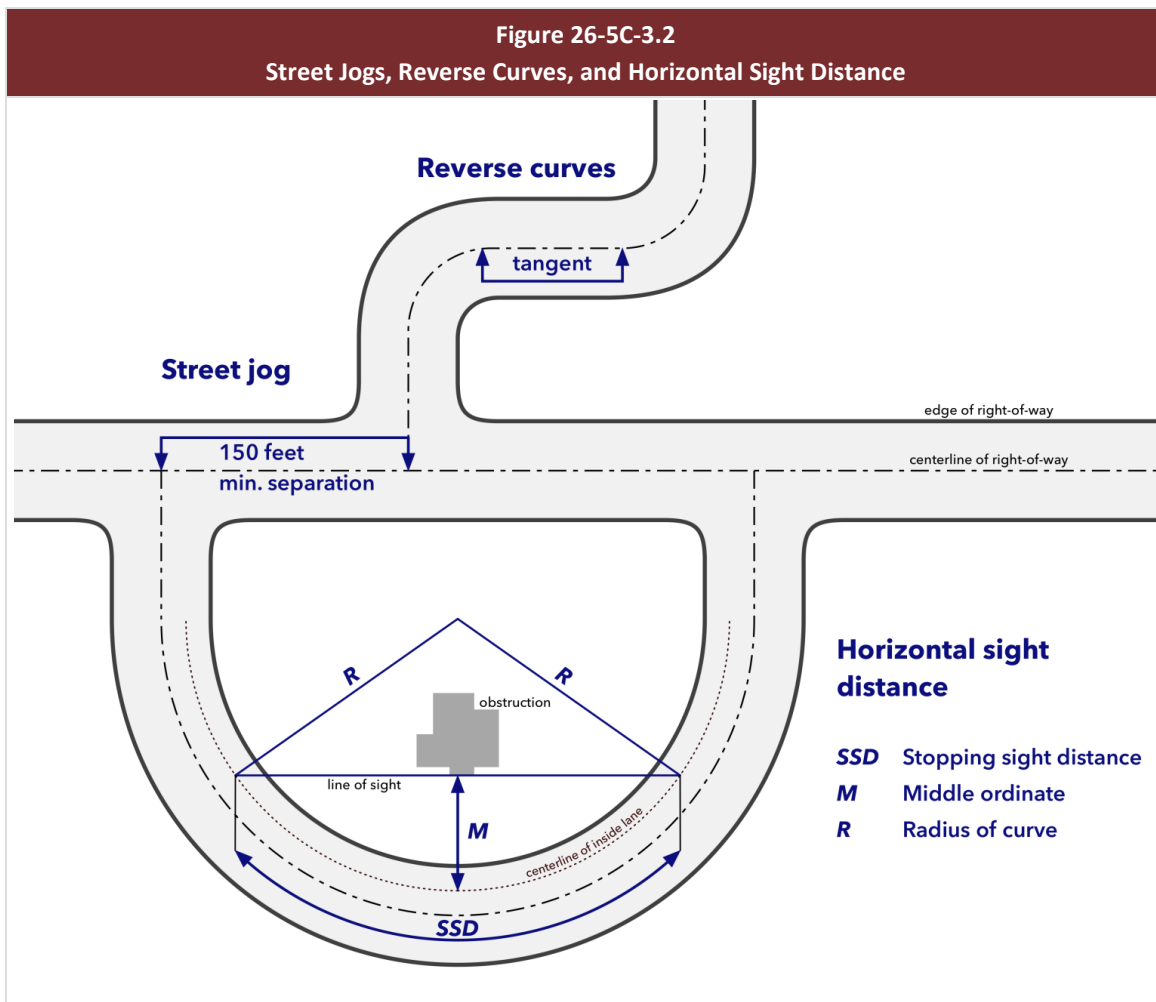
Table 26-5C-3.1. Street Elements	
Graphic Reference	Street Element
A	Right-of-way (ROW)
B	Street pavement, measured from back-of-curb to back-of-curb (BOC–BOC), containing the travel lanes and, as necessary, turn lanes, parking lanes, and bike lanes
C	Sidewalks or multi-use paths (MUP)
D	Tree lawn
Graphic reference in plan and cross-section	



D. Intersections (Refer to Figure 26-5C-3.2, *Street Jogs, Reverse Curves, and Horizontal Sight Distance*)

1. **Intersection Angles.** Streets must be laid out to intersect as nearly as possible at right angles, but in no case less than 80 degrees. A deviation may be approved by the Planning Board based upon the recommendation of the City or County Engineer.

2. *Multiple Intersections.* Intersections involving the junction of more than two streets or four approaches are prohibited. Intersections must be properly designed with the warranted method of traffic control.
3. *Horizontal and Vertical Sight Distances.* Streets must be laid out so as to provide for adequate horizontal and vertical sight distances for stopping, including consideration for sight-line obstructions (See Sec. 26-5C-11, *Intersection Sight Distance*).
4. *Street Jogs.* Street or cul-de-sac jogs with centerline offsets of less than 150 feet are prohibited.
5. *Distance Between Reverse Curves.* A tangent of some minimum length along the street centerline is required between horizontal reverse curves. For local streets it is 100 feet, for collector streets it is 150 feet, and for arterial streets it is 200 feet.
6. *Horizontal Curvature.* When the street centerline deflects more than five degrees, a curve must be inserted with a radius of footage no less than 500 feet for arterial, 300 feet for collector, and 200 feet for local streets. Upon recommendation of the City or County Engineer, the Planning Board may require an increase in the radius of the applicable curve.



Sec. 26-5C-4, Pedestrians and Bicycles

- A. **Sidewalks.** Sidewalks are required with street improvements in all subdivisions and on all building sites within the Manhattan Urban Service Area, as follows:
1. *Standards.* Sidewalks will be provided on both sides of all streets within the City and Manhattan Urban Service Area. All sidewalks must be constructed to comply with the standards set out in Table 26-5C-3.1, *Minimum Street Right-of-Way Specifications*, pertaining to the widths of the sidewalk and the adjacent tree lawns.
 2. *Continuity.* Sidewalks on parcels proposed for development must connect to existing sidewalks on adjacent parcels and must provide for a continuous pedestrian and bicycle system throughout the development and within and across building sites. Likewise, any new subdivision must provide for continuity to adjacent undeveloped and redevelopable land.
 3. *Connectivity.* Subdivision layout must provide for pedestrian connectivity in accordance with the minimum standards in Sec. 26-5E-2, *Access Easements*.
 4. *Location within Right-of-Way.* Sidewalks must be located within the dedicated street right-of-way or within a companion easement.
 5. *Construction.* All sidewalks must be constructed to conform to the City's infrastructure design and construction standards (IDCS) cited in subsec. 26-5A-4B.
 6. *Infill or Redevelopment Requirement.* Sidewalks are required, as stated above, for individual infill or redevelopment projects in an area that currently does not have sidewalks.
 7. *Alternative Circulation Plan.* When the average lot sizes exceed 25,000 square feet or when topographic or other unique site conditions exist, the applicant may submit an alternative pedestrian and bicycle circulation plan for consideration. The alternative circulation system must be consistent with the general requirements for adequate and functional pedestrian and bicycle circulation, and connectivity to adjacent areas, and must demonstrate a well-documented need for an alternative approach. An alternative plan may be considered when the following conditions are met:
 - A. The parcel proposed for development is located within the RL district in the City or outside of the City and within the Manhattan Urban Service Area.
 - B. Better pedestrian access and connectivity is provided by off-street trails that connect to sidewalks on the perimeter of the development, as applicable.
 - C. The average lot frontages, excluding corner lots, are equal to or greater than 100 feet
 8. *Accessibility.* All sidewalks must be built to conform to the current accessibility standards of the ADA or Public Right-of-Way Accessibility Guidelines (PROWAG), as applicable.
- B. **Bicycle Lanes, Trails, and Routes**
1. *Bicycle Routes.* In accordance with adopted transportation system plans, planned bicycle routes must be designated on all site plans and plats, and must be posted on local streets that are used as bicycle routes upon completion of development.

2. *Bicycle Lanes.* Bicycle lanes are required on streets classified as collector or arterial, and may be provided on local streets if determined to be advisable. In accordance with adopted transportation systems plans, the type of bicycle lane is determined by the matrix of street classification, average daily trips (ADT), and speed limit shown in Table 26-5C-4.1.

Table 26-5C-4.1 Determination of Required Bicycle Lane Type			
Bicycle facility type	Street type	ADT	Speed limit
Bike lane	Local Collector	Up to 10,000	30 mph or less
Buffer-separated bicycle lane	Collector	Up to 12,000	40 mph or less
Barrier-separated bicycle lane	Collector Arterial	More than 12,000	Greater than 40 mph
Multi-use path	Collector Arterial	More than 12,000	Greater than 40 mph

3. *Trail Connectivity.* Extensions to existing public trails must be provided as part of the bicycle and sidewalk system or within common open space.
4. *Required Connectivity.* Bicycle lanes and routes must connect with existing or planned bicycle lanes or routes, trails, multi-use paths, and sidewalks.
5. *Design.* Multi-use paths or trails must follow the IDCS for the development of bicycle facilities

- C. **Pedestrian and Bicycle Easements.** See Sec. 26-5E-2, *Access Easements*.

Sec. 26-5C-5, Travel Easements

- A. **Purpose.** A travel easement is a public travel way that is not within a public right-of-way. A travel easement generally gives the public the right to travel across private property in a specific area by any mode. Other easements may give the public the right to travel across private property in a limited way, such as a pedestrian easement. These are different from a travel easement.
- B. **Where Allowed.** Travel easements are allowed only within the following:
1. The Planned Development (PD) Floating Zone when established with a final development plan and dedicated as part of a final plat. Refer to Sec. 26-2B-3, *Planned Development (PD) Floating Zone*.
 2. All non-residential districts and the Mixed-Use District.
 3. The High-density Residential (RH) District.
- C. **General Requirements.** Refer to Sec. 26-5E-3.

Sec. 26-5C-6, Street Names

- A. **Naming.** A street planned as a continuation of an existing street must use the same name. Names of new streets may not be so similar in sound and/or spelling to that of existing street names as to cause confusion or misunderstanding, irrespective of a suffix.

Street names may not incorporate directional names, such as "north", "west", "southeast", etc., although they may be used as prefixes.

- B. **Departmental Review.** Street names will be subject to the review of the Community Development, Public Works, and Fire Departments, and the Riley County Emergency Management Office to avoid duplicative, homophonous, or confusing names.
- C. **Suffixes.** Street suffixes will be used to indicate a uniform classification of street functions in the following manner:
 - 1. Travel easement: use "Place" or "Way".
 - 2. Cul-de-sac: use "Lane", "Circle", or "Court".
 - 3. Local street: use "Drive", "Road", "Terrace", or "Street".
 - 4. Collector and Arterial street: use "Avenue" or "Parkway".
 - 5. Major arterial street: use "Boulevard" or "Parkway".
- D. **Authorization to Rename.** Nothing in this Section prevents, limits, or restricts the applicable Governing Body from renaming any street, once the street has been dedicated to the public.

Sec. 26-5C-7, Alleys

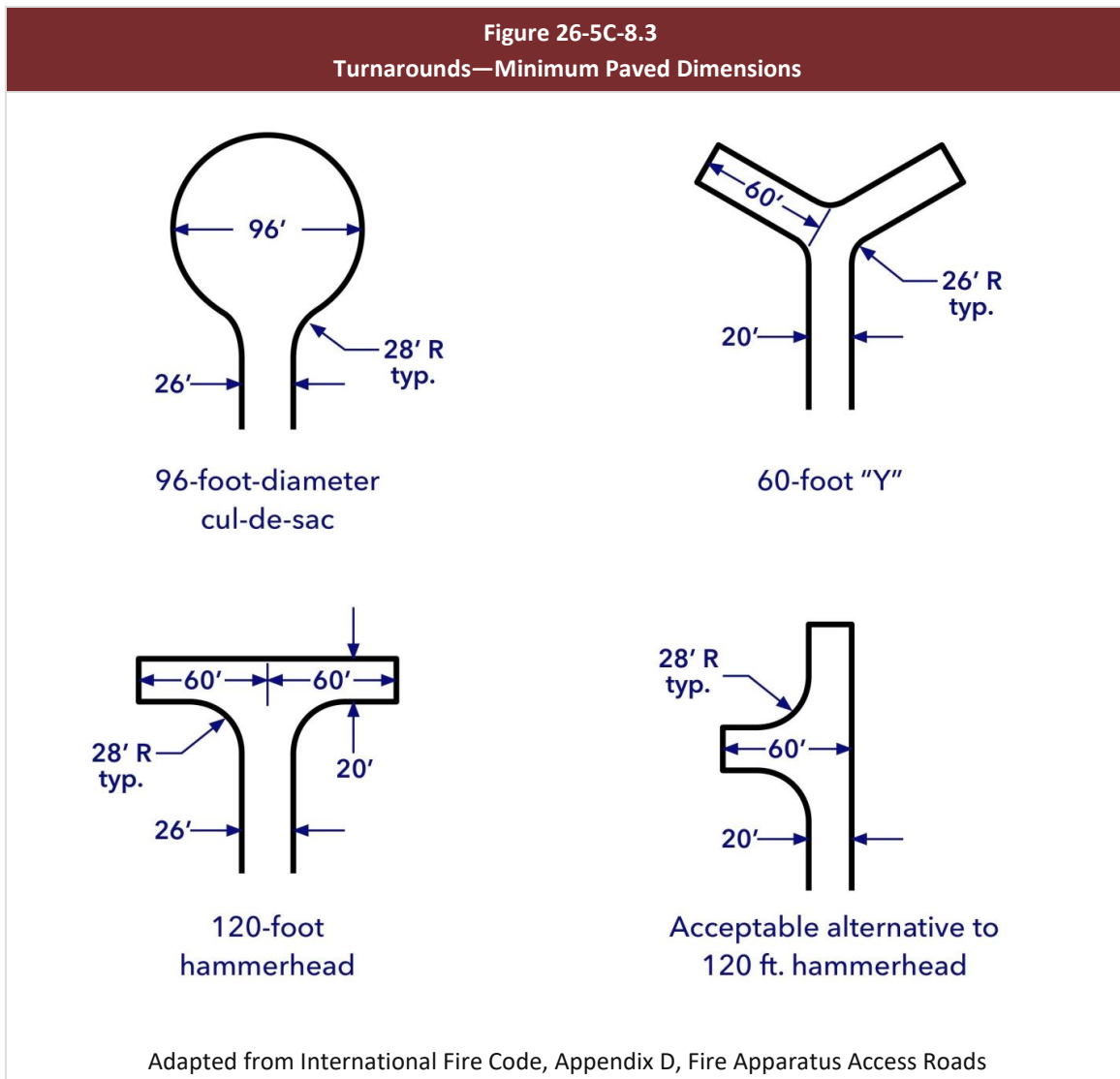
- A. **Purpose.** Alleys provide access for utilities, services, parking.
- B. **Design.** Alleys must be as straight as possible with no alley intersections, except as may be approved by the Planning Board. Alleys must be parallel or approximately parallel to the street on the frontage of the lots they serve.
- C. **Width**
 - 1. 20 feet in residential districts.
 - 2. 24 feet in non-residential, mixed-use, industrial, and institutional districts.
- D. **Surface.** The surface of alleys must be built in accordance with the City's IDCS.
- E. **Connectivity.** Alleys must connect to public streets on both ends, and must be dedicated as public rights-of-way. Dead-end alleys are prohibited.
- F. **Parking.** All alleys must be posted "No Parking."
- G. **Crossings.** Sidewalks and trails must continue across alleys at points of intersection.
- H. **Services.** Gas and electric meters must be readable from alleys, and not obstructed by fencing or landscaping.

Sec. 26-5C-8, Street Stubs

Dead-end streets are not generally allowed as permanent features of the transportation system. Street stubs may be approved by the Planning Board as follows:

- A. Street extensions will be required upon development of the adjacent undeveloped property.
- B. There are no building obstructions, topographic limitations, or environmental constraints to prevent the street extension.
- C. The dead-end street is no longer than 1,200 feet for single-family development and serves no more than 30 single-family lots, or is no longer than 800 feet for multiple-family, non-residential, and institutional developments.

- D. The temporary dead-end street will terminate in one of the turnarounds illustrated in Figure 26-5C-8.3, *Turnarounds—Minimum Paved Dimensions*. The turnaround must be a paved surface constructed to the standard of a public street.

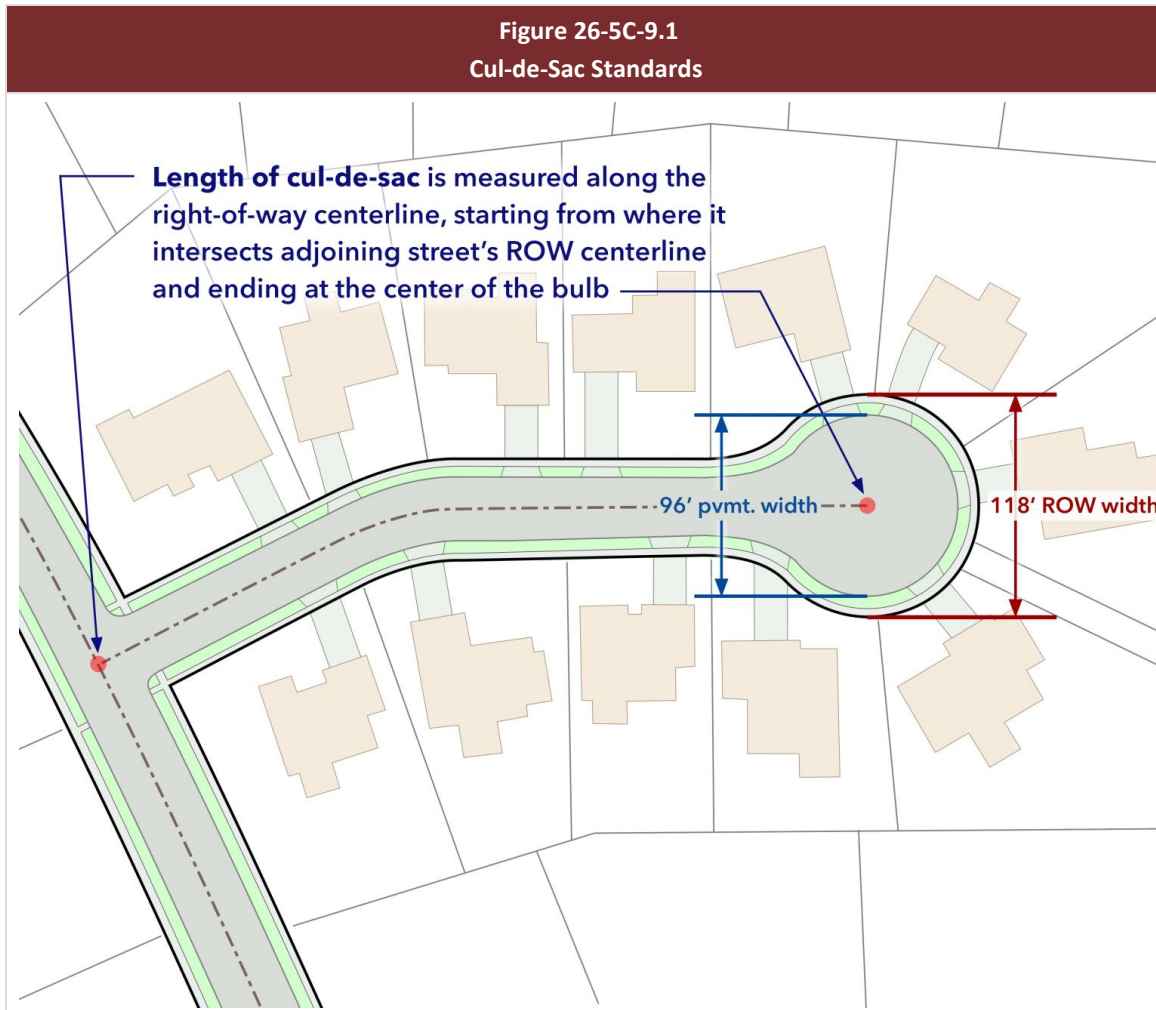


Sec. 26-5C-9, Cul-de-Sacs

Cul-de-sacs may be allowed where continuous street connections are not practical due to topographical constraints. Cul-de-sacs are allowed as follows:

- A. **Length** (see Figure 26-5C-9.1, *Cul-De-Sac Standards*)
1. **Measurement.** The maximum length limit for a cul-de-sac is 600 feet, measured from the centerline of the intersecting street, along the centerline of the cul-de-sac to the center of the turnaround.
 2. **Deviation.** The Planning Board may approve a deviation subject to Sec. 26-9C-4, *Subdivision—Deviation*, allowing a length greater than 600 feet, provided the street complies with the standards of 26-5B-2, *Subdivision Layout*.

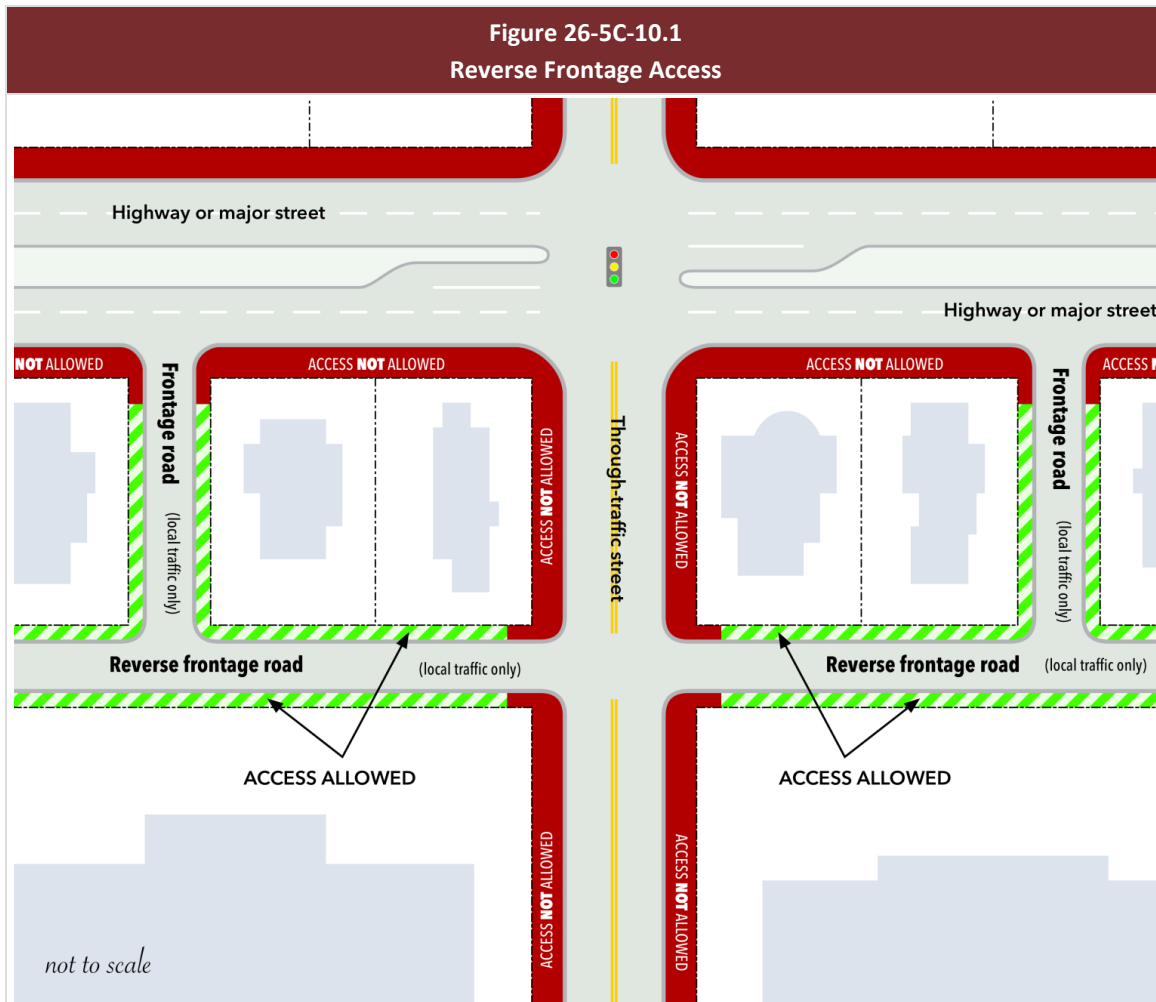
- B. **Radius of Bulb.** The minimum required radius is a paved diameter of 96 feet (back-of-curb to back-of-curb) with a right-of-way diameter of 118 feet (see Figure 26-5C-9.1, *Cul-De-Sac Standards*).
- C. **Street Standard.** The street leading up to the bulb will comply with the standards for a local street found in Sec. 26-5C-3, *Layout and Design*.
- D. **Driveway Access.** Driveways that connect to the cul-de-sac must be separated at the curb cut by at least 30 feet on both sides for mixed or multiple-family residential development and five feet on one side and 40 feet (distance along curve) on the other side for non-residential development.



Sec. 26-5C-10, Access Management

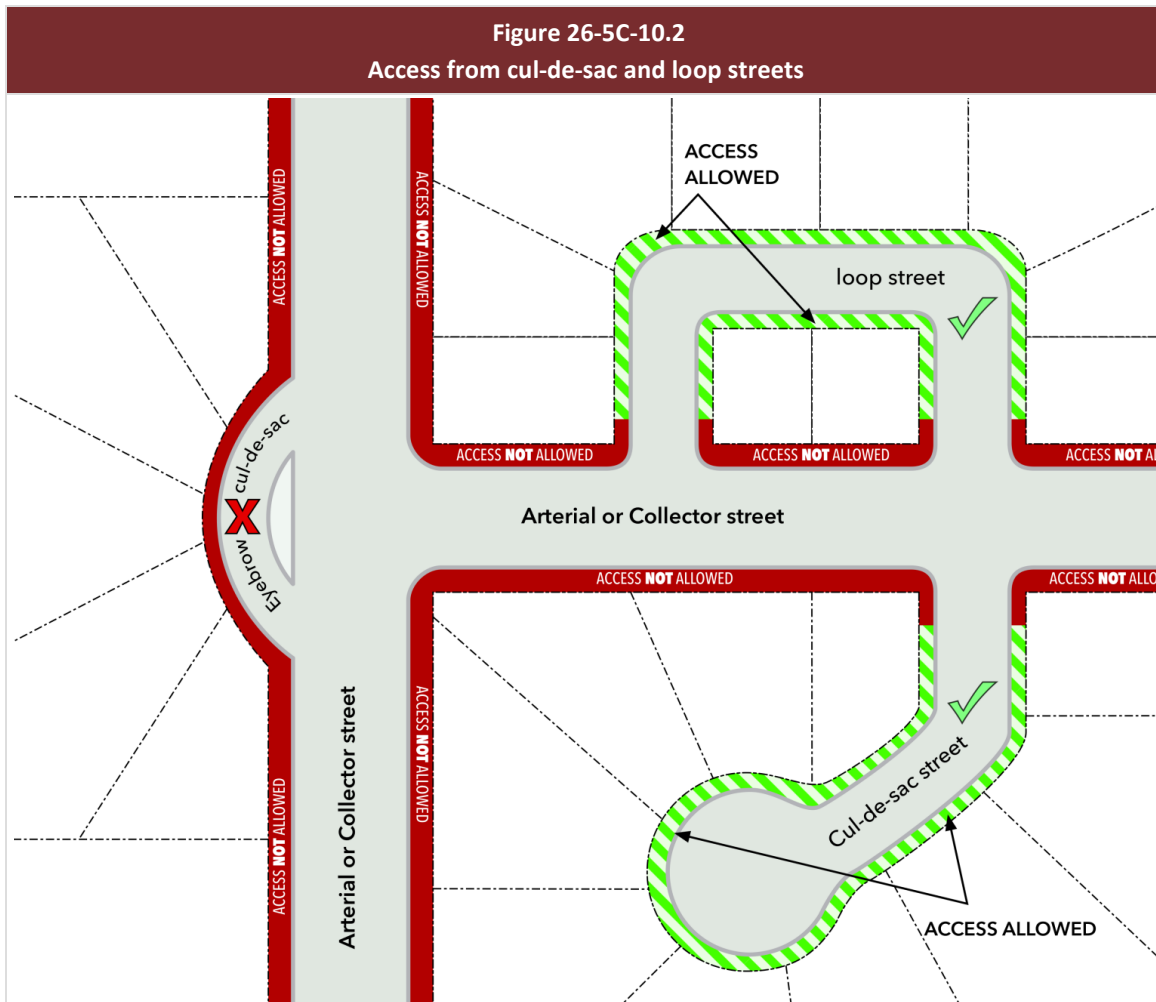
- A. **Purpose.** The purpose of this Section is to promote safe transportation facilities, improved mobility and access, and increased business and/or land value. The standards of this Section are used to manage access to collector and arterial streets.
- B. **Applicability**

1. *Required Compliance.* Properties with access connections that do not meet the requirements of this Section must be brought into compliance, to the maximum extent practicable, under any of the following conditions:
 - A. When the street is materially improved;
 - B. When land is platted;
 - C. When a new building or use will generate more than 50 vehicles per hour in the peak hour;
 - D. When a new or modified drive-through use is developed; or
 - E. When there is a change in use that generates an additional 50 vehicles per hour in the peak hour over existing levels, as determined by a method acceptable to the City Engineer, including estimation using the ITE *Trip Generation* manual (latest edition).
 2. *Business Commercial (BC) District.* There may be only one connection permitted per lot on an arterial street, which may not be greater than 24 feet in width for each 100 feet of street frontage.
 3. *Residential–Non-Residential Access.* No land located in a residential district may be used for a driveway connection to land in a non-residential district, except as provided in this Chapter.
- C. **Driveway Access.** Direct vehicular access to an arterial or collector street by a private driveway is prohibited unless no reasonable alternative is available. Driveways to abutting property will be confined to local streets. Corner lots abutting an intersection of an arterial and local street must take access from the local street, provided the access meets the corner clearance requirements set out in this Section.
- D. **Access Design**
1. *Non-Residential.* Where a proposed non-residential subdivision abuts or contains an existing or proposed arterial or collector street, the Planning Board may require a street system layout to separate through traffic from local traffic. This may be accomplished through reverse frontage lots with vehicular access available along frontage roads and reverse frontage roads (see Fig. 26-5C-10.1, *Reverse Frontage Access*).



D.

2. Residential. Where a residential subdivision abuts or contains an existing or proposed arterial or collector street, vehicular access to the higher-order street will be limited by one of the following means:
 - A. The use of alleys;
 - B. Double-frontage lots that take vehicular access from a parallel or roughly parallel local street; or
 - C. A series of cul-de-sacs or loop streets. Eyebrow cul-de-sacs are prohibited (see Fig. 26-5C-10.2, Access from cul-de-sac and loop streets) but "corner knuckles" on local streets are allowed. See also Subsec. 26-5E-2B regarding pedestrian and bicycle access.

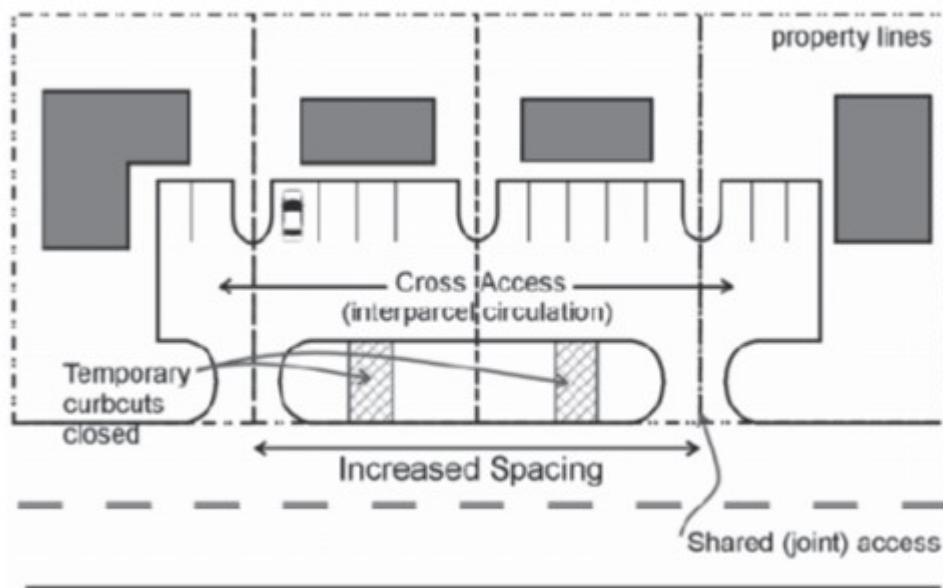


- E. **Joint Access and Cross Access.** Non-residential parcels that front on arterial or collector streets must, to the extent practicable, provide cross-access for vehicles, pedestrians, and bicycles (See [Figure 26-5C-10.3, Joint and Cross Access](#)).
1. *Generally.* Where connections to abutting parcels are possible, but not currently provided, the parcel proposed for development must include a stub-out of driving aisles and sidewalks at a location that allows for two-way vehicular and pedestrian connection on the abutting parcel in the future without unreasonably constraining development of both parcels. The applicant must record a cross-access easement in a form acceptable to the City or County Attorney to allow for future connection of the stub-outs to a comparable land use on the abutting parcel. In addition:
 - A. Space access points according to the access spacing and corner clearance standards of this Section.
 - B. Design access so that vehicles do not back into street rights-of-way.
 - C. The Planning Board may grant temporary access (or a continuation of current access) to parcels that cannot comply with these requirements because reasonable access is unavailable through cross-access easements or consolidation of abutting lots.

2. *Legal Instrument Required*

- A. Access that is shared by adjacent properties, whether under single or separate ownership, must be preserved using an appropriate legal instrument acceptable approved by the responsible City or County Attorney, such as an access agreement, and recorded in the office of the Register of Deeds of the responsible county at the applicant's expense. The obligation to provide and maintain the cross-access runs with the land. The recorded book and page number of the legal instrument must be referenced on any subsequent approved building permit or subdivision plats of the property.
 - B. If there is an existing shared access for which there is no recorded legal documentation, the shared access must continue and appropriate legal documentation must be executed and recorded prior to approval of any building permit or subdivision plat, in a form acceptable to the City or County Attorney.
3. *Terms.* The Planning Board may require that common and cross-access easements include one or more of the following:
- A. Sufficient width to accommodate a two-way access between properties, designed to accommodate automobiles and service and loading vehicles;
 - B. Stub-outs and other design features to allow abutting properties to be tied in to provide future cross access; or
 - C. Linkage to other cross-access drives in the area.

Figure 26-5C-10.3
Joint and Cross Access



Source:

Manhattan Area Transportation Strategy (MATS)

- F. **Access Spacing.** Access connections include streets, alleys, driveways, and frontage roads. Access connections must be spaced as set out in this Section.

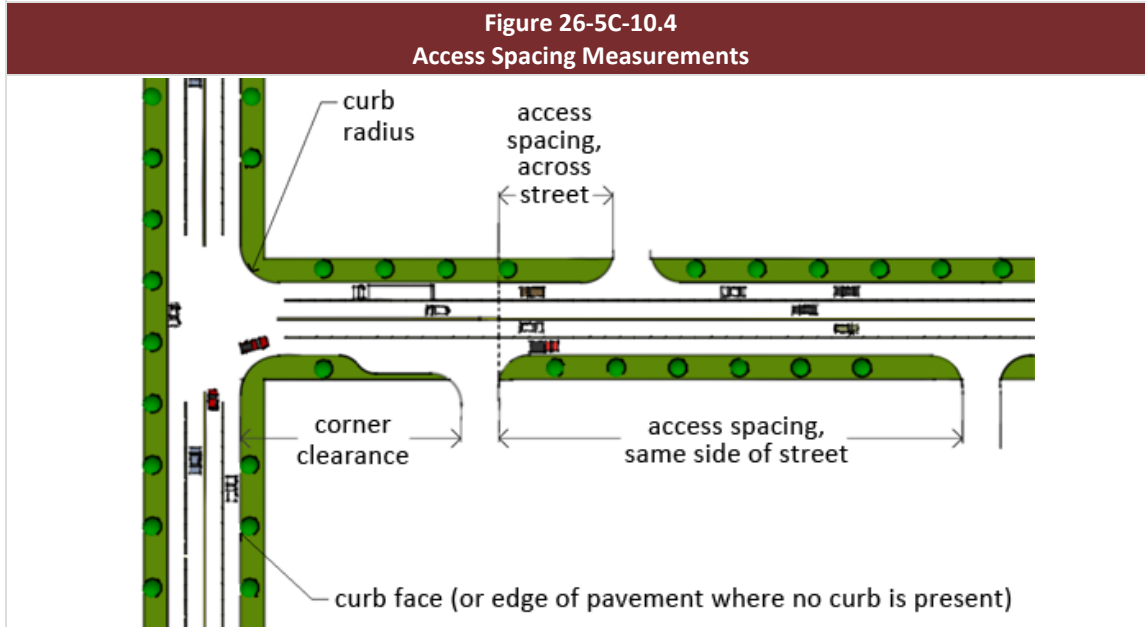
1. *Access Spacing on the Same Side of a Street.* The minimum connection spacing for access points on the same side of the street is set out in Table 26-5C-10.1, *Access Spacing*. The spacing requirements are not intended to constrain infill or small site developments or redevelopments, which may warrant a reduction of the requirements based on site and street constraints and an engineering analysis demonstrating a functional and safe connection.
2. *Access Spacing on Opposite Sides of a Street.* To prevent conflicting left-turn movements, the center lines of access connections on opposite sides of a street must either align or must be offset by a minimum distance of 150 feet. This provision will not apply where a permanent median exists without break for these access connections. (See Figure 26-5C-10.4, *Access Spacing Measurements*)

Table 26-5C-10.1 Access Spacing, Same Side of the Street			
Street Classification	Posted Speed (mph)	Access Spacing	
		Approach	Departure
Arterial	40 mph or greater	660'	440'
Arterial & Collector	40 mph or less	330'	200'
Local ¹	30 mph or less	150'	125'

Table Notes:

1. This spacing requirement does not apply to driveways for single-family detached and single-family attached residential types. The driveway spacing for these uses will be approved by the City Engineer.

Source: Transportation Research Board (TRB) Access Management Manual



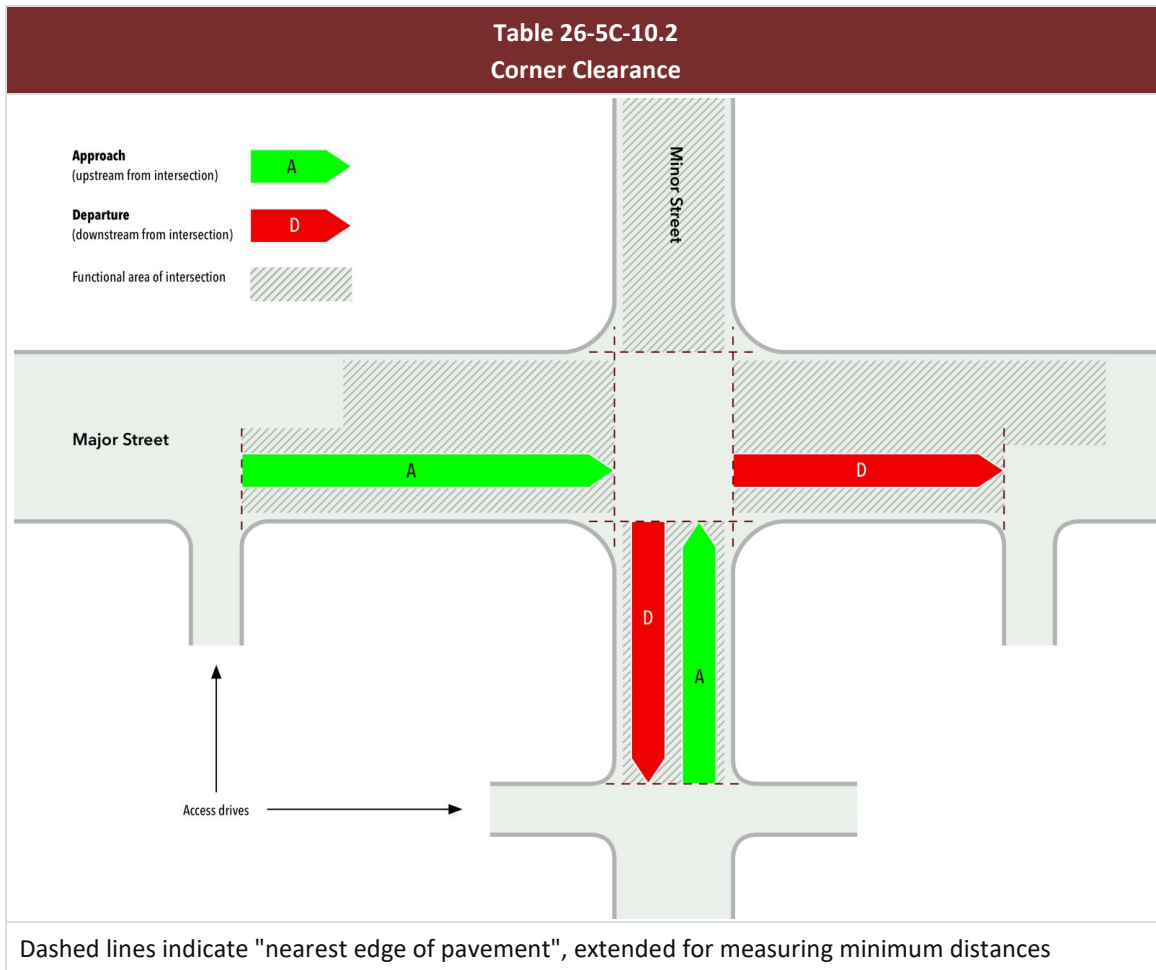
3. *Alternatives.* Where no other alternatives exist, construction of an access connection may be allowed in a location farthest from an intersection and the next nearest access connection. To provide safe, adequate access in this circumstance, the City Engineer may require a right-in/right-out only access connection, if feasible. In such case, the applicant must demonstrate conformance with the Joint Access and Cross Access provisions of this Section.

4. *Increased Spacing Requirements.* The City Engineer may require access spacing that exceeds the minimum required in [Table 26-5C-10.1, Access Spacing, Same Side of the Street](#), in circumstances warranted by the volume of truck traffic or other operating characteristics of the site. Reducing the minimum spacing requirements requires a recommendation of the City Engineer and approval by the Planning Board.
5. *Corner Clearance.* The minimum distance between the nearest edge of pavement of an access connection and the nearest edge of pavement of local, collector, or arterial streets, is required as provided in [Table 26-5C-10.2, Corner Clearance](#). In certain circumstances, such as intersection approaches with left- or right-turn bays greater than 100 feet in length, the City Engineer may require additional clearance lengths.

Table 26-5C-10.2
Corner Clearance

	Major Street		Minor Street
	<i>arterial</i>	<i>collector</i>	<i>local or similar</i>
Approach (upstream)	440	330	150
Departure (downstream)	300	280	150

Figure 26-5C-10.5
Corner Clearance Spacing



Sec. 26-5C-11, Intersection Sight Distance

- A. **Purpose.** To ensure that drivers approaching or departing from an intersection have an unobstructed view of the intersection, traffic control devices, and sufficient lengths along intersecting streets to permit the driver to anticipate and avoid potential collisions, the City Engineer will determine required sight distances. Determinations are project specific. Sight distance requirements affect street right-of-way platting requirements.
- B. **Applicability.** Sight distance requirements will be determined when land is subdivided or when an intersection is reconstructed, restriped, or repaired.
- C. **Determination.** In all districts, the City Engineer will refer to the current edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway Transportation Officials (AASHTO) to determine project-specific engineering sight distance requirements. The determination will factor in the horizontal and vertical geometry of streets at intersections. See also paragraph 26-5C-3D-1, *Intersection Angles*.
- D. **Distinction from Clear-Vision Triangle.** See Sec. 26-7A-5.

Division 26-5D. Standards for Public Improvements

Sec. 26-5D-1 Transportation System Improvements

- A. **Generally.** The applicant will provide improvements necessary to adequately handle traffic from the subdivision. All improvements must be designed in accordance with the appropriate infrastructure design and construction standards and Division 26-5C, *Transportation System Standards*.
- B. **Traffic Impact Study Required.** All new subdivisions and redevelopment must submit a transportation impact study that conforms to the adopted transportation system plan, and any other applicable IDCS, unless such submittal is waived by the responsible City or County Engineer.

Sec. 26-5D-2, Drainage Improvements

- A. **Generally.** The applicant will provide improvements necessary to adequately handle stormwater from the development in the form of storm or flood water runoff channels, basins, and/or drainage systems. All improvements must be designed in accordance with the appropriate infrastructure design and construction standards. The goal of improvements is to minimize the volume of runoff generated through protection of open space, reducing paved/impermeable areas, and minimizing disturbances to the existing soils. Drainage designs will be based on a watershed approach, which may include offsite runoff contributions. Where applicable, site and subdivision designs must consider stormwater runoff flowing to/from adjoining properties.
- B. **Drainage Impact Study Required**
 - 1. All new subdivisions and redevelopment located within the City limits, or in areas to be annexed by the City, must submit a drainage impact study (DIS) that conforms to the standards cited in Subsec. 26-5A-4B, *Infrastructure Design and Construction Standards*, unless such submittal is waived by the responsible City or County Engineer.
 - 2. For all new subdivisions and redevelopment proposed within the Urban Service Area or Rural–Urban Fringe of the Manhattan Urban Area, the applicant must submit a drainage impact study that conforms to the Riley County storm drainage standards, unless such submittal is waived by the County Engineer. The storm drainage plan must contain such information as may be required by the County Engineer, and will be reviewed and approved by the County Engineer.
- C. **Stormwater Management, Construction, and Material Specifications.** All designs will be completed in accordance with the City's standards cited in Subsec. 26-5A-4B, *Infrastructure Design and Construction Standards* (IDCS).
- D. **Drainage Design and Studies for Development Areas.** The applicant will reasonably consider the impacts of adjoining drainage patterns, will make use of existing drainage studies, and will utilize a watershed approach when developing preliminary drainage designs. The areas that contribute to the proposed stormwater system will be based on the proposed and existing topographic conditions of the site/region, where applicable. Drainage designs may require analyzing areas that lie outside of the boundary of the property being developed. Adequate designs will address upstream contributions,

downstream impacts, and will manage stormwater discharges from the development area in accordance with the City's IDCS.

- E. **Design Objectives.** Site layout and design considerations should incorporate the following concepts and be planned such that they:
 1. Manage stormwater runoff to meet the locally adopted technical requirements.
 2. Provide lot layouts that support a high percentage of permeable areas.
 3. Protect (or improve) existing soil conditions.
 4. Retain natural areas, emphasize permeable landscapes, and minimize the amount of impermeable areas.
 5. Maximize connected green spaces and disconnect paved areas.
 6. Provide buffers along riparian and drainage areas.
 7. Utilize multiple design elements to provide a series of permeable features ("treatment train") upstream from the point of discharge from the site in accordance with the City's IDCS.
- F. **On-site Connectivity.** The developer will design for drainageways across yards as necessary and in accordance with the IDCS, with consideration of low-elevation openings and overflow areas when designing connects to the public system. The applicant will also establish drainage easements when needed.
- G. **Off-site Connectivity.** The applicant will reasonably consider the impacts of adjoining drainage patterns and provide a reasonable level of connectivity between neighboring properties.
 1. Where a public storm sewer is accessible, the applicant will install storm sewer facilities connecting to such systems.
 2. All public storm sewer systems will be extended to the subdivision or development property limits, where feasible.

Sec. 26-5D-3, Water and Sewer Facilities

A. System Improvements

1. *Development in the City.* All subdivisions located either within the City limits, or in areas to be annexed by the City, must have water and sanitary sewer systems designed to the standards of the City Engineering and Fire Departments.
2. *Development in the Manhattan Urban Service Area.* All subdivisions not on City services must design the water and sanitary sewer systems to comply with City engineering standards and must also be designed to be compatible with City systems when such systems are extended to these subdivisions. Installation of such improvements will be inspected and approved by the City Public Works Department.
3. *Development in the Rural-Urban Fringe of Manhattan Urban Area.* All subdivisions must design their water and sanitary sewer systems in accordance with County Engineering and Health Department standards.

B. Utility Impact Study

1. *Water.* Applicants for approval of new development, or changes to existing development, that the City or County Engineer finds are likely to involve additional water demand, must provide a technical capacity study by a professional engineer,

licensed in the State of Kansas, to certify to the City or County Engineer that adequate capacity is available to serve the proposed development. The study will be prepared in accord with the IDCS (See Subsec. 26-5A-4B, *Infrastructure Design and Construction Standards*).

2. **Sanitary Sewer.** Applicants for approval of new development, or changes to existing development, that the City or County Engineer finds are likely to involve additional sanitary sewer demand, must provide a technical capacity study by a professional engineer, licensed in the State of Kansas, to certify to the City or County Engineer that adequate capacity is available to serve the proposed development. The study will be prepared in accord with the IDCS (See Subsec. 26-5A-4B, *Infrastructure Design and Construction Standards*).
- C. **System Design, Construction, and Material Specifications.** Within the City limits, all water and sewer systems must conform to the specifications and standards set out in the City's IDCS (See Subsec. 26-5A-4B, *Infrastructure Design and Construction Standards*).
- D. **Water Supply and Fire Connection**
1. **Generally.** Water supply for new development must be sufficient to provide for the development's potable water demand, irrigation needs, and fire protection needs. Water must be supplied using fire-rated lines that are acceptable to the City's Fire Department, and installed to City's specifications, or acceptable to Riley County Fire District No. 1, as applicable.
 2. **Fire Hydrants.** Fire hydrants must be provided to the specifications of the current Fire Code(s) and spaced according to the requirement of the Fire Marshal, or as set out in the City's IDCS.
- E. **Sanitary Sewer**
1. **Generally.** Sanitary sewer service for new development must be sufficient to provide for the development's demand for the service. Sanitary sewer lines must be installed to the applicable specifications of the City or County.
 2. **Serviceability.** To the fullest extent feasible, the system design should rely of gravity flow for conveyance without use of pumping systems. Determination of minimum lowest finished floor elevations of future buildings within a planned development should be established to minimize need of private grinder pumps.

Division 26-5E. Easement Standards

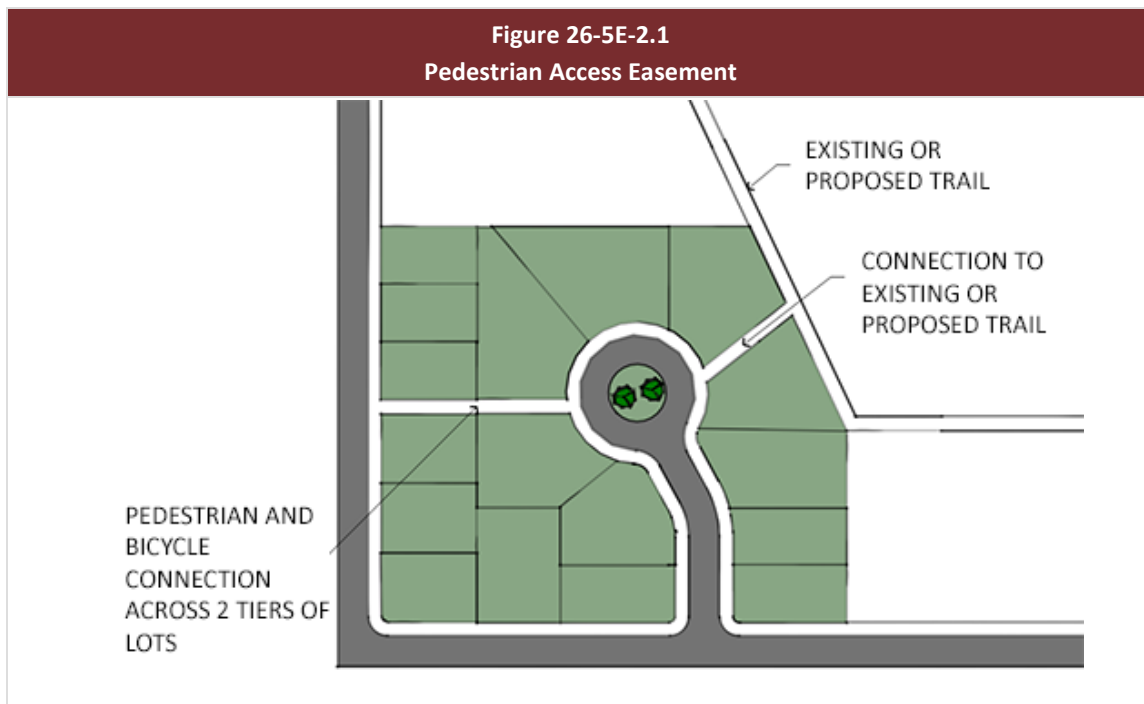
Sec. 26-5E-1, General Easement Requirements

- A. **Purpose.** During development approval, the applicable City or County Engineering Department may require the dedication of easements on private property or lots. These easements may be for any of the following or other approved purposes: avigation; companion easements for sidewalks, trees, utilities, street lights, street signs, etc.; conservation; drainage; Fire Department access; pedestrian and bicycle access; motor vehicle access; and utilities. Easements must be provided for all public utilities.
- B. **Encroachments and Removal of Encroachments.** No permanent encroachment or structure may be located within any easement required by this Section. The City, County, or utility benefiting from the easement may remove any encroachment, structure, fence, landscaping, or other improvements placed upon or under the ground within such easements. The City, County, or utility are not obligated to restore or replace any such encroachment but must restore any disturbed ground surfaces with seeding. The City or County may assess the cost of removing an unauthorized improvement from an easement against the landowner, including the placing of a lien on the property.
- C. **Maintenance.** The owner of the property containing easements is responsible for the regular maintenance of the ground surface within the easements.
- D. **Notation on plat.** All easements will be drawn and annotated as necessary on the face of preliminary and final plats.

Sec. 26-5E-2, Access Easements

- A. **Fire Department Access Easement.** The Planning Board, upon recommendation of the responsible City or County Fire Department, may require an easement for access by firefighting apparatus in the following circumstances:
 - 1. Where adjacent to an urban–wildland interface area and a public street connection is not stubbed, a Fire Department access easement will be provided;
 - 2. Where there is a cul-de-sac greater than 600 feet in length; or
 - 3. Where a subdivision exists with only one point of access.
- B. **Pedestrian Access Easement**
 - 1. *Cul-de-Sacs.* On residential cul-de-sacs, paved pedestrian and bicycle access within a minimum 16-foot easement width must be provided from the cul-de-sac end to existing and proposed sidewalks, trails, bicycle lanes, routes, or parks that are located, or planned to be located, within two tiers of lots from the cul-de-sac. The pedestrian and bicycle improvements must be constructed to the applicable design specifications (see Figure 26-5E-2, *Pedestrian Access Easement*).
 - 2. *Cul-de-Sac Sidewalk Connection Widths.* Within the pedestrian access easement a sidewalk must be installed at a width equal to or greater than the minimum width of the sidewalk in the right-of-way that it is connecting to regardless of whether or not the sidewalk exists or meets its width requirement based on street classification at the time of connection installation. In any case, the connecting sidewalk need only

- be a minimum of eight feet wide if it is connecting to an existing, proposed, or planned trail/multi-use sidewalk that is eight feet or wider.
3. *Cul-de-Sac Sidewalk Connection Location.* Sidewalks must generally be located within the center of the provided easement, with no less than two feet between the edge of the sidewalk and the edge of the easement.
 4. *Mid-Block Connections.* Where a residential subdivision abuts an arterial or collector street, pedestrian access must be provided from the local street to the arterial or collector street every 600 feet on average, or portion thereof. For distances up to 100 feet, the minimum easement width will be 10 feet. For distances over 100 feet, the minimum easement width will be 16 feet. Within the pedestrian access easement a sidewalk must be installed according to the same requirements under Paragraph 26-5E-2B-2, above. Where deemed appropriate, non-residential (commercial and industrial) subdivisions must provide pedestrian access to arterial and collector streets. The pedestrian and bicycle improvements must be constructed to the applicable design specifications.
 5. *Deviation.* Where topography or other considerations make the provision of the pedestrian access easement impractical or undesirable, the Planning Board may grant a deviation as per Sec. 26-9C-4, *Subdivision—Deviation*.



Sec. 26-5E-3. Travel Easements

- A. **Limitations.** See Sec. 26-5C-5, *Travel Easements*, for a description of travel easements and limitations on their use.
- B. **Ownership.** Ownership, repair, and maintenance of improvements accrues to owners of the land under the travel easement.
- C. **General Requirements**

1. The roadway within the travel easement must conform to the most recent edition of the Manual on Uniform Traffic Control Devices, the City's IDCS, and be approved by the City Engineer.
2. Travel easements may only be used for internal access to properties within a subdivision and are not be allowed to provide access between subdivisions, unless otherwise approved by the Planning Board. If a travel easement is to be used to gain access to adjacent subdivisions, it must be laid out, designed, and constructed in the same manner as a public street.
3. Travel easements may not be gated.
4. Alignments of travel easements must not disrupt the future street or roadway plans of the City or County.
5. Travel easements must not interfere with the continuity or connectivity of the street network within the City nor unreasonably impact an abutting public street or road by limiting alternate travel routes.
6. Building and accessory use setbacks may be measured from the edge of travel easements for developments within a PD Floating Zone. Building and accessory use setbacks will be measured in the standard manner for land not within a PD Floating Zone.

D. Required Covenants, Easements, and Plat Notations

1. All subdivision plats, all deeds, and all covenants, conditions, and restrictions, or any similar documents, must indicate that neither the City nor County will maintain the travel easement.
2. A restrictive covenant on all private property within the development associated with the travel easement must be established in a form approved by the responsible Governing Body and will be filed with the applicable County Register of Deeds. The covenant will describe the requirements for the construction of the travel easement, the ongoing maintenance of the improvements, and enable the appropriate Governing Body to make such repairs, or to conduct such maintenance, that the property owners failed to provide, and to assess the costs to the property owners. This restrictive covenant will be enforceable by the appropriate Governing Body, and may not be amended without consent of the City or County, as applicable.
3. Provide annotations on the faces of the preliminary and final plats that provide notice that the travel easements are subject to covenants, conditions, and restrictions (CCRs), or similar documents, for maintenance, and they release the City and/or County from all liability for wear and damage that may be caused to the improvements within the travel easements by reasonable use for public purposes.

Sec. 26-5E-4, Conservation Easements

- A. Conservation easements are allowed for the common open spaces within a development to protect and preserve existing site features, whether natural or man-made. Existing site features can include critical habitats for wildlife; rare and unusual plants; wetlands, stream buffers, and floodplains; drainage courses; large or valuable trees; greenways or linear linkages within or across development; or similar irreplaceable assets. The dedication of a conservation easement does not necessarily have to relate to local, state,

or federal conservation listings or designated conservation sites. Conservation easements may allow public access for purposes of recreation.

- B. The dedication of conservation easements on final plats will provide the following:
 1. A separate maintenance agreement, approved by the City of Manhattan, will be filed with the easement to define how the easement will be maintained, including the control of invasive or non-native species, as applicable.
 2. The maintenance agreement will be noted on the face of the final plat.

Sec. 26-5E-5, Utility Easements

- A. **Easement Width.** Where necessary, utility easements will be provided across lots or centered on lot lines. The minimum required width is 16 feet, or eight feet on either side of a lot line. These are not the same as the companion easements that run parallel to rights-of-way (see Sec. 26-5E-8). Easement widths must be appropriately sized to meet engineering design standards as described in City's IDCS (see Subsec. 26-5A-4B).
- B. **Underground Installation.** All poles, wires, pipes, conduit, and structures to supply electricity, communication services, gas, water, sanitary sewer, storm sewer, and similar or associated services, for all sites and subdivisions within the Manhattan Urban Service Area, must be installed underground, within designated utility easements, by the applicant or utility company, except:
 1. Poles used exclusively for street or area lighting or traffic control signals.
 2. Radio, television, and wireless communication towers and antennas.
 3. Existing poles, overhead wires, and associated overhead structures, when part of a continuous line, or services to individual properties from existing overhead lines that are within a subdivision previously approved; provided, nothing in this Section will prevent the replacement of existing poles, overhead wires, and associated overhead structures or lines when necessary for the purpose of maintaining the line or upgrading the capacity.
 4. Existing poles, overhead wires, and associated overhead structures, when part of a continuous line, or services to individual properties from such existing overhead lines that serve properties adjacent to, but not within, areas being subdivided.
 5. Electric distribution or transmission lines with capacities of 3,000 KVA or more.
 6. Service terminals, transformers, regulators, or meters on above-ground facilities normally used with and as a part of an underground distribution system.
 7. Structures on corner lots, in streets and alleys, and on adjacent easements in cases where electrical and communication wires cross a street or other area where overhead wires are not prohibited, may be connected to overhead wires, and are excepted from the provisions of this Chapter.
 8. Any communication line, which would otherwise be required by this Section to be underground, that uses an overhead pole or structure exempted by this Section.
 9. Underground installation of wiring or electrical power, telephone, and cable television are not required in floodplains, drainage easements, major drainage ways, or other areas where frequently there is standing water.
- C. **Utility Boxes and Pedestals.** Utility boxes, pedestals, and other utility facilities and equipment must be located outside of other easements, and be located so as not to

obstruct surface drainage, or vehicular, pedestrian, or bicyclist visibility or movements at intersections (See Sec. 26-5C-10, *Intersection Sight Distance*, and Sec. 26-7A-5, *Sight Visibility Triangle*).

- D. **Upgrades.** Where above-ground utilities must be upgraded to serve development, redevelopment, or substantially improved development, they must be relocated underground along the boundaries of the development.
- E. **Flood Damage Prevention.** Public utilities and facilities such as sewer, gas, electrical, and water systems must be located and constructed to minimize potential damage to the utilities and facilities, and to other buildings and structures that may be affected by their failure, in the event of a flood.
- F. **Arrangements.** The applicant must make the necessary arrangements for the installation of underground facilities, including circuits for streetlights that may be required. Such arrangements must be made with each of the companies or persons supplying utility service in accordance with the established charges of such company or person. Letters from each of such companies or persons, indicating that the arrangements have been made, must be submitted to the applicable City or County Planning Department at the time application is made for a final plat.
- G. **Temporary Allowance.** In cases where temporary utility service is reasonably required for emergencies, building construction purposes, or other temporary purposes, the responsible City or County Department may grant temporary relief from underground installation requirements to erect, construct, install, or maintain poles, wires, and other overhead structures for a period not to exceed 120 calendar days. If necessary, and after receiving a written explanation and request, the responsible City or County Public Works Department may extend the time for an additional temporary period necessary to allow completion of such construction.
- H. **Waiver.** See Sec. 26-9C-5, *Subdivision—Waiver*.

Sec. 26-5E-6. Drainage Easements

Where necessary, provide storm drainage easements for infrastructure as determined for development in accordance with Sec. 26-5D-2, *Drainage Improvements*, when the infrastructure is located outside of public right-of-way. Such facilities must also provide for access connections to street rights-of way or travel easements for maintenance purposes.

- A. Underground conveyance systems must be located in a utility easement in accordance with Sec. 26-5E-5, *Utility*.
- B. Surface conveyance systems must be located in a drainage, conservation, or flowage easement according to the IDCS depending on the applicability and with coordination and concurrence by the City Engineer. Surface conveyance systems include natural drainage channels, improved drainage channels, engineered swales, and types of low-impact development best management practices. Reference the IDCS for geometric requirements for easements associated with surface conveyance systems.
- C. Detention Facilities. Typically, underground facilities will be located in drainage easements and above-ground facilities will be located in conservation easements.
- D. Combination Conveyance Systems. Systems that have both an underground storm water system and a surface conveyance will be designated in drainage easements or

conservation easements in accordance with the IDCS depending on the applicability and with coordination and concurrence by the City Engineer.

Sec. 26-5E-7, Avigation Easements

Land located within the vicinity of established flight paths and noise impact areas of public-owned or controlled airports, as determined by the Planning Board, are required to grant a permanent avigation easement to the public as may be necessary to allow aircraft to operate within the "Navigable Airspace" as defined by the Federal Aviation Act of 1958, as amended. Consistent with FAA Regulations, the Planning Board may disapprove a plat or portion thereof, which could create a hazardous situation for air traffic and the general public resulting from development and construction of a project (See Sec. [26-3B-1, Airport Overlay \(O-A\) District](#)).

Sec. 26-5E-8. Companion Easements

A companion easement is a general designation for utility and other service easements that are placed along both sides of street rights-of-way at widths determined by the affected utilities or services. Specific criteria for the application of companion easements include:

- A. *Applicability.* The use of companion easements must be determined at the platting stage, either in the preliminary plat or in a replat for residential subdivisions.
- B. *Location.* Companion easements are parallel to the right-of-way with uniform widths, unless specified differently by the responsible City or County Engineer.
- C. *Use.* Companion easements can be used for the placement of sidewalks or trails, trees, utilities, street lights, or street signs. Companion easements specified for trees cannot allow utilities as well, and vice-versa.

Division 26-5F. Other Standards

Sec. 26-5F-1, Development Phasing

- A. **Generally.** A parcel proposed for development may be developed in phases, with each phase separately platted. In such cases, the applicant must submit a phasing plan with the first application for preliminary plat approval. The phasing plan must demonstrate compliance with this Article by showing:
 - 1. The general arrangements of streets, blocks, and utilities, and how they will connect to the streets shown on the first application for preliminary plat approval.
 - 2. The general location of drainage facilities.
 - 3. The general location of protected natural resources and open spaces and how they will fulfill the minimum open space requirements.
 - 4. The general location of proposed uses and housing types and how they will comply with the minimum/maximum density requirements.
- B. **Consistency with Phasing Plan.** In considering each subsequent phase shown on the phasing plan, the Planning Board may impose conditions that are necessary to assure the orderly development of the platted land. Such conditions may include temporary alley and street extensions, temporary cul-de-sacs, and off-site utility extensions. In addition, the design and construction of public utilities, including stormwater infrastructure, may be required to meet future drainage conditions, as shown on the phasing plan.

Sec. 26-5F-2, Standards for Benchmarks, Monuments, and Markers

- A. **Benchmarks**
 - 1. *NGS Datum.* All elevations shown on plats must be based on National Geodetic Survey (NGS) datum, per the City's Electronic Spatial and Positional Data Standards;
 - 2. *Plat Notation.* The permanent benchmark location and description that is used to extend datum to the project must be noted on the preliminary plat and final plat.
- B. **Monuments.** All subdivision of land must be monumented prior to recording a plat in accordance with state statute.
 - 1. *Subdivision units.* Monuments at the controlling corners of each unit of a subdivision must consist of a bar at least 0.5 inch in diameter and three feet long, and encased in concrete that is at least one foot deep and six inches in diameter. The bar must protrude above the concrete. Variations from the three-foot length may be allowed by the Zoning Administrator based on subsurface conditions.
 - 2. *Lots corners and curves.* All lot corners and control points for horizontal curves within the subdivision must be marked with a bar at least 0.5 inch in diameter and at least two feet long.
 - 3. *Identifications.* Until a lot is developed and a certificate of occupancy is issued, identification plaques indicating lot numbers must be placed at each lot corner along the front of the lot on posts no less than four feet above ground.
- C. **U.S. Government Corners.** Whenever a survey originates, or ties to a corner or accessory from a United States public land survey corner or any related accessory, the land

surveyor will file, as per Kansas Statutory requirements, a copy of the references report to the corner or accessory with the Department of Archives, Kansas State Historical Society, the applicable County Surveyor or County Agency charged with the preservation information, and the City Engineer. Such reference report must be filed within 30 days of the date the references are made.

1. *Required Restoration.* Any altered, removed, damaged, or destroyed corner must be restored.
 2. *Restoration Report.* Whenever such a corner or any related accessory is restored, re-established, or replaced due to construction activities, a restoration report must be filed with the Department of Archives, Kansas State Historical Society, as specified in the Kansas Statutes.
- D. **Existing Markers.** At any time during construction of a subdivision, if a stone marker should be found, a Kansas licensed professional surveyor will place an iron disc, metal monument, or magnet placed in proximity to the stone to facilitate the relocation.
- E. **Electronic Drawings and Designs.** Per the City's electronic spatial and positional data standards, all final plats must be delivered in an electronic format that is acceptable to the Public Works Department.

Sec. 26-5F-3, Plat Notes

- A. **Designation of Development Type.** For subdivisions that are not “standard” (see Sec. 26-2C-2 or Sec. 26-5B-2), the type must be noted below the name of the subdivision with one of the following phrases, as appropriate:
1. “A cluster subdivision”.
 2. “A master-planned development”.
 3. “A village subdivision”.
- B. **Fort Riley Noise Disclosure Boundary.** The following notice must be provided on the face of all preliminary and final plats of property located within the Fort Riley Noise Disclosure Boundary, when identified as such in the deed to the affected property.

Notice of Potential Noise and Other Impacts Due to Military Training.

The lots within this subdivision are situated in an area that may be subjected to conditions resulting from military training at Fort Riley. Such conditions may include the firing of small and large caliber weapons, the over flight of both fixed-wing and rotary-wing aircraft, the movement of vehicles, the use of generators and other accepted and customary military training activities. These activities ordinarily and necessarily produce, noise, dust, smoke and other conditions that may not be compatible with the permitted land uses intended to be located in this subdivision according to established federal guidelines, state guidelines or both. Therefore, this Subdivision is subject to the “Notice of Potential Noise Impacts from Fort Riley, Kansas Military Installation and Recommended Noise Attenuation Building Methods” recorded on (insert date) in Book ____ Page ____.

- C. **Floodplain.** See provisions of Subsec. 26-6B-1D, *Subdivision Requirements*.
- D. **Easements.** See Subsection 26-5E-1D, *Notation on Plat*.

Sec. 26-5F-4, Covenant, Conditions, and Restrictions

A. Required Homeowners, Condominium, or Property Owners Association

1. *Required Property Owners Association.* Any subdivision or development for which compliance with the standards of this Chapter, or with conditions of approval, requires a continuing obligation (e.g., to own and maintain common open space) is subject to a mandatory association and a recorded declaration of covenants, conditions, and restrictions (CCRs) that ensures such continuing compliance.
2. *Incorporation.* If required by this Chapter, or required as a condition of approval, the applicant must incorporate an association that will bear responsibility for ensuring continuing compliance with this Chapter and conditions of approval.

B. Required Covenants, Conditions, and Restrictions (CCRs)

1. *Required.* Conditions and requirements of development approval that require ongoing efforts of tenants or successors in title must be included in a declaration of CCRs for the property that must be recorded in the office of the Register of Deeds of the responsible County for the property at the applicant's expense.
2. *Limited Waiver.* Developments that are approved under unified ownership and control are not required to have CCRs, provided that a single property owner is responsible for the ongoing compliance of the development with the requirements of this Chapter and any conditions of approval. However, a development that is approved under unified ownership and control must not be conveyed into multiple ownerships (e.g., individual buildings in an office park being sold to separate entities, or individual residential lots) until required CCRs are recorded and have been accepted by the responsible Governing Body.
3. *Timing.* The applicant must provide proposed CCRs to the responsible Governing Body:
 - A. Upon filing the application for plat approval; or
 - B. If no plat approval is sought, before the issuance of any permit that directly authorizes development. Development approvals that require CCRs are contingent upon approval of the CCR document by the responsible Zoning Administrator.
4. *Plat Annotations.* Where a plat is required, the CCRs must be referenced on the plat. If the plat is recorded prior to the CCRs being recording, the plat must contain a note that the development is subject to CCRs.

C. Limited Review of Incorporation Documents and CCRs.

The responsible Governing Body will approve only those CCRs that relate to the development approval, and its right of enforcement extends only to those matters that substantially bear upon them. The responsible Governing Body will not seek to intervene in purely private disputes about CCRs. The responsible City or County Attorney will review the incorporation documents and CCRs to ensure that the provisions are included in a form that is acceptable.

D. Maintenance of Association Property

1. *Generally.* The association is responsible for any item that is required to be maintained by the association as provided in this Section.
2. *Maintenance Charges to Association.* The covenants, conditions, and restrictions (CCRs) must include a provision that authorizes the responsible Governing Body to:

- A. Notify the association through its designated agent or, if the designated agent is unknown, through notice to individual owners of record that property within its control requires maintenance to meet the standards of this Chapter or the conditions of approval of the development or subdivision.
 - B. Perform, or cause to be performed, the required maintenance after no fewer than 10 business days have passed following notice to the association.
 - C. Charge the association for the maintenance, or charge individual lot owners (pro rata according to their share of obligations for dues) for the costs of the maintenance, including an administrative charge.
3. *Policy Regarding Maintenance Charges.* If the responsible Governing Body provides notice pursuant to CCRs that incorporate the above requirements, then the responsible Governing Body will allow the association to perform the required maintenance if:
- A. The association or lot owner(s) provides sufficient written assurances that such maintenance deficiencies will be corrected within a reasonable period of time agreed to by the responsible City or County Engineer.
 - B. The responsible Governing Body is paid its administrative costs for sending the notice.
 - C. The required maintenance is performed.

ARTICLE 26-9. LAND DEVELOPMENT REVIEW

Division 26-9A. Organization and Purpose

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- Sec. 26-9A-2, Organization
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- Sec. 26-9E-8, Modification to an MU Development Plan

Division 26-9F. Appeal

Sec. 26-9F-1, General Provisions for Appeals

Sec. 26-9F-2, Appeal from a Sign Permit Decision

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Division 26-9G. Amendment

Sec. 26-9G-1, Development Code Amendment

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Sec. 26-9G-3, Comprehensive Plan

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Division 26-9A. Organization and Purpose

Sec. 26-9A-1, Purpose

The purpose of this Article is to establish the review criteria and the scopes of approval of various land use actions in the Manhattan Urban Area.

Sec. 26-9A-2, Organization

This Article is organized into six broad categories of land use actions, as follows:

Growth Management	regulates annexation of territory, rezoning, and comprehensive plan adoption and amendment	Division 26-9B
Land Division	regulates subdivision and partition of land, and lot line adjustment	Division 26-9C
Site Development	regulates master planned development, mixed-use development, planned development, historic review, and various administrative permits, including those for floodplains, signs, and wireless telecommunication facilities	Division 26-9D
Adjustment	regulates conditional use, exception, modification, and variance permitting	Division 26-9E
Appeal	regulates the municipal-level appellate process	Division 26-9F
Amendment	regulates code text amendment and historic property/district designation	Division 26-9G

Sec. 26-9A-3, Table of Land Use Actions

The table in this section lists the various land use actions alphabetically and identifies their type (see Sec. [26-8B-2](#), *Procedure Types*), their location in the organization of this Article, and the review criteria or factors they are subject to.

- A. **Review authority.** Bodies with review authority are entitled to review petitions or other applications for a land use action and, where they are not the body with decision

authority, make recommendations to the deciding body. In every type-II and type-III matter, the Zoning Administrator is also a recommending authority.

- B. **Decision authority.** Bodies with approval authority will review and weigh the recommendations of the recommending authority, if different, but ultimately make the final decision to approve or deny the land use action at their discretion.

Table 26-9A-3.1
Table of Land Use Actions

Key: BZA = Board of Zoning Appeals; CC = City Commission; CM = City Manager; HRB = Historic Resources Board; PB = Planning Board; ZA = Zoning Administrator; FA = Floodplain Administrator

Land Use Action	Review Authority	Decision Authority	Type	Category	Section
Amendment, development code	PB	CC	III	9G. Amendment	26-9G-1
Amendment, Comprehensive Plan	PB	CC	III	9B. Growth Mgmt.	26-9B-3
Amendment or adoption, floodplain map	CC	same	III	9B. Growth Mgmt.	26-9B-2
Annexation	PB	CC	III	9B. Growth Mgmt.	26-9B-1
Appeal, general	BZA	same	II	9F. Appeal	26-9F-1
Appeal, sign permit	CM	same	I	9F. Appeal	26-9F-2
Appeal, HRB decision	CC	same	II	9F. Appeal	26-9F-3
Building permit	ZA	same	I	9D. Site Development	26-9D-6
Conditional use permit	BZA	same	II	9E. Adjustment	26-9E-1
Exception	BZA	same	II	9E. Adjustment	26-9E-3
Floodplain development permit	FA	same	I	9D. Site Development	26-9D-7
Historic designation	HRB	CC	III	9G. Amendment	26-9G-2
Historic review, major	HRB	same	II	9D. Site Development	26-9D-5
Historic review, minor	ZA	same	I	9D. Site Development	26-9D-5
Limited use permit	ZA	same	I	9D. Site Development	26-9D-6
Lot line adjustment	ZA	same	I	9C. Land Division	26-9C-7
Mixed-Use (MU) district development plan	PB	same	II	9D. Site Development	26-9D-6
Modification—Residential master-planned development (MP)	PB or ZA	same	I or II	9E. Adjustment	26-9E-6
Modification—Mixed-Use (MU) development plan	PB or ZA	same	I or II	9E. Adjustment	26-9E-8
Modification—Final development plan (PD)	PB or ZA	same	I or II	9E. Adjustment	26-9E-7
Municipal facility	PB	CC	III	9D. Site Development	26-9D-4
Partition	ZA	same	I	9C. Land Division	26-9C-6
Partition without prior plat	PB	same	II	9C. Land Division	26-9C-1

Table 26-9A-3.1
Table of Land Use Actions

Key: **BZA** = Board of Zoning Appeals; **CC** = City Commission; **CM** = City Manager; **HRB** = Historic Resources Board; **PB** = Planning Board; **ZA** = Zoning Administrator; **FA** = Floodplain Administrator

Land Use Action	Review Authority	Decision Authority	Type	Category	Section
Planned development (PD) —final development plan	PB	same	II	9D. Site Development	26-9D-2
Planned development (PD) —preliminary development plan	PB	CC	III	9D. Site Development	26-9D-2
Residential master-planned development (MP)	PB	CC	III	9D. Site Development	26-9D-1
Rezoning	PB	CC	III	9B. Growth Mgmt.	26-9B-2
Sign permit	ZA	same	I	9D. Site Development	26-9D-6
Subdivision, deviation	PB	same	II	9C. Land Division	26-9C-4
Subdivision, final plat	PB	same	consent	9C. Land Division	26-9C-2
Subdivision, preliminary plat	PB	same	II	9C. Land Division	26-9C-1
Subdivision, replat	PB	same	consent	9C. Land Division	26-9C-2
Subdivision, waiver	PB	same	II	9C. Land Division	26-9C-5
Variance	BZA	same	II	9E. Adjustment	26-9E-5
Variance, floodplain	BZA	same	II	9E. Adjustment	26-9E-6
Village-type development	PB	same	II	9D. Site Development	26-9D-6

Division 26-9B. Growth Management

Sec. 26-9B-1, Annexation

In accordance with State law, a property owner may request or consent to annex land, or the Commission may initiate annexation of specific land into the City.

- A. **Applicability.** The conditions that must exist for areas to be considered for annexation are found in Chapter 12, Article 5, of the Kansas Statutes Annotated.
- B. **Procedure.** Annexation is subject to the Type-III review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Planning Board is authorized to recommend approval or denial, and the City Commission is authorized to approve or deny, an annexation proposal.
- D. **Zoning Required.** No land may be annexed without simultaneously applying a City zoning district to it per Sec. 26-9B-2, *Rezoning*.
- E. **Review Factors**
 1. *Property Owner Annexation Requests.* For annexation requests initiated by property owners, or land owned by or held in trust for the City or any agency thereof, the Commission will base its decision on the following:

- A. The location, circulation, and access to the property to be annexed align with the policy guidance of the Manhattan Urban Area Comprehensive Plan and the Future Land Use Map.
 - B. The proposed annexation conforms to the policy directions provided by the Growth Vision of the Manhattan Urban Area Comprehensive Plan.
 - C. The site is located within the Manhattan Urban Service Area and can be served by City utilities.
2. *City Initiated Annexation of Private Property (Unilateral Annexation)*. For annexation of private property initiated by the City, the factors the Commission considers to determine if it is advisable to annex the land include the guidance in K.S.A. 12-520a (e) and the consistency of the proposed annexation with the:
- A. Guiding principles, goals, and objectives of the Comprehensive Plan.
 - B. Future land use map and land use policies.
 - C. Applicable area plans.
 - D. Growth vision.
 - E. Capital Improvements Program.
- F. **Island Annexation.** If the land proposed to be annexed is an island annexation, the annexation request will be forwarded to the applicable Board of County Commissioners to make findings and determinations, in accordance with K.S.A. 12-520c.

Sec. 26-9B-2, Rezoning

The boundaries of any zoning district in the City may be changed, or the district classification of any parcel of land may be changed, as provided in this Section.

- A. **Applicability.** To be eligible for rezoning consideration, the subject lot, parcel, or tract of land must meet one of the following conditions:
 - 1. Have at least 100 feet of frontage on a public street.
 - 2. Be at least 10,000 square feet in area.
 - 3. Abut a lot, parcel, or tract of land that has the same zoning classification as is being sought for the subject property.
- B. **Procedure.** Rezoning is subject to the Type-III review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Planning Board is authorized to recommend approval or denial, and the City Commission is authorized to approve or deny, a rezoning petition by ordinance in accordance with K.S.A. 12-757.
- D. **Review Factors.** When evaluating a proposal to rezone land, the Planning Board and City Commission will consider the following matters in coming to their decisions:
 - 1. The existing use of the property, its physical and environmental characteristics, its zoning history, and its suitability for the uses it is currently restricted to.
 - 2. Conformity of the proposed change with the Comprehensive Plan.
 - 3. Adequacy of sewer, water, streets, and other needed facilities and services for permitted uses in the proposed zoning district.

4. The character of the neighborhood, including the zoning and uses of nearby property.
 5. Compatibility of the proposed zoning district with nearby property.
 6. If the proposal were denied, a comparison of the hardship to the applicant with the relative gain to the public health, safety, and welfare.
 7. Recommendations of staff, including additional matters as might apply in individual cases.
- E. **Rezoning to Public/Institutional.** Because the Public/Institutional (PI) zoning district allows uses that may be less compatible with surrounding uses, additional scrutiny is required before rezoning to the PI district. The applicant for such a rezoning must identify the intended use necessitating the rezoning.
- F. **Additional Review Factors for Rezoning for Village-Style Development in the RM and RH Districts.** Because the Village-style development type has specific site and infrastructure characteristics not found in other residential development styles, additional review factors are required before rezoning to the RM/V or RH/V district. The applicant for such a rezoning must provide a site plan and written descriptions with adequate details to show that the applicable design standards in Division [26-4A](#), *Residential Design Standards*, for the specific development type will be met.
- G. **Additional steps for rezoning to MP.** Rezoning to MP includes consideration of a master development plan. See Sec. [26-9D-1](#), *Residential Master-Planned Development*.
- H. **Additional steps for rezoning to Planned Development (PD) district.** Rezoning to PD includes consideration of a preliminary development plan. See Sec. [26-9D-2](#), *Planned Development (PD) floating zone*.
- I. [not used]
- J. **Effect of Approval**
1. A zoning map amendment is recorded as follows:
 - A. The ordinance will include a physical or legal description of the area being rezoned and a map of the same prepared in accordance with the provisions of Sec. [26-2A-3](#), *Zoning Map*.
 - B. The City Clerk maintains a record of all ordinances that change the zoning classification of the area or property.
 - C. The Zoning Administrator revises the Official Zoning Map to reflect the new zoning district for the property.
 2. When the rezoning is to a Public/Institutional (PI) district, if the municipality proposes a use that is significantly different from the original intended use that had been identified when the land was zoned to PI, the newly proposed use will be treated as a new proposal that is subject to [26-9D-4](#), *Municipal Facility Review*, for approval, approval with conditions, or denial.

Sec. 26-9B-3, Comprehensive Plan Amendment

A Comprehensive Plan amendment includes adopting updates to the Comprehensive Plan, including the Future Land Use Map, transportation plans, or any of the adopted neighborhood, district, corridor, or other sub-area plans. A proposed zoning map amendment or an annexation and request for zoning that is not reflected in or is in substantial conflict with the Comprehensive Plan may warrant consideration of a Comprehensive Plan amendment.

A. Applicability

1. The Commission or Planning Board may initiate the process to amend the Comprehensive Plan, including any surveys or studies required by State law.
2. A property owner may file an application for plan amendment along with an application for a rezoning, provided the Zoning Administrator has determined that the rezoning would be a substantial change from the adopted Comprehensive Plan. The Planning Board and Commission may, at their discretion, consider the rezoning application concurrently with the plan amendment application.

B. **Procedure.** This land use action is subject to the Type-III review process in accordance with Article 26-8, *Procedures and Administration*.

C. **Authority.** The Planning Board is authorized to recommend and the City Commission is authorized to approve, modify, or deny a comprehensive plan amendment proposal.

D. **Review Factors.** The Planning Board and the Commission must base their approval, conditional approval, or denial on the following relevant factors:

1. Future Land Map Amendment

- A. The proposed map amendment is compatible with existing or planned land uses on adjacent properties.
- B. Adequate public utilities, facilities, and/or services are available or may be extended in a cost-effective and efficient manner to serve development of the type and scope suggested by the proposed amendment.
- C. The proposed map amendment is warranted by changing conditions in the area, or it corrects an error in fact concerning the property's future land use classification at the time of the original plan adoption.
- D. The proposed map amendment is warranted by changing conditions or a current need.
- E. If the proposed map amendment is approved, there will be an adequate supply of land remaining in the category being changed to meet future needs.
- F. The proposed plan amendment conforms to the applicable growth vision, goals, key objectives, guiding principles, and policies of the Comprehensive Plan.

2. Text Amendment. The amendment:

- A. Furthers the growth vision, goals, key objectives, guiding principles, and policies of the Comprehensive Plan.
- B. Advances a legitimate public need.
- C. Is warranted by changing conditions, aspirations of the community, or a current need.

3. Plan Boundary Amendment. The proposed boundary amendment:

- A. Provides for a logical and desirable extension of the Manhattan Urban Area.
- B. Is warranted by changing conditions, aspirations of the community, or a current need.
- C. Is compatible with and supported by applicable County plans concerning the proposed land use, or is a necessary change supported by the applicable County.
- D. Has adequate urban public facilities, utilities, and/or services available, or they may be extended in a cost-effective and efficient manner, to serve the development for the type and scope suggested by the proposed amendment.
- E. **Effect.** A plan amendment does not authorize development. Any development that occurs after the plan amendment is adopted is subject to all applicable requirements of this Chapter.

Division 26-9C. Land Division

Sec. 26-9C-1, Subdivision—Preliminary Plat

The first step in the subdivision of land is a preliminary plat, which applies to land within the Urban Area and any annexed land outside of the urban area. The preliminary plat shows the dimensions and locations of proposed lots, rights-of-way, utilities, and future connections to undeveloped land.

- A. **Applicability.** A preliminary plat is required for the subdivision of land into two or more tracts, parcels, or lots.
- B. **Procedure.** This land use action is subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Planning Board is authorized to approve, approve with conditions, or deny a preliminary plat.
- D. **Application Jurisdiction**
 - 1. *City Limits.* If the land proposed to be subdivided is within the city limits of Manhattan, the application must be submitted to the City's Community Development Department.
 - 2. *Urban Service Area.* If the land proposed to be subdivided is located within the Urban Service Area, the application must be submitted to the County's Planning and Development Department, which will coordinate the review with the City.
 - 3. *Urban Area.* If the land proposed to be subdivided is located in the Urban Area, the application will be submitted to the responsible Planning Department.
- E. **Transportation Concept Plan Required.** A concept plan showing future transportation and infrastructure connectivity is required with or on the preliminary plat.
- F. **Benefit District.** If the land proposed to be subdivided is subject to special assessments imposed by the City, the application will be deemed incomplete until the approval of a plan submitted by the applicant that establishes how the special assessments are to be re-apportioned on the tract upon platting. The plan must include written approval of all owners of the tract and must equitably share the benefitting development costs to current and future property owners. If the proposed preliminary plat is modified after

approval of the benefit district plan, the plat will not be approved until the plan is resubmitted and re-approved.

- G. **Review Factors.** The Planning Board will base its decision on the following factors.
1. *Comprehensive Plan.* The plat presents an overall development pattern that is consistent with the policies and goals of the Comprehensive Plan
 2. *Layout.* The plat contains a sound, well-conceived parcel and land subdivision layout, including consideration of the land contiguous to the land proposed for subdivision, that is consistent with principles of integrated land use and transportation planning, site engineering design principles, and the requirements of Article 26-5, *Subdivision Standards*, including:
 - A. The spacing and layout of proposed streets, curb cuts, intersection locations, medians, and the number and location of ingress and egress points to the land covered by the plat are consistent with good traffic engineering design and public safety considerations.
 - B. Drainage design preserves natural drainageways as much as possible and is adequate for the subdivision overall, for each phase of the subdivision, and at the individual lot level.
 - C. Lot design and buildability.
 3. *Zoning District Requirements.* The proposed preliminary plat conforms with the applicable zoning district requirements in Article 26-2, *Zoning Districts and Land Uses*.
 4. *Public Facilities.* Providers of public facilities or services have indicated that their facilities or services—including sanitary sewer, water, streets, storm sewer, fire protection, police protection, schools, electricity, data, and phone service—will be available to the platted area within a reasonable period of time, or have not actively indicated the contrary.
 5. *Health, Safety, and General Welfare.* The applicant has made every reasonable effort to mitigate the impact of the proposed subdivision on the public health, safety, and general welfare, including off-site impacts caused by increased traffic volume, altered traffic flow, and increased or altered drainage.
 6. *Floodway or Floodway Fringe.* The plat conforms to all requirements of Article 26-6, *Environmental Standards*, as applicable.
 7. *Airport Overlay.* The plat conforms to all requirements of Section 26-3B-1, *Airport Overlay (O-A) District*, as applicable.
- H. **Scope of Approval**
1. *Approval.* The Planning Board will approve or conditionally approve the preliminary plat if it finds the factors in Subsection 26-9C-1G, *Review Factors*, above, are substantially met.
 2. *Actions Taken*
 - A. *Inaction.* If the Planning Board fails to approve, conditionally approve, or deny a preliminary plat within 90 calendar days after the date of the first public hearing on the plat, then the plat is deemed approved, as submitted, unless the Planning Board, for good reasons stated, extends such time frame for a period

not to exceed an additional 90 calendar days. If the Planning Board fails to take action within the extended period, the preliminary plat is deemed “approved” as submitted.

- B. *Once Approved.* Upon approval, a preliminary plat will be marked to indicate it has been approved or conditionally approved by the Planning Board.
- C. *Approval is Not Acceptance.* Approval of the preliminary plat by the Planning Board does not constitute final acceptance of the subdivision but is merely an authorization to proceed to the preparation of the final plat.

I. [not used]

J. **Additional Scope of Approval for Flood-Prone Areas**

1. *Studies Required.* Prior to the approval of a preliminary plat, the Planning Board may require the applicant to submit an engineering study of the impact of a flood on any flood prone area not delineated as a Floodway or Floodway Fringe District. The Planning Board will review the plat to determine if the subdivision proposal will be reasonably safe from flooding and may impose construction standards consistent with the need to protect those flood-prone areas identified in the study. In order to be reasonably safe:
 - A. Residential development must be constructed on non-settling fill so that the lowest enclosed floor, including a basement, would be at least one foot above the flood elevation determined by the concurrent engineering study.
 - B. Commercial or industrial development must be constructed on non-settling fill so that the lowest enclosed floor is at least one foot above the determined flood elevation, or dry flood-proofed to at least one foot above the determined flood elevation.
2. *Additional Review in Flood-Prone Areas.* The Planning Board must review the plat to assure that:
 - A. It is consistent with the need to minimize flood damage within the flood-prone area.
 - B. All public utilities and facilities, such as sewer, gas, electrical, water, and streets are located and constructed to minimize or eliminate flood damage.
 - C. Adequate drainage easements are provided to reduce exposure to flood hazards.
3. *Denial.* The Planning Board may deny a plat in unique circumstances where the facts indicate that due to frequency or severity of flooding, flood depths, or flood velocities, the proposed plat cannot provide lots that are safe from the effects of flooding.

K. **Period of Validity**

1. *Original or Extended Period.* An approved preliminary plat will be valid for a period of two years. Before the expiration of the two-year period, the applicant may request, and the Planning Board may approve, an extension of the period of validity for another two-year period.
2. *Timing of Final Plat(s).* An application for a final plat must be submitted within the two-year period, including any extensions. If an application is not filed, the

preliminary plat will be automatically deemed withdrawn. If the approval is withdrawn, the proposed subdivision must be reprocessed as a preliminary plat pursuant to this Chapter. For good cause shown, the Planning Board may allow the reinstatement of the preliminary plat approval.

3. **Phasing.** For preliminary plats that will be developed in phases, the approval of the initial and subsequent final plats for phases of the project extends the period of validity for the remaining phases for a period of two years after the date of approval of the final plat. Each two-year period runs from the date of the latest final plat approval and are not cumulative. If a final plat for a phase of the development is not submitted and approved during the two-year period, the original preliminary plat, together with any submitted but unapproved final plat applications, are deemed withdrawn.

- L. **Chapter Conformance.** Notwithstanding the period of validity established in this Section, every plat must conform to the provisions of this Chapter applicable at the time of final plat approval, except that any such plat will be exempt from any subsequent amendments to this Chapter rendering the preliminary plat nonconforming as to bulk, lot size, or use regulations, provided that the final plat approval is obtained within the period of validity of the preliminary plat.

Sec. 26-9C-2, Subdivision—Final Plat or Replat

Following approval of a preliminary plat, the next step in the subdivision of land is a final plat, which applies to land within the Urban Area. A final plat is reviewed and recommended by the responsible Zoning Administrator and approved or denied by the Planning Board, with the acceptance of rights-of-way, easements, and land dedication by the responsible Governing Body.

A. Generally

1. **Period of Validity.** See Subsec. 26-9C-1K, *Period of Validity*.
 2. **Replats.** An application for a replat may be submitted at any time for all, or a portion, of a parcel controlled by a recorded final plat. The review and approval procedures for a replat are the same as a final plat, except a replat will not be deemed “complete” until the Zoning Administrator approves the re-apportionment of special assessments.
- B. **Applicability.** Final plats will only be reviewed if a preliminary plat has been approved or provisionally approved for the subject area.
 - C. **Procedure.** This land use action is subject to the Consent process in accordance with Article 26-8, *Procedures and Administration*.
 - D. **Authority.** The Planning Board is authorized to approve or deny a final plat.
 - E. **Review by Zoning Administrator.** Upon receipt of an application, the responsible Planning Department will determine if the plat substantially conforms with the approved preliminary plat, adheres to any conditions or requirements of the Planning Board, and complies with the Chapter. If the final plat does not conform, the responsible Planning Department will notify the applicant of the discrepancies and the action necessary to obtain conformance, per Division 26-8C, *Application Review*. Upon receipt of notification, the applicant may:

1. Take the suggested action and resubmit the application for Plat approval;
 2. Request that the application be scheduled with the Planning Board to determine conformance; or
 3. Request the application be considered for approval of a Preliminary/Final Plat in one action, in which case the requirements of Sec. 26-8B-6, *Notice*, apply.
- F. **Review Criteria.** The Planning Board will approve the final plat if it is in substantial conformance with the approved preliminary plat, including all conditions or requirements of the Planning Board, and the final plat complies with all requirements of Article 26-5, *Subdivision Standards*, in effect as of the date of final approval
- G. **Scope of Approval**
1. *Required Approval.* The Planning Board is required to approve the final plat under the following conditions:
 - A. *Meets Criteria.* The final plat meets the criteria in Subsec. 26-9C-2F.
 - B. *Timing of Determination.* The Planning Board must determine substantial conformance within 60 calendar days after the first meeting of the Planning Board. If a determination is not made within this period, the final plat will be deemed “approved”, unless the applicant has agreed, in writing, to an extension of the 60 calendar day period.
 - C. *Once Approved.* Upon approval, a final plat will be signed by the chairperson and secretary of the Planning Board to indicate it has been approved and a certificate of such approval will be issued by the responsible Zoning Administrator, upon demand.
 - D. *Conditional Approval.* If events occurred subsequent to approval of the preliminary plat that raise issues the Planning Board believes should be addressed pursuant to this Section, the Planning Board may make such requirements as permitted for a preliminary plat.
 2. *Denial*
 - A. *Factors Set Out in Writing.* If the Planning Board determines that a final plat or replat does not comply with the Chapter, or does not conform to the preliminary plat, or both, the Planning Board may deny the final plat. In such event, the Planning Board will set forth in writing its order of denial, which will also set forth the factors the Planning Board relied upon in making such determination.
 - B. *Resubmittal.* If the Planning Board enters an order denying a final plat or replat, it may also set a period of time within which the applicant may resubmit the plat, with amendments, for reconsideration by the Planning Board.
 3. *Actions Taken*
 - A. *Acceptance of Rights-of-Way, Easements, and Dedicated Land.* Before a final plat or replat is recorded, it will be submitted to the responsible Governing Body for consideration of the acceptance of streets and other public ways, public easements, and land dedicated for public use.
 1. *City Limits.* When a final plat or replat is within the city limits, acceptance of dedications will be shown over the signature of the Mayor or any other

City official duly authorized to act during the absence or disability of the Mayor and attested by the City Clerk.

2. *Urban Area or Urban Service Area.* When a final plat or replat is located in the unincorporated areas of the County, acceptance of dedications will be submitted and shown over the signatures of the County Commission and attested by the County Clerk.
 - B. *Timing of Acceptance.* The responsible Governing Body must accept or refuse the dedication of land for public purposes within 30 calendar days after the first regularly scheduled meeting following the date the plat was submitted to the City Clerk. The responsible Governing Body may defer action for an additional 30 calendar days to allow for modifications in order to comply with the requirements.
 - C. *Deferral or Refusal.* If the Governing body defers or refuses any dedications, it will advise the applicant and the Planning Board of the reasons for such deferral or refusal. The reasons must be solely related to the ownership, improvement, maintenance, and use of such dedicated land.
 - D. *Dedication Acceptance.* No Plat may be filed of record, or effective, if it contains dedications of land to the public that have not been accepted by the responsible Governing Body.
- H. **Recording.** Upon approval of a final plat, acceptance of all dedications, and submission of all documents, the final plat will be filed with the appropriate Register of Deeds. If all documents have not been submitted within one year of the date the appropriate Governing Body accepted the dedications, the approval of the final plat will be deemed “withdrawn” and the final plat will not be filed until it has been submitted again for approval.

Sec. 26-9C-3, Subdivision—Concurrent Plat

For the subdivision of an unplatted tract into five or fewer lots, a concurrent plat process may be used to consolidate the processes of preliminary and final plats.

- A. **Applicability.** This Section applies to the subdivision of land for only five or fewer lots.
- B. **Procedure.** This land use action is subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Planning Board is authorized to approve, approve with conditions, or deny a concurrent plat.
- D. **Review Criteria.** The application must contain all the documents required for both preliminary and final plats and must be reviewed, simultaneously, in the same manner and by the same criteria required for preliminary and final plats.
- E. **Scope of Approval.** Approval of a concurrent plat is consistent with that of the scope of approval for a preliminary plat and final plat, as stated in Sec. 26-9C-1, *Subdivision—Preliminary Plat* and Sec. 26-9C-2, *Subdivision—Final Plat*.

Sec. 26-9C-4, Subdivision—Deviation

Concurrent with the submittal of a preliminary or final plat, or prior to final action on the plat, an applicant may request a deviation from the provisions in Division 26-5B, *Lot, Block, and Subdivision Standards*, and Division 26-5C, *Transportation System Standards*, provided that granting such deviation would not violate any policy or purpose of this Chapter or vary any zoning regulation. The deviation request must specifically state which provisions the deviation is being requested for and the justification for the request.

- A. **Applicability.** The Planning Board may grant deviations as provided in this Section if the Planning Board makes findings with respect to the criteria cited below. No deviation may be granted for lot partitions or boundary line adjustments.
- B. **Procedure.** A deviation request may only be considered with either a preliminary or final plat, and will therefore be imbedded in the applicable procedure.
- C. **Authority.** The Planning Board is authorized to approve, approve with conditions, or deny a deviation from subdivision standards.
- D. **Review Criteria.** The Zoning Administrator, in conjunction with the Public Works Director, will make a recommendation on the deviation, and the Planning Board will approve or deny the deviation request, based on the following relevant factors:
 - 1. *Public Interest.* Granting approval of the deviation will not be detrimental to the public health, safety, or general welfare, or be injurious to adjacent property.
 - 2. *Unique Characteristics.* There are unique physical characteristics of the property in question that are not generally applicable to other property.
 - 3. *Unnecessary Hardship.* Due to the unique physical characteristics of the property, its shape, or topography, an unnecessary hardship to the applicant would result, as distinguished from a mere inconvenience, and such hardship is not based solely on economics.
 - 4. *No Conflict.* The granting of the deviation would not substantially conflict with any other provision of this Chapter or the Comprehensive Plan.
- E. **Scope of Approval.** The Planning Board may impose conditions, safeguards, and restrictions upon the premises benefited by the deviation to comply with the standards in this Section, and to carry out the purposes of this Chapter. Failure to comply constitutes a violation of this Chapter.

Sec. 26-9C-5, Subdivision—Waiver

Concurrent with the submittal of a preliminary or final plat, or prior to final action on the plat, an applicant may request a waiver of the provisions in Sec. 26-5E-5, *Utility Easements*; Sec. 26-5D-2, *Storm Drainage Easements*; and Sec. 26-5D-3, *Water and Sewer Facilities Easements*, relating to underground utilities. The waiver request must specifically state the provisions from which a waiver is requested and the justification for the request.

- A. **Applicability.** This Section applies to all subdivision of land required to install underground utilities.
 - 1. *Applicable Conditions.* A waiver application may be submitted if physical conditions of the land, or economic conditions associated with the nature of the subdivision in question, make underground installation infeasible. Such request must be accompanied by a report from the responsible public utility stating the per linear

foot cost differential between the average cost for installation of underground utilities and the estimated cost to the subdivision.

2. *Temporary Services.* See Subsec. 26-5E-5G, *Temporary Allowance*.
 3. *Extension of Temporary Services.* In the event the special permission for temporary services cannot be completed within the 120-day period, because of a shortage of material, natural disaster, strikes, or payment of which the City or County may become liable to another person, or corporation by reason of any negligence by the utility in the construction, maintenance, and operation of its utility system within the City or County, then upon written request to the responsible Planning Department, the time may be extended an additional temporary period or periods necessary to allow completion of such construction.
- B. **Procedure.** A waiver request will only be considered with either a preliminary or final plat, and will therefore be imbedded in the applicable procedure.
 - C. **Authority.** The Planning Board is authorized to approve, approve with conditions, or deny a waiver from subdivision utility standards.
 - D. **Review Criteria.** The Zoning Administrator, in coordination with the Public Works Director, will make a recommendation on the waiver, and the Planning Board will approve or deny the waiver request, based on the following relevant factors:
 1. *Public Interest.* Approval of the waiver is not detrimental to the public health, safety, or general welfare, or injurious to adjacent property.
 2. *Unique Characteristics.* There are unique physical characteristics of the subject property that are not generally applicable to other property.
 3. *Unnecessary Hardship.* Due to the unique physical characteristics of the property, its shape or topography, an unnecessary hardship to the applicant would result, as distinguished from a mere inconvenience, and such hardship is not based solely on economics.
 4. *No Conflict.* The granting of the waiver would not substantially conflict with this Chapter or the Comprehensive Plan.
 - E. **Scope of Approval.** The Planning Board may impose conditions, safeguards, and restrictions upon the premises benefited by the deviation to comply with the standards in this Section, and to carry out the purposes of this Chapter. Failure to comply constitutes a violation of this Chapter.

Sec. 26-9C-6, Partition

A partition is a division of one lot into two lots that does not involve the dedication of new rights-of-ways or public utility easements.

- A. **Applicability.** This Section applies to the partition of a platted lot, without requiring a final plat. This process cannot be used for land that has never been previously platted, nor for land that has been previously partitioned, or undergone a lot line adjustment, nor for the creation, vacation, or modification of rights-of-way, public easements, or conditions of approval for a previous final plat.
- B. **Procedure.** This land use action is subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*.

- C. **Authority.** The Zoning Administrator is authorized to approve or deny the partition.
- D. **Review by Zoning Administrator.** Upon receipt of an application, the Zoning Administrator will review the application to determine whether the proposed partition would create two lots which conform with this Chapter, the conditions of approval for the original final plat, and the applicable county sanitary code. If the partition does not conform, the Zoning Administrator will notify the applicant of the discrepancies and the action necessary to obtain conformance, per Division 26-8C, *Application Review*. Upon receipt of the notification, the applicant may:
 - 1. Take the required action and resubmit the application for partition approval; or
 - 2. Request that the partition be considered as a final plat, and submit a complete application, which will then be processed for review, as outlined in Sec. 26-9C-2, *Subdivision—Final Plat* or Replat.
- E. **Recording.** Upon approval of a partition, and submission of all documents, the map of partition will be filed with the appropriate Register of Deeds. If all documents have not been submitted within one year of the date of approval, the partition will be deemed “withdrawn” and the partition will not be filed until it has been submitted as a new application for approval.

Sec. 26-9C-7, Lot Line Adjustment

A lot line adjustment moves platted lot lines among two platted lots. A lot line adjustment does not involve the dedication of new rights-of-ways or public utility easements

- A. **Applicability.** This Section applies to the adjustment of platted lot lines between two lots, without requiring a final plat. This process cannot be used for land that has never been previously platted, nor for land that has been previously partitioned or undergone a lot line adjustment, nor for the creation, vacation, or modification of rights-of-way, public easements, or conditions of approval for a previous final plat.
- B. **Procedure.** This land use action is subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Zoning Administrator is authorized to approve or deny the lot line adjustment.
- D. **Review by Zoning Administrator.** Upon receipt of an application, the Zoning Administrator will review the application to determine whether the proposed lot line adjustment would cause the affected lots to fall out of conformance with this Chapter, the conditions of approval for the original final plat, or the applicable county sanitary code. If the lot line adjustment does not conform, the Zoning Administrator will notify the applicant of the discrepancies and the action necessary to obtain conformance, per Division 26-8C, *Application Review*. Upon receipt of the notification, the applicant may:
 - 1. Take the required action and resubmit the application for lot line adjustment approval; or

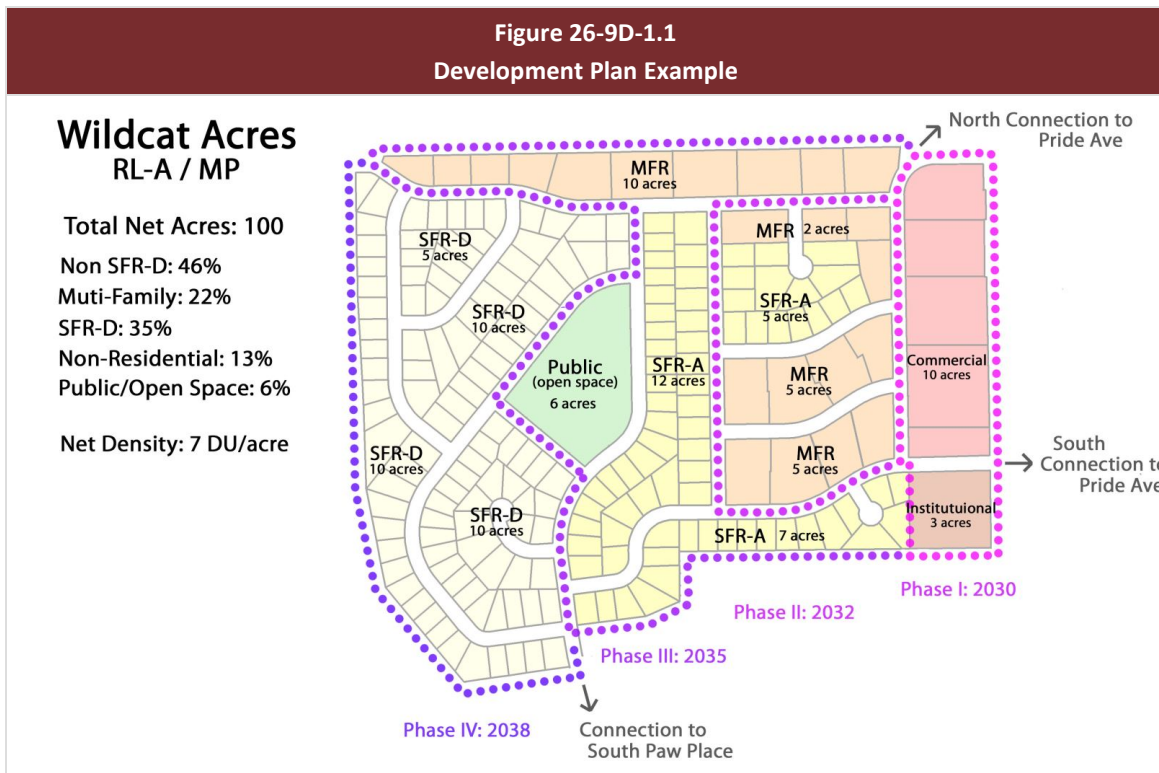
2. Request that the lot line adjustment be considered as a final plat, and submit a complete application, which will then be processed for review, as outlined in Sec. 26-9C-2, *Subdivision—Final Plat or Replat*.
- E. **Recording.** Upon approval of a lot line adjustment, and submission of all documents, the map of lot line adjustment will be filed with the appropriate Register of Deeds. If all documents have not been submitted within one year of the date of approval, the lot line adjustment will be deemed “withdrawn” and the lot line adjustment will not be filed until it has been submitted as a new application for approval.

Division 26-9D. Site Development

Sec. 26-9D-1. Residential Master-Planned Development

- A. **Applicability.** The residential master-planned (MP) development option is available as a development type in the RL, RL-A, RM, and RH zoning districts (see Sec. 26-2C-2, *Residential Development Types*).
- B. **Purpose.** The Residential Master-Planned Development type occupies the middle ground between a by-right base zoning district and a developer-defined planned development floating zone. It is designed to allow for broad ranges of building types, densities, and some non-residential uses in a largely residential setting. In exchange for those flexibilities, minimum open space and minimum residential density standards are required.
- C. **Procedure.** A master development plan (DP) is required concurrently with an application to rezone property to a RL, RL-A, RM, or RH zone as an MP development and is processed as a Type-III decision. All master-planned developments must also be platted, either concurrently with rezoning or afterward. Existing standard or cluster residential development may be converted to an MP; in such cases, conversion to an MP development type will be treated as a rezoning, even if the base zoning district does not change.
- D. **Authority.** The Planning Board is authorized to recommend and the City Commission is authorized to approve, approve with conditions, or deny a DP.
- E. **Development Plan Contents.** The DP will be a map showing blocks of land use categories and types, including public and private open space, and a layout of transportation systems in sufficient detail to assess the application. The DP may show intended lot lines, but that is not required for approval because the focus is on arrangement of land uses and transportation systems (see Figure 26-9D-1.1 Development Plan Example). A sufficient DP will include enough information to establish:
 1. The location and land area of generic types of residential uses as permitted in Table 26-9D-1.1, *Residential Master Planned Land-Use Mix Requirements*, labeled as:
 - A. “Single-family dwellings, detached” or “SFR-D”
 - B. “Single-family dwellings, attached” or “SFR-A”
 - C. “Multiple-family dwellings” or “MFR”
 2. The location and land area of generic types of non-residential uses as permitted in Table 26-9D-1.1, *Residential Master Planned Land-Use Mix Requirements*, labeled as:

- A. "Commercial" (excluding any commercial use of the home)
- B. "Public"
- C. "Institutional" (which will include group quarters, and 13+ unit adult/child care uses)
3. General locations, means of continuity and connectivity, and the extent of public parkland and private open spaces and amenities.
4. The transportation system connections through and within the development.
5. Gross densities at complete build out.
6. Phases of development and projected date of completion for each phase



F. Required Mix of Housing Types, Uses, and Density

1. Residential master planned (MP) developments must meet the requirements for minimum/maximum mix of uses, development size, and density as determined by Table 26-9D-1.1, *Residential Master Planned Land Use Mix Requirements*.
2. Phasing. If the development is phased, then such phasing is proposed in a manner that assures an adequate mixture of residential and non-residential land uses. The development will be completed in a timely manner so as not to allow indefinite incompleteness or reflect a misrepresentation of the development's final nature and character for an unreasonable amount of time.

Table 26-9D-1.1
Residential Master Planned Land-Use Mix Requirements

Zoning District	Minimum Development Area (acres)	Non-Open Space/non-ROW Land-Use Composition (%)				Net Density (DU/Acre) ⁴		Max. Non-Residential Establishment Size (sq. ft.)	Min. Open Space (%)
		Minimum		Maximum					
		Non-SFR-D ¹	Non-Residential	Multi-Family ²	Non-Residential ³	Minimum	Maximum		
RL / MP	10	10%	-	20%	10%	2	7	5,000	2.5%
RL-A / MP	5	25%	-	40%	15%	4	15	10,000	3.5%
RM / MP	5	50%	-	100%	20%	8	35	20,000	4.5%
RH / MP	5	100%	-	100%	25%	16	60	30,000	5%

NOTES:

1. Non-Single-Family-Residential-Detached (Non-SFR-D) uses including duplexes, twin homes, townhomes, and all sizes of multiple-family dwellings (apartment buildings) as zoning district permits.
2. Includes all sizes of multiple-family dwellings (apartment buildings) as zoning district permits. Duplexes, twin homes, and townhomes are not considered multiple-family dwellings.
3. Includes non-residential uses permitted in the base zoning district. Non-residential uses that are Permitted (P), Limited (L), or Conditional (C) in a Master Planned (MP) development type and are Permitted (P), Limited (L), or Conditional (C) uses in the Standard (S) development type for the same base zoning district do not count toward the total calculated non-residential land use percentage.
4. Residential uses in a mixed-use building count toward the minimum net density requirement, but are not calculated in maximum net density.
5. Any dedicated open space must be at least 15,000 square feet in a contiguous area.

G. **Review Criteria.** The application to apply an MP type is reviewed concurrently per Sec. 26-9B-2, Rezoning. The Planning Board will base its recommendation to approve, conditionally approve, or deny the DP, and the Commission will base its approval, conditional approval, or denial of the DP, on whether it can make the following findings:

1. The application meets the DP content requirements in Subsection 26-9D-1E.
2. The application meets the minimum and maximum land-use mix and density requirements in Subsection 26-9D-1F.

H. **Scope of Approval.** An approved DP is the basis for approval of individual site plans, preliminary and final plats, and building permits. Once the DP is approved, all subsequent plans and permits must demonstrate consistency and conformance with the adopted plan.

I. [Not used]

J. **DP Modifications and Amendments.** An approved DP must be modified or amended before a building permit may be issued that would reasonably result in a land-use mix or density outside of the prescribed range or would result in an unpermitted building type

or use. The amendment will ensure compliance with the MP regulations at the development's completion.

- K. **Completed DPs.** A DP may be considered complete when:
 1. At least 85% of land uses by area in each phase are constructed and issued a certificate of occupancy (as applicable) on or before the date of completion approved by the Planning Board.
 2. The land use mix requirements per Table 26-9D-1.1 are satisfied.
- L. **Expired DPs.** An approved DP may expire and become invalid if the development is not completed on time. An expired DP must be amended to reflect a new phasing plan within 180 days of the expiration or be issued a violation. Alternatively, applicant make seek an extension as a major or minor modification under Sec. 26-9E-6, *Modification to a Residential Master Plan Development*. The amended DP will be approved or denied by the Planning Board. If unapproved, the MP development or portion(s) thereof must be rezoned to a district that best reflects the character of the development and minimizes non-conformities or otherwise as may be appropriate as per the comprehensive plan. This may require multiple zoning districts and development types.
- M. **Defunct DPs.** If for any reason a DP cannot be completed to satisfy the requirements of this Chapter, the MP development or portion(s) thereof must be rezoned to a district best reflecting the character of the development and minimizing non-conformities or as otherwise may be appropriate, as per the comprehensive plan.

Sec. 26-9D-2, Planned Development (PD) Floating Zone

The Planned Development (PD) Floating Zone allows development that mixes compatible uses, situates the location and type of structures for those uses, and creates common open space and facilities for owners, occupants, and customers in the zone.

- A. **Purposes and Limits.** See Sec. 26-2B-3, *Planned Development Floating Zone*.
- B. **Procedure.** This land use action is subject to both the Type-III and Type-II review processes in accordance with Article 26-8, *Procedures and Administration*. The required steps and material submissions take place in the following order:
 1. *Rezoning and Preliminary Development Plan.* This step includes review by the Planning Board and approval by the City Commission by ordinance (Type IV). A rezoning to PD consists of a rezoning review per Sec. 26-9B-2, *Rezoning*, simultaneous with preliminary development plan (PDP) review per this Section. The City Commission may require changes to the PDP and refer it back to the Planning Board for another review.
 2. *Final Development Plan.* This step includes review and decision by the Planning Board using a Type-III process. The final development plan (FDP) may include the entire PD or phases of it.
 3. *Concurrent Review.* For certain PD applications the rezoning, PDP, and FDP may be reviewed together by the Planning Board, but the Board's approval of the FDP must be made contingent on adoption of the PD rezoning and PDP by the City Commission. Following that adoption the Planning Board may finalize approval of the FDP by consent. Concurrent review is permitted only to those applications at or below the following limits:

- A. 20 dwelling units and/or 20 lots for entirely residential planned developments.
- B. Five separate buildings for entirely commercial planned developments.
- C. Mixed-use planned developments where the uses occupy one building.

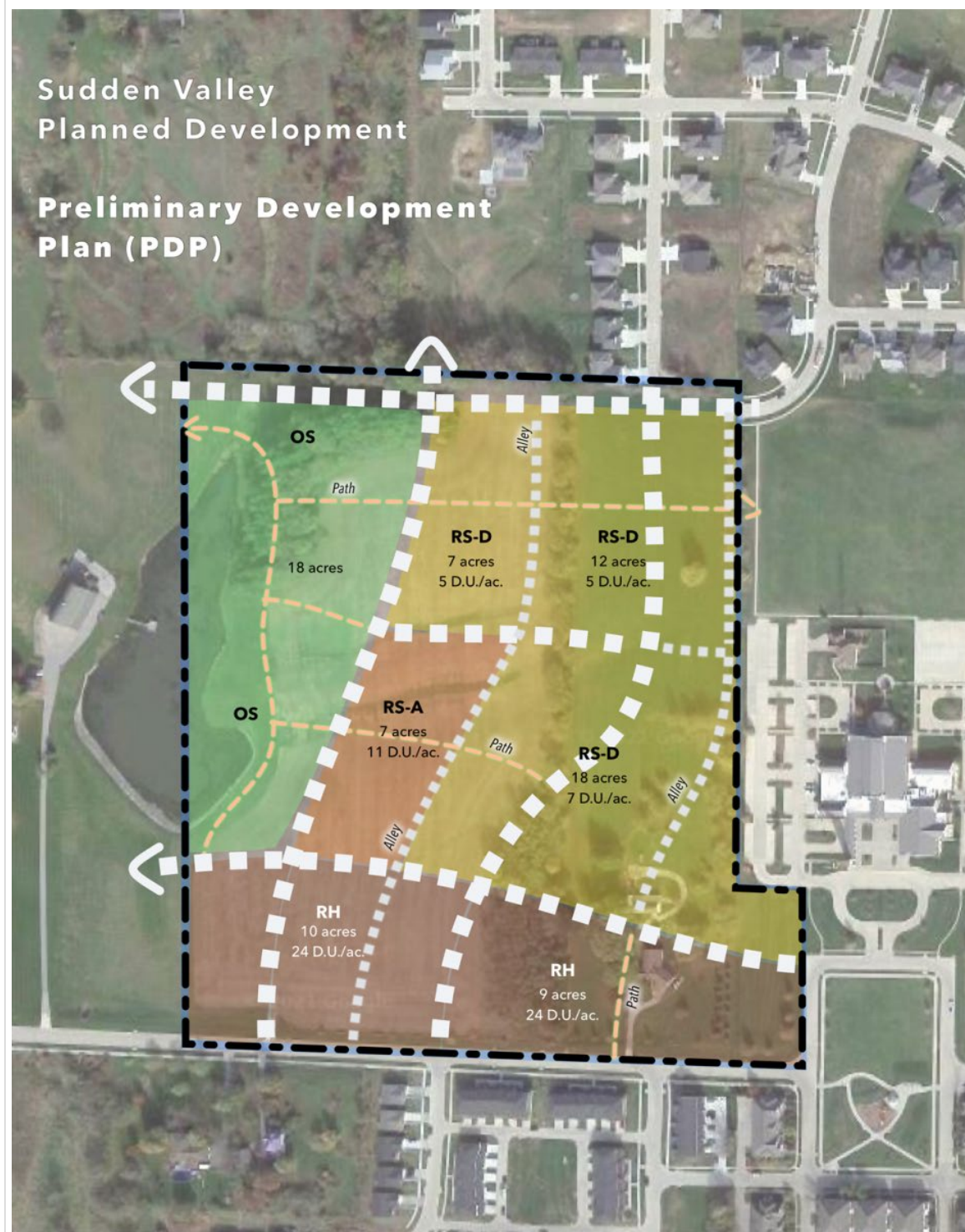
C. **Authority**

- 1. *Rezoning and PDP*. The Planning Board is authorized to recommend approval, approval with conditions, or denial, and the City Commission to approve, approve with conditions, or deny a rezoning to PD and the accompanying PDP.
- 2. *Final Development Plan (FDP)*. Following approval of the rezoning and PDP, the Planning Board is authorized to approve or deny an FDP if it meets the review factors in Para. 26-9D-2D-2, below.

D. **Plan Contents**. The preliminary development plan (PDP) and the final development plan (FDP) are two different sets of documents. As a rezoning matter, the PDP concerns land uses and transportation generally. As a subdivision and/or site development matter, the FDP concerns site-specific or subdivision-specific architectural, siting, landscaping, parking, and other development details.

- 1. The PDP (see Fig. 26-9D-2.1) comprises the following documents:
 - A. PD zoning map. A map showing the general disposition of land uses, residential densities, transportation systems, commercial uses, and open spaces, as applicable.
 - B. PD zoning standards. Textual/tabular explanation and documentation of requested land uses and densities, requested setbacks, heights, and other bulk standards, and requested parking, landscaping, signage, and similar site development standards.
 - C. PD circulation map. A map showing the general layout of transportation systems and connections to the existing system.
 - D. Optional documents. The applicant may include draft illustrations of architectural styles, sign designs, landscaping plans, and other site development items, but any such details will not be adopted.

Figure 26-9D-2.1. Example Preliminary Development Plan
(not to scale)



2. The FDP comprises the following documents:
 - A. A detailed map of subdivision or site development plan(s), as appropriate, including fully dimensioned transportation systems (see Fig. 26-9D-2.2).

- B. A detailed development map or site development plan(s), as appropriate, showing building, transportation, open space, landscaping, and parking layout (see Fig. 26-9D-2.3).
- C. Detailed illustrations and descriptions, as appropriate, of architectural styles, signage designs, landscaping, buffering, parking, and lighting, and any other site development features.

Figure 26-9D-2.2. Example Final Development Plan: Final plat
(not to scale)

Sudden Valley PD

Final Development Plan

Final Plat



Figure 26-9D-2.3. Example Final Development Plan: Detailed development map
(not to scale)



- E. **Review Factors.** The Planning Board and City Commission will base their approval, conditional approval, or denial on the following:

1. *Preliminary Development Plan*

- A. The review factors for rezoning in Sec. 26-9B-2, *Rezoning*.
- B. The PD zoning is necessary because the proposed development would result in an overall benefit for the community.
- C. The PDP contains a variety of housing types, and a mix of employment opportunities or commercial services necessary to achieve a balanced community beyond what is achievable under the by-right development options under existing zoning.
- D. The PDP transportation layout provides for present or future connectivity for all modes.
- E. The PDP demonstrates that the proposed zoning standards are justifiable deviations from the zoning standards of this Chapter.
- F. The development is phased in a manner which may be accommodated by the timely provision of public utilities, facilities, and services.

2. *Final Development Plan*

- A. The final development plan is in substantial conformance with the preliminary development plan.
- B. The final development plan conforms to the ordinance establishing the PD floating zone, including any conditions.
- C. The development makes use of landscaping, buffering, screening, natural and man-made drainage patterns, recreational amenities, circulation, and common open space to achieve an orderly and creative arrangement of all land uses with respect to each other and to the community.
- D. The development contains a connected and integrated comprehensive transportation system providing for all modes.

F. **Scope of Approval**

- 1. *PD Floating Zone Ordinance*. The ordinance must include:
 - A. Incorporation by reference of all approved drawings and documents.
 - B. A map and legal description of the boundaries of the PD Floating Zone.
 - C. Any restrictions, conditions, and use limitations applied as part of the preliminary development plan approval.
- 2. *Subdividing PD Floating Zones*. Subdivision plats will be approved if they conform to the approved development plans.
 - A. Subsequent to approval of a PDP, a preliminary plat application may be submitted for review by the Planning Board per Sec. 26-9C-1.
 - B. Concurrent with or subsequent to approval of an FDP, a final plat application may be submitted for review by the Planning Board per Sec. 26-9C-2.
- 3. *Modifications or amendments*. Refer to Sec. 26-9E-7, *Modification to a Final Development Plan*.

G. **Period of Validity**

1. *Final Development Plan.* After approval of a final development plan, construction must commence within two years of such approval, unless an extension is sought as outlined in Sec. 26-8D-4, *Extension of Time*.
2. *Preliminary Development Plan.* Following the approval to rezone the site to PD Floating Zone, the applicant must submit a final development plan to the Planning Board within the time limits that are made a part of the rezoning ordinance or, in the absence of such time limits, within one year after the approval of the rezoning, or seek an extension, as outlined in Sec. 26-8D-4, *Extension of Time*.
3. *Expired Application.* Failure to meet the above periods of validity will cause the approved PD Floating Zone to become void, as described in Sec. 26-8D-3, *Inactive and Expired Applications*.

Sec. 26-9D-3, Site Development Plan

- A. **Applicability.** Review of a site development plan is a general requirement for a number of development types, including cottage villages, manufactured home parks, development in the MU district, and development in some overlay districts. Refer to Table 26-9A-3.1, Table of Land Use Actions, for applicability.
- B. **Procedure.** This land use action is subject to either the Type-I or Type-II review process in accordance with Article 26-8, Procedures and Administration, depending on the type shown in the table referred to above.
- C. **Authority.** The Planning Board is authorized to approve, approve with conditions, or deny a Type-II site development plan. The Zoning Administrator is authorized to approve, approve with conditions, or deny a Type-I site development plan.
- D. **Review Criteria.** The review body will base its decision on the following criteria.
 1. *Layout.* The site development plan has a well-conceived layout that integrates land use, transportation, and site engineering, including:
 - A. Access management
 - B. On-site vehicular circulation and parking
 - C. Pedestrian and bicycle access and on-site circulation
 - D. Landscaping
 - E. Drainage
 2. *Design Standards.* The proposed site development plan conforms with the applicable design and use layout requirements in Article 26-4, *Design Standards*.
 3. *Overlay Standards.* The site development plan conforms to all requirements applicable overlay districts.
 4. *Public Facilities.* Public facilities or services are adequate to serve the development.
 5. *Impact mitigation.* Where the proposed development has the potential for adverse impacts, sufficient measures have been or will be taken by the applicant that would negate, or reduce to an acceptable level, such potentially adverse impacts. Such measures may include:
 - A. Improvements to public streets, such as provision of turning lanes, traffic control islands, traffic control devices, etc.

- B. Limiting vehicular access so as to avoid conflicting turning movements to/from the site and access points of adjacent properties.
 - C. Provision of cross-access agreement(s) and paved connections between the applicant's property and adjacent property(ies) which would help mitigate traffic on adjacent streets.
 - D. Provision of additional screening and landscape buffers, above and beyond the minimum requirements of this Chapter.
 - E. Locating accessory facilities, such as trash storage, loading areas, and drive-through facilities, so as to limit potentially adverse impacts on adjacent properties or public rights-of-way.
 - F. Any other site or building design techniques which would further enhance neighborhood compatibility.
- E. **Scope of Approval.** The applicant may begin site development after the review authority issues final written approval of the site development plan. Conditionally approved site development plans are subject to the provisions of Section 26-8C-6, Conditioned Approval.
- F. **Period of Validity.** An approved site development plan is valid for two years after final written approval.

Sec. 26-9D-4, Municipal Facility Review

Any public utility or facility owned and operated by the City of Manhattan or other municipality, as defined in this Chapter, is authorized as a permitted use in any zoning district, subject to the provisions of this Section.

- A. **Applicability.** Any utility or facility not listed as a permitted, limited, or conditional use, in any zoning district other than Public & Institutional (PI), is permitted subject to the provisions of this Section. If any utility or facility is listed as a permitted, limited, or conditional use in Sec. 26-2C-2, *Residential Uses and Standards*, or Sec. 26-2D-4, *Non-Residential Permitted Uses*, the owner of any such utility or facility proposed for construction or expansion may choose to proceed according to this Section or may comply with applicable regulations of this Chapter.
- B. **Procedure.** This land use action is subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Planning Board is authorized to recommend and the City Commission is authorized to approve, approve with conditions, or deny a proposal for the construction or expansion of a public utility or facility by ordinance, which is not an amendment to this Chapter nor considered a rezoning of the subject property.
- D. **Review Factors.** Weighing all evidence and testimony, the Planning Board and the City Commission will decide if construction or expansion of the utility or facility outweighs the impacts on legitimate community interests by evaluating the proposal against the following factors:
 1. The nature and scope of the municipality making the request.
 2. The function of the utility or facility.
 3. The extent of the public interest to be served by the utility or facility.

4. The effect that regulation of the construction or expansion will have on the municipality's ability to efficiently, economically, and prudently meet the public interests they are serving. Regulation, in this case, means either the imposition of requirements necessary to mitigate impacts or a complete denial of the proposal.
5. The impact that construction or expansion of the utility or facility will have on legitimate interests of that portion of the community where it is proposed to be located.
6. If the owner of the utility or facility is the City of Manhattan, and if the facility or utility is of a type embraced within the Comprehensive Plan, regardless of whether or not it is in conformity with that Plan.
7. Such other factors as the deciding body deems appropriate and relevant.

E. Scope of Approval

1. *Ordinance required.* Approval of the proposal will be by ordinance. In the approving ordinance the Commission may establish any conditions deemed necessary to mitigate any impacts created by such use.
2. *Continuance, Withdrawals, Modifications and Other Procedures.* Requests for continuance, modifications, withdraws, inactivity, and extensions of time will follow the appropriate procedures outlined in Sec. 26-8C, *Application Review*.

Sec. 26-9D-5, Historic Review

To ensure development, redevelopment, and substantial improvement of historic sites, structures, and districts included on the Manhattan Register of Historic Places is made in harmony with the architectural and historic character of the historic district or the era of the property, a Certificate of Appropriateness is required to implement the purposes set out in Subsec. 26-1A-3B, *Historic Preservation*.

- A. **Applicability.** A Certificate of Appropriateness is required for any of the following types of construction, alteration, or demolition affecting a Historic Site, Structure, or District included in the Manhattan Register or Historic Places:
 1. Construction of additions.
 2. Construction of new structures.
 3. Alterations of features or materials identified as significant in the ordinance designating the site, structure, or historic district.
 4. Demolition requiring a permit.
 5. Alterations of a building site.
 6. Alteration of spaces, features, and finishes within interiors identified as significant in the establishing ordinance.
- B. **Procedure.** There are two types of review processes for obtaining a Certificate of Appropriateness: major reviews and minor reviews. A major review is subject to the Type-II review process and a minor review is subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*. Application for a Certificate of Appropriateness will be submitted to the Zoning Administrator on a form prepared and approved by the Historic Resource Board.

- C. **Review Type Determination:** Generally, a minor review involves smaller-scale and lower-impact changes affecting a historic structure, site, or district, while a major review involves larger-scale and higher-impact changes affecting a historic structure, site, or district. The Zoning Administrator will determine whether a project will require a major review or a minor review based on guiding documents prepared and approved by the HRB.
- D. **Authority.** The Historic Resources Board (HRB) is authorized to approve, approve with conditions, or deny an application for a Certificate of Appropriateness subject to major review. The Zoning Administrator is authorized to approve, approve with conditions, or deny an application for a Certificate of Appropriateness subject to a minor review as a Type-I Decision.
- E. **Review Factors.** The HRB and Zoning Administrator will base decisions on issuing a Certificate of Appropriateness pursuant to this Section on the following:
1. *Applicable Requirements.* The application complies with all applicable requirements of this Chapter and the ordinance designating the historic structure, site, or district.
 2. *Historic Use or Minimal Change.* The property is used as it was historically or will be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
 3. *Historic Character of Property.* The historic character of a property is retained and preserved. The applicant has avoided proposing removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize the property.
 4. *Historic Integrity.* The property is recognized as a physical record of its time, place, and use. The applicant has not proposed undertaking changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties.
 5. *Changes.* The applicant has proposed to retain and preserve changes to a property that have already occurred and have attained historic significance in their own right.
 6. *Distinctive Features.* The applicant has proposed to preserve distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize the property.
 7. *Repair and Replacement.* The applicant has proposed to repair rather than replace deteriorated historic features. Where the severity of deterioration requires replacement of a distinctive feature, the new feature matches the old in design, color, texture, and, where possible, materials. The applicant has substantially documented the replacement of missing features.
 8. *Gentlest Means.* The applicant has undertaken chemical or physical treatments, if appropriate, using the gentlest means possible, without using treatments that cause damage to historic materials.
 9. *Factors Applying Only to New Additions or Alterations.*
 - A. The applicant has proposed new additions, exterior alterations, or related new construction that does not destroy historic materials, features, and spatial relationships that characterize the property.

- B. The applicant has differentiated the new work from the old with a design that is compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
- C. The applicant has undertaken new additions and adjacent or related new construction in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- F. **Scope of Approval.** Once a Certificate of Appropriateness has been issued, an applicant may apply for building and other permits for development, construction, and other work on the property in conformance with the proposal as presented and approved by the Zoning Administrator or the HRB, respectively.
- G. **Appeal.** Appeal may be taken to the HRB by an applicant aggrieved by a decision of the Zoning Administrator to approve, approve with conditions, or deny a Certificate of Appropriateness, per Sec. 26-9F-3, Appeal from a Minor Review for a Certificate of Appropriateness. The HRB's decision on such appeal is a Type-III Decision. Appeal may be taken to the City Commission by any person aggrieved by a decision of the HRB to approve, approve with conditions, or deny a Certificate of Appropriateness, per Sec 26-9F-5, Appeal from a Type-III Decision.

Sec. 26-9D-6, Administrative Permits

- A. **Procedure.** The land use actions in this Section are subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*.
- B. **Authority.** The Zoning Administrator is authorized to approve, approve with conditions, or deny the agreements, plans, and permits in this Section.
- C. **Access Agreement**
 - 1. *Applicability.* An access agreement may be required when access is shared by adjacent properties, whether under single or separate ownership. The obligation to provide and maintain the cross-access runs with the land.
 - 2. *Form.* An access agreement may be an agreement, easement, or other instrument in a form acceptable to the City Attorney, approved by the Zoning Administrator, and recorded with the office of the Register of Deeds of the responsible county at the applicant's expense.
 - 3. *Scope of Approval.* Upon acceptance and filing, the recorded book and page number of the access agreement must be referenced on any subsequent approved site or development plans or subdivision plats of the property. If there is an existing agreement or instrument for shared access without recorded documentation, an access agreement must be approved, executed, and recorded pursuant to this Paragraph prior to approval of any site or development plan or subdivision plat.
- D. **Building Permit**
 - 1. *Applicability.* Any applicant who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure must first make application to the Building Official and obtain the required permit.
 - 2. *Review Standards.* No building permit may be issued unless and until it has been approved by the Zoning Administrator as being in compliance with this Chapter.

3. *Scope of Approval.* Upon issuance of a building permit, an applicant may initiate or continue development or improvement in accordance with the standards and procedures of this Chapter, other applicable City codes, ordinances and regulations, and in accordance with the permit terms. Any building permit issued in conflict with this Chapter is null and void.
4. As per the "Memorandum of Understanding" identified in Sec. 26-1A-4E, *Fort Riley State Area of Interest*, the City must provide a Notice of Potential Noise Impact to each individual receiving a construction permit for improvements within the "Critical Area" identified in Figure 1 of the Memorandum of Understanding.

E. Limited Use Approval

1. *Generally.* Limited Use Approval is an administrative procedure whereby the Zoning Administrator verifies that an application for a proposed limited use complies with the criteria set out in Division 26-2E, *Limited and Conditional Use Standards*. Authorization of a limited use may be issued simultaneously with a building permit or other required permits.
2. *Applicability.* An application is required for establishment of a new limited use, a change to a limited use, or the expansion of a limited use.
3. *Review Standards*
 - A. *Where Applicable.* Refer to Sec. 26-2C-3, *Residential Permitted Uses*, and Sec. 26-2D-4, *Commercial & Industrial Permitted Uses*.
 - B. *Required Standards.* Refer to Division 26-2E, *Limited and Conditional Use Standards*.
4. *Scope of Approval.* Upon authorization of a limited use, the applicant may proceed with requests for other required permits, as applicable.

F. Floodplain Development Permit

1. *Applicability.* An application is required for any development, substantial improvement, or repair to substantial damage that is to occur within the community special flood hazard area, as shown on the official floodplain map.
2. *Review Standards.* Refer to Sec. 26-6B-1, *Development in Community Special Flood Hazard Area*.
3. *Scope of Approval.* Upon issuance of a floodplain development permit, an applicant may apply for building and other permits for the development, substantial improvement, or repair of substantial damage in accordance with the standards and procedures of this Chapter and in accordance with the permit terms.

G. Temporary Limited Use Permit

1. *Applicability.* The types of temporary limited uses and the zoning districts where they are allowed are set out in Sec. 26-2G-2, *Districts Permitting Temporary Uses*.
2. *Review Standards.* Refer to Sec. 26-2G-3, *Frequency and Duration*, and Sec. 26-2G-4, *Temporary Use Standards*.
3. *Scope of Approval*
 - A. Upon approval, an applicant for a temporary limited use permit may proceed in filing other applicable applications or permits, or may proceed with the limited use setup and operation in accordance with the permit terms.

- B. The issuance of a permit for a temporary limited use does not authorize the establishment or extension of any use nor the development, construction, reconstruction, alteration, or moving of any building or structure, but merely authorizes applications for any other permits or approvals.

H. Sign Permit

1. *Generally.* A sign permit is required for all permitted signs set out in Sec. 26-7D-9, *On-Premise District Regulations*, and Sec. 26-7D-26, *Off-Premise Advertising Signs*, other than those listed as exceptions in Sec. 26-7D-1, *Purpose and Applicability*.
2. *Applicability*
 - A. *When Required.* A sign permit is required to construct, install, place, relocate, maintain, or modify a sign's dimensions or illumination characteristics, to attach any sign, or to authorize another person to do any of the same. All signs must be constructed, installed, placed, relocated, maintained, modified, or attached in compliance with the terms and conditions of the applicable sign permit and this Chapter.
 - B. *When Not Required.* A sign permit is not required for the following signs; however, such signs must comply with all of the other regulations imposed by Division 26-7D, *Signs*.
 - C. All temporary signs, except for portable signs.
 - D. Permitted signs that are six square feet or less in area, located in an RL, RL-A, RM, RH, or RC districts.
3. *Sign Contractor.* No permanent sign requiring a sign permit may be installed, constructed, relocated, modified, or expanded, except by a licensed sign contractor, as defined by Sec. 8-272, *Sign Contractors license, required; fee; term*.
4. *Sign Permit Application and Fee.* Each application for a sign permit will be on the written form provided by the City and accompanied by the sign permit fee.
5. *Review Standards.* A sign permit will be issued for a complete application that complies with Division 26-7D, *Signs*.
6. *Issued and In Effect.* Sign permits will be deemed issued and in effect for all signs:
 - A. Existing within the City as of the effective date of this Chapter, except for signs that do not require permits.
 - B. Annexed into the City after the effective date of this Chapter, except for signs that do not require permits. Permits for existing signs will be issued without a fee. This provision may not be construed to relieve any person from the obligation to obtain a sign permit. The issuance and existence of a sign permit may not validate any failure to comply with the provisions of this Chapter, or any other applicable City codes, ordinances, or regulations.
7. *Expiration.* A sign permit expires under any of the following conditions:
 - A. The use associated with the sign is abandoned, unless the sign is deemed historic or part of a historic site.
 - B. The sign is removed or abandoned, as described in Sec. 26-7D-3, *Maintenance, Repair, Removal, and Abandonment*.

- C. The sign has not been completely constructed, installed, placed, changed, relocated, or attached within 180 days from the date of issuance of the sign permit.
- 8. *Denial or Revocation.* The Zoning Administrator, or designee, may deny or revoke a sign permit for any of the following reasons:
 - A. Failure of the sign to comply with this code or the permit terms.
 - B. Failure to permit the City access to inspect the sign for compliance.
 - C. Fraud, misrepresentation, or a false statement in the sign application.
 - D. Failure to submit a complete application and/or the sign permit fee.
- 9. *Sign Permit Fee Refund.* The sign permit fee will not be refunded if a sign permit expires or is denied or revoked.
- 10. *Notice of Denial or Revocation of a Sign Permit*
 - A. *Notice.* Any notice will, at a minimum, state the reason(s) for the denial or revocation and notify the addressee of the right to appeal the denial or revocation pursuant to Sec. 26-9F-2, *Appeal from a Sign Permit Decision*.
 - B. *Revocation.* The Zoning Administrator will send a written notice of the revocation of a sign permit to the sign permit holder at the address provided on the application and to the property owner's address according to the records of the county in which the sign is located.
 - C. *Denial.* The Zoning Administrator, or designee, will send a written notice of denial to the applicant at the address provided on the application form.
- I. [not used]
- J. **Wireless Telecommunication Facilities**
 - 1. *Generally.* The placement, construction, and modification of wireless telecommunication facilities are regulated in this Chapter, except for those small cell wireless facilities in the right-of-way that are regulated by other provisions of this code, including Chapter 30, Article XII, *Standards for Small Cell Facilities and Wireless Support Structures*.
 - 2. *Applicability.* A wireless telecommunication facility regulated by this Chapter requires an administrative permit
 - 3. *Review Standards.* The Zoning Administrator will review the application within a reasonable time period after a complete application is filed, taking into account the nature and scope of the request. The applicant must show in sufficient detail that the proposed wireless telecommunication facility complies with all applicable design and structural requirements set out in Division 26-2E, *Limited and Conditional Use Standards*. The failure to provide adequate information may result in the denial of an administrative permit.
 - 4. *Scope of Approval.* Upon approval, an applicant may proceed in filing other applicable applications or permits, or may proceed with the placement, construction, or modification of the facility as applicable.

Division 26-9E. Adjustment

Sec. 26-9E-1, Conditional Use

A conditional use is a use that is allowed within a district but which is subject to specific scrutiny and a public hearing process in order to reduce the potential for incompatibility with other uses within or adjacent to the district, and adverse visual and aesthetic or other impacts, such as traffic congestion or noise.

- A. **Applicability.** The provisions of this Section are applicable to all uses that are designated as “conditional” in the tables set out in Sec. 26-2C-3, *Residential Permitted Uses*, and Sec. 26-2D-4, *Commercial & Industrial Permitted Uses*, and to the expansion or enlargement of a nonconforming use as set out in Sec. 26-8E-3, *Nonconforming Uses*. The designation of a conditional use means that it is only allowed in a proposed location if all of the conditions applicable to the use, as set out in Division 26-2E, *Limited and Conditional Use Standards*, and all of the other applicable requirements of this Chapter or conditions of the Board of Zoning Appeals (BZA) are met.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The BZA is authorized to approve, approve with conditions, or deny a conditional use permit application. The decision-making procedure is outlined in Sec. 26-8B-7, *Public Hearings*.
- D. **Review Criteria.** The BZA will base its decision on the following:
 1. The proposed conditional use's compliance with all applicable requirements of this Chapter.
 2. The proposed conditional use's impact on the value of other property in the neighborhood.
 3. The location and size of the proposed conditional use, the nature and intensity of the operation involved in or conducted in connection with such use, and the location of the site with respect to the street network will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, the BZA will give consideration to:
 - A. The location, nature, and height of buildings, structures, walls, and fences on the site.
 - B. On-site and off-site vehicular, bicycle, and pedestrian traffic circulation.
 - C. The nature and extent of landscaping and screening on the site.
 4. Adequate utilities, drainage, and other such necessary facilities have been or will be provided.
 5. Provision of bicycle parking and of safe and equitable pedestrian and bicycle access.
 6. Provision of adequate access roads or entrance and exit drives that are designed to prevent traffic hazards and minimize traffic congestion in public streets and alleys.

7. The conditional use's aid in preserving and/or increasing the viability of a designated historic structure, site, or district and/or its historic use.
 8. Any other standards for conditional uses specified in this Chapter.
- E. **Conditions and Restrictions.** The BZA may impose conditions, safeguards, and restrictions upon the subject property to comply with the review criteria of this Section and to carry out the purposes of this Chapter. Failure to comply with such conditions, safeguards, and restrictions constitutes a violation of this Chapter and enables the Zoning Administrator to pursue the enforcement actions established in Division 26-8F, *Enforcement*.
 - F. **Scope of Approval.** Approval or conditional approval authorizes the applicant to proceed on the basis of the BZA decision.
 - G. **Decisions and Records.** A final decision of the BZA occurs upon the majority vote on the conditional use permit application at a public hearing. The BZA will render a written decision without unreasonable delay after the close of the hearing. The Zoning Administrator will maintain complete records of all conditional use permit actions by the BZA.
 - H. **Period of Validity.** A conditional use permit granted by the BZA is valid for a period of 180 days from the date the conditional use was granted. The permit lapses unless within the 180-day period:
 1. A building permit is obtained and the construction, moving, or remodeling of a structure is started; or
 2. A use is commenced or continued pursuant to the conditional use permit.
 - I. [not used]
 - J. **Extension.** Upon request, the BZA may grant additional extensions, not exceeding 180 days each. The request will be considered during a regular BZA meeting as an agenda item but not as a hearing item. No additional notice will be required.

Sec. 26-9E-2, Conditional Use for Registered Nonconforming Use

As stated in Subsec. 26-8E-3E, *Expansion of a Registered Nonconforming Use*, a registered nonconforming use can be expanded by application for a Conditional Use Permit from the Board of Zoning Appeals (BZA), if the requirements of this Section are met.

- A. **Applicability.** The provisions of this Section are applicable to the expansion of a registered nonconforming use, as described in Sec. 26-8E-3, *Nonconforming Uses*. Registered nonconforming uses are a conditional use of the zoning districts in which they are located.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*. Separate requests for an exception or variance approval from the Board of Zoning Appeals may be sought for elements of the building or lot that do not conform to the applicable requirements of this Chapter. Procedures for these applications and review criteria are found in Article 26-8, *Procedures and Administration* and Division 26-9E, *Adjustment*.

- C. **Authority.** The BZA is authorized to approve, approve with conditions, or deny a conditional use permit application to expand a nonconforming use. The decision-making procedure is outlined in Sec. 26-8B-7, *Public Hearings*.
- D. **Review Criteria.** The BZA will base its decision on the following:
1. The proposed expansion of a registered nonconforming use complies with all applicable requirements of this Chapter.
 2. That either the current nonconforming use does not have a significant adverse impact on the public health, safety, or general welfare, and that the proposed expansion will not worsen such impact; or the current nonconforming use does significantly impact the public health, safety or general welfare, and the proposed expansion will be likely to reduce or eliminate such impacts.
 3. That either the current nonconforming use does not have a significant adverse impact on the surrounding neighborhood, and that the proposed expansion will not worsen such impact; or the current nonconforming use does significantly impact the surrounding neighborhood, and the proposed expansion will be likely to reduce or eliminate such impacts.
 4. The existing use continues in a substantially similar form, or in a form that is altered only to make it more modern or efficient.
 5. Adequate utilities, drainage, and other such necessary facilities have been or will be provided.
 6. Safe and equitable pedestrian and bicycle access have been or will be provided, and bicycle parking is provided, where appropriate.
 7. Adequate access roads or entrance and exit drives that are designed to prevent traffic hazards and minimize traffic congestion in public streets and alleys have been or will be provided.
 8. The conditional use's role in preserving and/or increasing the viability of a designated historic structure, site, or district and/or its historic use.
- E. **Conditions and Restrictions.** The BZA may impose conditions, safeguards, and restrictions upon the subject property to comply with the review criteria of this Section and to carry out the purposes of this Chapter. Failure to comply with such conditions, safeguards, and restrictions constitutes a violation of this Chapter and enables the Zoning Administrator to pursue the enforcement actions established in Article 26-11, *Enforcement and Remedies*.
- F. **Scope of Approval.** Approval or conditional approval authorizes the applicant to proceed on the basis of the BZA decision. The decision of the BZA is final and may only be appealed to the District Court.
- G. **Decisions and Records.** A final decision of the BZA occurs upon the majority vote on the conditional use permit application at a public hearing. The BZA will render a written decision without unreasonable delay after the close of the hearing. The Zoning Administrator will maintain complete records of all conditional use permit actions by the BZA. The record of the final decision will be included in the registration of the nonconforming use.

- H. **Period of Validity.** A conditional use permit to expand a nonconforming use granted by the BZA is valid for a period of 180 days from the date the conditional use was granted. The permit lapses unless within the 180-day period:
1. A building permit is obtained and the construction, moving, or remodeling of a structure is started; or
 2. A use is commenced pursuant to the conditional use permit.
- I. [not used]
- J. **Extension.** Upon request, the BZA may grant additional extensions, not exceeding 180 days each. The request will be considered during a regular BZA meeting as an agenda item but not as a hearing item. No additional notice will be required.

Sec. 26-9E-3, Exception

The Board of Zoning Appeals (BZA) may grant exceptions from the provisions of this Chapter on the basis and in the manner provided in this Section, and only in those instances where the BZA is specifically authorized to grant such exceptions. In no event may an exception be granted unless it is specifically listed in this Section.

- A. **Applicability.** The BZA is authorized to grant exceptions from the following requirements:
1. Any bulk regulation set out in Sec. 26-2C-4, *Residential Types and Standards*.
 2. Any requirement for surfacing of off-street parking set out in Sec. 26-7B-7, *Parking Area Design—General Requirements*, provided the BZA also approves a schedule for conformance with the surfacing requirement within a reasonable time period.
 3. Any requirement related to the number of off-street parking spaces set out in Sec. 26-7B-3, *Off-Street Parking*.
 4. Any regulation related to the height or setback of signs set out within the Sec. 26-7D-9, *On-Premise District Regulations*, or Sec. 26-7D-26, *Off-Premise Advertising Signs*.
 5. The height restrictions prescribed by the Airport Overlay (O-A) District set out in Sec. 26-3B-1, *Airport Overlay (O-A) District*, provided the Federal Aviation Administration has provided a determination of no adverse impact on the operation of air navigation facilities and the safe, efficient use of navigable airspace.
 6. Any of the site design or building design standards in Article 26-4, *Design Standards*. See also Subsec. 26-9E-3E, *Additional Review Criteria*, below.
 7. Any of the provisions pertaining to lot size requirements, bulk regulations, collocation, and use limitations found in Division 26-2E-11, *Wireless Telecommunication Towers & Facilities*.
 8. In Sec. 26-7B-9, *Parking Design for Single-Family and Two-Family Residential Uses*, any of the front yard restrictions pertaining to driveways, parking, and landscaping.
 9. The structured parking requirements in Paragraph 26-4B-5G-4, *Structured Parking*.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The BZA is authorized to approve, approve with conditions, or deny an exception application.

- D. **Review Criteria.** The BZA may not grant an exception unless it makes specific, written findings of fact, based upon the particular evidence presented, that all of the following standards have been met:
1. The property complies with all applicable requirements of this Chapter, other than the exception being requested.
 2. The proposed exception will not cause a substantial adverse effect on nearby properties.
 3. The exception will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.
 4. The strict application of this Chapter is unreasonable or unnecessary when all facts and circumstances are considered. In determining this standard, the BZA must weigh all facts and circumstances, and place whatever emphasis and relevance it deems to be appropriate on each. Examples of such facts and circumstances to be considered include whether or not:
 - A. Conditions of the property requiring the exception were created by the applicant with prior knowledge and disregard of applicable regulations.
 - B. The applicant acquired the property with knowledge of the conditions that prompt the exception, and whether or not the consideration for the acquisition took into account such conditions.
 - C. There are reasonable alternatives that would allow the property to meet the strict application of this Chapter.
 - D. Granting of the exception will result in a relative gain to the health, safety, and general welfare of the community.
 - E. The exception will aid in preserving and/or increasing the viability of a designated historic structure, site, or district and/or its historic use.
 5. Consideration of any other standards for exceptions that are specifically identified in this Chapter.
- E. **Additional Review Criteria.** For exceptions sought under Paragraph 26-9E-3A-6, above, the applicant must provide an explanation for why the design standards cannot be met that is satisfactory to the BZA, and must propose an alternative design that meets the purpose of the design standards. Financial hardship is not an acceptable reason for seeking or granting an exception.
- F. **Scope of Approval**
1. *Conditions and Restrictions.* In granting an exception, the BZA may impose conditions, safeguards, and restrictions upon the premises benefitted by the exception, in order to carry out the purposes of this Chapter. Failure to comply with such conditions, safeguards, and restrictions will constitute a violation of this Chapter.
 2. *Decisions and Records.* A final decision of the BZA occurs upon the majority vote on the exception application at a public hearing. The BZA will render a written decision on an application without unreasonable delay after the close of the hearing. The Zoning Administrator will maintain complete records of all exception application actions.

3. Approval or conditional approval authorizes the applicant to proceed on the basis of the BZA decision.
- G. **Period of Validity.** An exception granted by the BZA is valid for a period of 180 days from the date the BZA granted the exception. The approval lapses unless within the 180-day period:
 1. A building permit is obtained and the construction, moving, or remodeling of a structure is started; or
 2. A use is commenced or continued pursuant to the exception.
- H. **Extension.** Upon request, the BZA may grant additional extensions, not exceeding 180 days each. The request will be considered during a regular BZA meeting as an agenda item but not as a hearing item. No additional notice will be required.

Sec. 26-9E-4, Variance

A variance is a grant of relief from provisions of this Chapter that result in unnecessary hardship. Only when such hardships or difficulties are not provided remedy elsewhere in this Chapter is a variance appropriate.

- A. **Applicability.** The provisions of this Section are applicable in instances where an unnecessary hardship may be caused by the strict interpretation and application of this Chapter, subject to the limitations of Subsection 26-9E-6E, *Matters Not Subject to a Variance*, below.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Board of Zoning Appeals (BZA) is authorized to approve, approve with conditions, or deny a variance application.
- D. **Review Criteria.** The BZA may not grant a variance unless it finds, in each case, based upon the particular evidence presented to it, that all of the following criteria have been satisfied:
 1. The variance arises from one or more conditions unique to the property that are not ordinarily found in the same zoning district, and are not created by an action or actions of the property owner or the applicant.
 2. The strict application of this Chapter will constitute unnecessary hardship upon the property owner.
 3. Granting the variance will not adversely affect the rights of adjacent property owners or residents.
 4. The variance desired will not adversely affect the public health, safety, or general welfare.
 5. Granting the variance will not violate the general spirit and intent of this Chapter.
- E. **Matters Not Subject to a Variance.** The BZA does not have the authority to grant a variance for any of the following:
 1. Building or fire codes.
 2. The terms of one or more conditions of approval imposed by an administrative body. Modifications to conditions of approval must be sought from the body that granted the approval.

3. Variances that would have the effect of making existing illegal nonconforming or illegal construction (buildings and structures), site improvements, parking, signage, lighting, or landscaping conforming. Nonconforming situations are subject to the requirements of Division 26-8E, *Nonconformities*.
4. Variances that would allow a prohibited use.
5. Variances that would allow a prohibited sign.
6. Variances that would constitute a change in district boundaries.
7. Variances used to modify any requirements set out in Division 26-2E, *Limited and Conditional Use Standards*.
8. State or federal laws or regulations unless such authority is expressly granted to the City.

F. Scope of Approval

1. *Conditions and Restrictions.* The BZA may impose conditions, safeguards, and restrictions upon the premises benefited by the variance to comply with the standards of this Section, and to carry out the purposes of this Chapter. Failure to comply constitutes a violation of this Chapter.
2. *Decisions and Records.* A final decision of the BZA occurs upon the majority vote on the variance request at a public hearing. The BZA will render a written decision without unreasonable delay after the close of the hearing. The Zoning Administrator will maintain complete records of all variance actions.
3. *Runs with the Land.* An approved variance will run with the land, unless otherwise conditioned by the BZA.
4. The decision of the BZA to approve, conditionally approve, or deny an application for a variance is final. Approval or conditional approval authorizes the applicant to proceed on the basis of the BZA decision.

G. Period of Validity. A variance granted by the BZA is valid for a period of 180 days from the date the variance was granted. The approval lapses unless within the 180-day period:

1. A building permit is obtained and the construction, moving, or remodeling of a structure is started; or
2. A use is commenced or continued pursuant to the variance.

H. Extension. Upon request, the BZA may grant additional extensions, not exceeding 180 days each. The request will be considered during a regular BZA meeting as an agenda item but not as a hearing item. No additional notice will be required.

Sec. 26-9E-5, Variance to Floodplain Regulation

The Board of Zoning Appeals (BZA) may grant variances from the floodplain regulations set out in Article 26-6, *Environmental Standards*, subject to the requirements of this Section, and following the application and hearing procedures in Division 26-8B, *General Procedures*.

A. Applicability

1. *Regulatory Floodway.* Variances may not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result, which must be determined by a professional engineer, licensed in the State of Kansas, provided at the time of the application to the BZA.

2. *Historic Places.* The BZA may authorize issuance of a variance for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the Register of Historic Kansas Places, or Manhattan Register of Historic Places without regard to the requirements set out in Article 26-6, *Environmental Standards*.
3. *New Construction or Substantial Improvement.* No variance may be issued in connection with new construction or substantial improvements except upon:
 - A. A lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level; or
 - B. A lot of any size which, because of physical limitations, legal restrictions enforceable by the City, or these regulations, is incapable of being subdivided, and which is contiguous to and surrounded by lots with existing structures constructed below the base flood level; or
 - C. A lot of any size possessing a condition unique to the property in question, not ordinarily found in the same zoning district, and not created by an action or actions of the property owner or applicant.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Board of Zoning Appeals is authorized to approve, approve with conditions, or deny a floodplain regulation variance application.
- D. **Review Criteria.** Variances may only be issued upon:
 1. A showing of good and sufficient cause.
 2. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
 3. A determination that the granting of an variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 4. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- E. **Scope of Approval**
 1. The decision of the BZA to approve, conditionally approve, or deny an application for an variance is final and may only be appealed to the District Court. Approval or conditional approval authorizes the applicant to proceed on the basis of the BZA decision.
 2. Upon approval of an variance, the Floodplain Administrator will notify the applicant in writing that:
 - A. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the City.
 - B. The issuance of an variance to construct a structure below the base flood level could result in increased premium rates for flood insurance.
 - C. Such construction below the base flood level increases risks to life and property.

3. The Floodplain Administrator will maintain a copy of the written findings of fact, written decisions, and notices issued by the BZA for any variance granted under this Section. The Floodplain Administrator will report such variances issued in its annual or biennial report submitted to Kansas Department of Agriculture, Division of Water Resources.

Sec. 26-9E-6, Modification to a Residential Master Plan (MP) Development

This Section defines the parameters for modification of a residential master plan development, including the discrimination between major and minor modifications, and the application steps for a modification of each type.

- A. **Applicability.** An applicant may apply for a minor or major modification to a residential master plan development in the RL, RL-A, RM, or RH districts. If the modification sought exceeds the parameters of both a minor or major modification, then it will be treated as a proposed amendment, pursuant to subsection 26-9D-1G, *DP Modifications and Amendments*.
- B. **Serial Modifications.** A series of minor modifications that, cumulatively, exceed a minor modification threshold are prohibited. An application for a modification under this Section will be measured and considered in relationship to a “baseline”, that is, the parameters and/or requirements of the originally approved development plan, without consideration of any intermediate or subsequent major or minor modifications.
- C. **Determination of Major and Minor.** The thresholds listed in Table 26-9E-6.1 determine if a modification request is a minor or major modification.

Table 26-9E-6.1. Thresholds to distinguish major and minor modifications of residential master plan developments	
Major	Minor
1. An increase in residential density of more than five percent that does not exceed the maximum density allowed by the district where the property is located.	1. An increase in residential density of five percent or less that does not exceed the maximum density allowed by the district where the property is located.
2. An increase in floor area of a nonresidential use of more than 10 percent but less than 25 percent.	2. An increase in floor area or building footprint of a non-residential use of 10 percent or less.
3. A change to the approved use category within the master development plan not exceeding 25 percent of the plan area.	3. A change to the approved use category within the master development plan not exceeding five percent of the plan area.
4. A change to the subtype of a residential use category (e.g. duplex units changed to a townhouse units) where indicated by Table 26-9E-6.2, Land Use Change Allowances, within 500 feet of an adjacent property outside of the master development plan.	4. A change to the subtype of a residential use category (ex. duplex units changed to townhouse units) where indicated by Table 26-9E-6.2, Land Use Change Allowances, and not within 500 feet of an adjacent residential district outside of the master planned residential district.

Table 26-9E-6.1. Thresholds to distinguish major and minor modifications of residential master plan developments	
Major	Minor
5. A change to the subtype of a non-residential use category (e.g.. general office changed to medical clinic) if a. such subtype is explicitly allowed in the development plan b. it is within 500 feet of property outside the master planned residential district	5. A change to the subtype of a non-residential use category (e.g.. general office changed to medical clinic) if a. such subtype is explicitly allowed in the development plan b. it is more than 500 feet from a low-density residential type within the master planned residential district
6. A decrease in open space of more than 5 percent but less than 15 percent.	6. A decrease in open space of up to 5 percent.
7. Public or private amenities, such as trails or playgrounds, are substantially changed.	7. Changes to public or private amenities, such as trails or playgrounds, that do not diminish the amenity more than five percent.
8. Relocation of open space that would change the character of the development	8. There is an increase or decrease in open space, or a negligible relocation of open space, that will not change the character of the development.
9. Changes to the grading plan, traffic circulation plan, or drainage plan that are determined to be substantial by the Zoning Administrator or City Engineer	9. Changes to the grading plan, traffic circulation plan, or drainage plan that are determined to be negligible by the Zoning Administrator or City Engineer
10. n/a	10. Corrections of minor drafting errors
11. Substantial changes to the configuration of structures	11. Minor changes to the configuration of structures that do not negatively affect pedestrian circulation
12. Reconfiguration of parking, loading, and stacking areas that results in the net loss of spaces.	12. Reconfiguration of parking, loading, and stacking areas that results in no net loss of parking spaces
13. Extension of an approved DP by more than 90 days but no more than 180 days.	13. Extension of an approved DP by 90 or fewer days.

D. Major Modification

1. *Procedure.* A major modification under this subsection is subject to the Type-II review process in accordance with Article 26-8, Procedures and Administration.
2. *Authority.* The Planning Board is authorized to approve, approve with conditions, or deny a major modification application based upon the criteria of paragraph 26-9E-6D-3, *Review*, below, provided that the Zoning Administrator determines that such proposed modification is contained in the "major" column of Table 26-9E-6.1.
3. *Review.* The Planning Board may only approve an application if it finds that the proposed modification will:
 - A. Promote the efficient development and preservation of the entire development.
 - B. Result in a relative gain to the public health, safety, convenience, or general welfare.
 - C. Have an insignificant effect on the character or impact of the development.

E. Minor Modification

1. *Procedure.* A minor modification under this subsection is subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*.
2. *Authority.* The Zoning Administrator is authorized to approve, approve with conditions, or deny a minor modification application.
3. *Acceptable minor modifications.* A proposed minor modification will be approved if it is contained in the "minor" column of Table 26-9E-6.1.

- F. Effect of Approval.** Upon approval or conditional approval of the modification, the applicant must file a modified development plan with the City. Then the applicant may proceed in filing an application for the next step in the development review process, or continue development in accordance with the terms and conditions of the modified master development plan.

Table 26-9E-6.2 Land Use Change Allowances											
		Change to									
		Site-Built Home	Factory Built	Patio Home	Twin Home	Duplex	Town-house	Small Apt.	Med. Apt.	Large Apt.	Mid-Rise
Change from	Site-Built Home		P	P	-	-	-	-	-	-	-
	Factory Built	P		P	-	-	-	-	-	-	-
	Patio Home	P	P		P	-	-	-	-	-	-
	Twin Home	P	P	P		P	-	-	-	-	-
	Duplex	P	P	P	P		-	-	-	-	-
	Town-house	P	P	P	P	P		P	-	-	-
	Small Apt.	P	P	P	P	P	P		P	-	-
	Med. Apt.	-	-	-	P	P	P	P		-	-
	Large Apt.	-	-	-	-	-	P	P	P		-
	Mid-Rise	-	-	-	-	-	-	-	P	P	

Sec. 26-9E-7, Modification to a PD Final Development Plan

This Section defines the parameters for modification of a final development plan for a planned development (PD) floating zone, including the discrimination between major and minor modifications, and the application steps for a modification of each type.

- A. **Applicability.** An applicant may apply for a minor or major modification to a final development plan for a planned development (PD) floating zone.
- B. **Amendment.** If the modification sought exceeds the parameters of both a minor or major modification, then it will be treated as a proposed amendment to the preliminary development plan, which the Planning Board will review and make a recommendation to the City Commission, which will then approve, conditionally approve, or deny based upon the factors for consideration of approval for preliminary development plans set forth in Subsec. 26-9D-2C, *Review Factors*. The City Commission's approval or conditional approval must be by ordinance.
- C. **Serial Modifications.** A series of minor modifications that, cumulatively, exceed a minor modification threshold are prohibited. An application for a modification under this Section will be measured and considered in relationship to a "baseline", that is, the parameters and/or requirements of the originally approved development plan, without consideration of any intermediate or subsequent major or minor modifications.
- D. **Determination of Major and Minor.** The thresholds listed in Table 26-9E-7.1 determine if a modification request is a minor or major modification.

Table 26-9E-7.1 Thresholds to distinguish major and minor modifications of final development plans	
Major	Minor
1. An increase in residential density of five percent or less of more than 25% but no more than 50% of the development area	1. An increase in residential density of five percent or less of 25% or less of the development area
2. An increase in gross floor area of a residential building of more than 10 percent	2. An increase in the gross floor area of a residential building of 10 percent or less
3. An increase in lot coverage of a residential building of more than 10 percent	3. An increase in lot coverage of any principal building of 10 percent or less
4. An increase in floor area of a non-residential use of more than 10 percent	4. An increase in the floor area of a non-residential use of 10 percent or less
5. A reduction or relocation of open space that would change the character of the development	5. An increase in open space or a relocation of open space that would not change the character of the development
6. An increase in the size of approved signage of more than 20 percent, an increase in the number of signs of more than 20 percent, or changes to the signage type(s) and illumination characteristics	6. An increase in the size of approved signage of up to 20 percent, or an increase in the number of signs of up to 20 percent, as long as the signage type(s) and illumination characteristics are not changed. Also allowed: design, materials, locations, placements, and orientations of signs.
7. Changes to the site plan, grading plan, traffic circulation plan, or drainage plan that will negatively impact the site or development, as determined by the Zoning Administrator or City Engineer	7. Changes to the site plan, grading plan, traffic circulation plan, or drainage plan that are determined to be negligible by the Zoning Administrator or City Engineer
8. n/a	8. Corrections of minor drafting errors
9. Substantial changes to the configuration of structures	9. Minor changes to the configuration of structures that do not negatively affect pedestrian circulation
10. Reconfiguration of parking, loading, and stacking areas that results in a net loss of spaces	10. Reconfiguration of parking, loading, and stacking areas that results in no net loss of parking spaces

E. Major Modification

1. *Procedure.* A major modification under this subsection is subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
2. *Authority.* The Planning Board is authorized to approve, approve with conditions, or deny a major modification application based upon the criteria of paragraph 26-9E-7D-3, *Review*, below, provided that the Zoning Administrator determines that such proposed modification is contained in the "major" column of Table 26-9E-7.1.
3. *Review.* The Planning Board may only approve an application if they find that the proposed modification will:
 - A. Promote the efficient development and preservation of the entire development.
 - B. Result in a relative gain to the public health, safety, convenience, or general welfare.
 - C. Have an insignificant effect on the character or impact of the development.

F. Minor Modification

1. *Procedure.* A minor modification under this subsection is subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*.
 2. *Authority.* The Zoning Administrator is authorized to approve, approve with conditions, or deny a minor modification application, provided that at least one year has passed since any previous minor modifications, and such proposed modification would not violate an express condition of the ordinance which approved the original final development plan.
 3. *Acceptable Minor Modifications.* A proposed minor modification to a final development plan will be approved if it is contained in the the "minor" column of Table 26-9E-7.1.
- G. **Scope of Approval.** Upon approval or conditional approval of the modification, the applicant must file a modified final development plan with the City. Then the applicant may proceed in filing an application for the next step in the development review process, or continue development in accordance with the terms and conditions of the modified development plan.

Sec. 26-9E-8, Modification to an MU Development Plan

This Section defines the parameters for modification of a mixed-use development plan, including the discrimination between major and minor modifications, and the application steps for a modification of each type.

- A. **Applicability.** An applicant may apply for a minor or major modification to the approved site development plan for a Mixed-Use (MU) district.
- B. **Serial Modifications.** A series of minor modifications that, cumulatively, exceed a minor modification threshold are prohibited. An application for a modification under this Section will be measured and considered in relationship to a "baseline", that is, the parameters and/or requirements of the originally approved development plan, without consideration of any intermediate or subsequent major or minor modifications.
- C. **Determination of Major and Minor.** The thresholds listed in Table 26-9E-8.1 determine if a modification request is a minor or major modification.

Table 26-9E-8.1. Thresholds to distinguish major and minor modifications of mixed-use development plans	
Major	Minor
1. Additional street intersections or access points at the edges of the development plan area, or significant changes to intersections, access points, or traffic circulation within the development plan area.	1. Minor changes to intersections, access points, or traffic circulation within the development plan area.
2. Changes to the grading plan or drainage plan that are determined to be substantial by the Zoning Administrator or City Engineer	2. Changes to the grading plan or drainage plan that are determined to be negligible by the Zoning Administrator or City Engineer
3. Substantial changes to the configuration of structures	3. Minor changes to the configuration of structures that do not negatively affect pedestrian circulation
4. Reconfiguration of parking, loading, and stacking areas that results in the net loss of spaces.	4. Reconfiguration of parking, loading, and stacking areas that results in no net loss of parking spaces
5. Relocation of open space that would change the character of the development	5. Relocation of open space that will not change the character of the development.
6. n/a	6. Corrections of minor drafting errors

D. Major Modification

1. *Procedure.* A major modification under this subsection is subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
2. *Authority.* The Planning Board is authorized to approve, approve with conditions, or deny a major modification application based upon the criteria of paragraph 26-9E-8D-3, *Review*, below, provided that the Zoning Administrator determines that such proposed modification is contained in the "major" column of Table 26-9E-8.1.
3. *Review.* The Planning Board may only approve an application if it finds that the proposed modification will:
 - A. Promote the efficient development and preservation of the entire development.
 - B. Result in a relative gain to the public health, safety, convenience, or general welfare.
 - C. Have an insignificant effect on the character or impact of the development.

E. Minor Modification

1. *Procedure.* A minor modification under this subsection is subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*.
2. *Authority.* The Zoning Administrator is authorized to approve, approve with conditions, or deny a minor modification application.
3. *Acceptable minor modifications.* A proposed minor modification will be approved if it is contained in the "minor" column of Table 26-9E-8.1.

- F. **Effect of Approval.** Upon approval or conditional approval of the modification, the applicant must file a modified site development plan with the City. The applicant may then continue development in accordance with the terms and conditions of the modified site development plan.

Division 26-9F. Appeal

Sec. 26-9F-1, General Provisions for Appeals

This Division establishes the types of appellate recourses available, the authority for each type, scope of appellate authority, and provision of records.

- A. **Applicability.** Table 26-9F-1.1, *Appeal Types and Deadlines*, designates the internal appellate recourse for various decisions controlled by this Chapter, unless an exception in Paragraph 26-9F-1B, *Specific Matters Not Subject to Internal Appeal*, below, applies. Decisions on land use actions without internal appellate recourse may be appealed to the district court.

Table 26-9F-1.1 Internal Appeal Types and Deadlines		
Appeal Type	Appellate Authority	Deadline to Appeal (calendar days)
Type-I Decision on sign permits only	City Manager	within 10 days of the final decision
Type-I Decision on Minor Review for Certificate of Appropriateness only	HRB	within 10 days of the final decision
Type-II Decision	BZA	within 30 days of the final decision
Type-III Decision on: Master Development Plan, PD Preliminary or Final Development Plan, or a Major Review for a Certificate of Appropriateness	City Commission	within 30 days of the final decision

- B. **Specific Matters Not Subject to Internal Appeal**
1. Type-I decisions, except as noted in Table 26-9F-1.1.
 2. Staff's recommendations to boards, committees, or the City Commission.
 3. Type-II and Type-III recommendations by the Planning Board, except recommendations on rezoning actions are subject to protest petition under K.S.A. 12-757.
 4. Decisions on an administrative appeal (e.g., if an appeal is taken to the BZA regarding a decision of the Zoning Administrator to deny an application, then the decision of the BZA with respect to that appeal is not reviewable by the City Commission on a second administrative appeal).
- C. **Authority and Limitations.** The appellate body will hear and decide appeals from, and review orders, decisions, determinations, or the failure to act, of an administrative body. To that end, the appellate body has the same powers and is subject to the same standards and limitations as the administrative body with respect to any order, decision, or determination being appealed.
- D. **Provision of Decision Record.** An appeal application must specify the grounds for the appeal. Upon receipt of the application, the administrative body whose interpretation or

final action is being appealed will transmit to the Zoning Administrator all of the documents constituting the record that the decision being appealed was based on.

Sec. 26-9F-2, Appeal from a Sign Permit Decision

An appeal may be made to the City Manager by the permit applicant after a decision of the Zoning Administrator to deny a sign permit application.

- A. **Applicability.** Refer to Sec. 26-9F-1, *General Provisions for Appeals*.
- B. **Procedure.** The land use actions in this Section are subject to the Type-I review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The City Manager is authorized to approve, approve with conditions, or deny an appeal application. The decision of the City Manager is final.
- D. **Review Criteria.** The City Manager may approve, conditionally approve, or deny the appeal in accordance with the review criteria of the respective application, provided the permit being appealed:
 - 1. Meets the purposes of this Chapter.
 - 2. Complies with all applicable local, state and federal laws.
 - 3. Complies with all applicable building, electrical, fire, and life safety codes, and is inspected prior to occupancy.
 - 4. Is, or may be, compatible with surrounding land uses and will not materially detract from the character of the immediate area or negatively affect development of the surrounding area.
 - 5. Is suitable for the site proposed relative to protecting site resources, preserving open space and views, and mitigating environmental impacts.
- E. **Scope of Approval.** The City Manager will issue a written decision with findings to affirm, overturn, or modify the denial of the Zoning Administrator. The decision of the City Manager is final.

Sec. 26-9F-3, Appeal from a Minor Review for a Certificate of Appropriateness

An appeal may be made to the Historic Resources Board (HRB) from the Zoning Administrator's decision to approve, approve with conditions, or deny a Certificate of Appropriateness for a minor historic review of a project affecting a historic structure, site, or district listed on the Manhattan Register of Historic Places.

- A. **Applicability.** Refer to Sec. 26-9F-1, *General Provisions for Appeals*.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The HRB is authorized to approve, approve with conditions, or deny an appeal application.
- D. **Review Criteria.** The HRB may approve, conditionally approve, or deny the appeal in accordance with the review criteria found in Sec. 26-9D-5 of this Chapter.
- E. **Scope of Approval.** The HRB will issue a written decision with findings to affirm, overturn, or modify the denial of the Zoning Administrator. The decision of the HRB is further appealable to the City Commission, per Sec. 26-9F-5, *Appeal from a Type-II Decision*.

Sec. 26-9F-4, Appeal from a Type-I Decision

An appeal may be taken to the Board of Zoning Appeals (BZA) by any person aggrieved by any officer or department of the City on certain matters addressed in this Chapter.

- A. **Applicability.** Refer to Sec. 26-9F-1, *General Provisions for Appeals*.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The BZA is authorized to approve, approve with conditions, or deny an appeal application.
- D. **Review Criteria.** The criteria used by the appellate bodies in their decision may include such order or determination as, in their opinion, is proper to be made given the facts of the appeal and their findings. Generally, the decision must determine whether or not the appeal is the result of an incorrect interpretation of this Chapter.
- E. **Scope of Approval**
 - 1. *Stay of Proceedings.* The filing of an appeal stays all enforcement proceedings in furtherance of the action appealed from unless the Zoning Administrator factually certifies to the City Manager, City Commission, or BZA that a stay would cause imminent peril to life or property.
 - 2. *Action of BZA.* The BZA may affirm or reverse, wholly or partly, or may modify the final action from which the applicant has appealed. To that end, the BZA has all the powers of the original administrative official and may attach appropriate conditions and may direct the issuance of a subsequent permit. The BZA will render a written decision on the appeal without unreasonable delay after the close of a public hearing.

Sec. 26-9F-5, Appeal from a Type-II Decision

An appeal may be taken to the City Commission by any person aggrieved by a decision of the Planning Board or the Historic Resources Board on certain matters addressed in this Chapter.

- A. **Applicability.** Refer to Sec. 26-9F-1, *General Provisions for Appeals*.
- B. **Procedure.** The land use actions in this Section are subject to the Type-II review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The City Commission is authorized to approve, approve with conditions, or deny an appeal application.
- D. **Review Criteria.** The Commission may approve, conditionally approve, or deny the appeal in accordance with the review criteria of the respective application.
- E. **Review Criteria for Certificate of Appropriateness.** In addition to Subsec. 26-9F-5D, when hearing an appeal concerning a denial of a Certificate of Appropriateness, the City Commission may approve or conditionally approve the certificate, provided it finds:
 - 1. There is no feasible and prudent alternative to the proposal.
 - 2. Damage to historic resources will be minimized.
- F. **Scope of Approval.** The City Commission will issue a written decision with findings to affirm, overturn, or modify the denial or revocation action of the Planning Board or Historic Resources Board. The decision of the City Commission is final.

Division 26-9G. Amendment

Sec. 26-9G-1, Development Code Amendment

- A. **Applicability.** The City Commission may amend the text of this Chapter to implement the Comprehensive Plan, to conform to state or federal legal requirements, to address changing or changed conditions, or to otherwise advance the public health, safety, and welfare of the citizens of Manhattan.
- B. **Procedure.** Code amendments are subject to the Type-III review process in accordance with Article 26-8, *Procedures and Administration*.
- C. **Authority.** The Planning Board or City Commission may initiate by motion the process to amend this Chapter. The Planning Board is authorized to recommend and the City Commission is authorized to approve, modify, or deny a proposed amendment.
- D. **Review Criteria.** The Planning Board will base its recommendation to the Commission on the following:
 - 1. The public benefit of the amendment.
 - 2. Consistency with the purposes of this Chapter set out in Sec. 26-1A-3, *Purposes*.
 - 3. The areas that are most likely to be directly affected by such change, and in what way the areas may be affected.
 - 4. The necessity of the proposed amendment because of changed or changing conditions in the districts affected, or in the Manhattan Urban Area.
 - 5. Consistency of the proposed amendment with the purposes of the policies and goals in the Comprehensive Plan, or, if it is related to a topic that is not mentioned or fully developed in the Plan, the proposed amendment does not impair the implementation of the Plan when compared to the existing Chapter.
- E. **Scope of Approval**
 - 1. A code amendment does not authorize rezoning or development. Any development that occurs after the Commission adopts the amendment is subject to all applicable requirements of this Chapter, as revised by the amendment.
 - 2. An ordinance (or summary) adopting a code amendment will be published in an official newspaper in accordance with Kansas law.

Sec. 26-9G-2, Historic Designation

The purpose of historic designation is to preserve and protect the historic integrity of existing historic resources and to ensure historic compatibility through review of renovations, rehabilitation, additions, demolitions, redevelopment, or other changes while promoting reasonable use, adaptive reuse, and modification of such resources. The City Commission may by ordinance designate a structure, site, or district as historic on the Manhattan Register of Historic Places (the Register) and apply standards and procedures different from those of this Chapter.

- A. **Applicability.** Designation, modification, or rescission of a historic structure, site, or district may only be initiated as follows:
 - 1. *Nomination for Designation or Application for Amendment or Rescission.* Any person, board, commission, or organization may file a nomination to designate a

structure, site, or district in the Register, or an application for amendment or rescission of a designation, provided property owner consent has been provided as required by Paragraph 26-9G-2A-2, *Owner Consent*.

2. **Owner Consent.** The requirements for owner consent for various actions are as follows.
 - A. Nominations or applications filed for an amendment or rescission of an individual site or structure require all owners of record provide written consent to the designation, amendment, or rescission.
 - B. Nominations filed for a new historic district require owners of more than 50 percent of the area in the proposed district provide written consent to the designation.
 - C. Applications filed to amend or rescind an existing historic district require owners of more than 50 percent of the area in the existing district (or proposed district in the case of amending a boundary) provide written consent.
3. **Certification of Owner Consent.** Within 10 business days of receipt of a nomination for designation, or an application for the modification or rescission of a historic structure, site, or district, the Zoning Administrator will certify that adequate evidence of the owner(s) of record's consent has been provided.
- B. **Nomination for Designation.** The nomination of a structure, site, or district to the Register must be made on a form prepared and approved by the Historic Resources Board (HRB). The nomination must be supplemented with documentation sufficient for the HRB and City Commission to make a determination about the historic significance of the nominated structure, site, or district, and prescribe appropriate design standards.
- C. **Application for Amendment or Rescission.** The application for the amendment or rescission of a designated structure, site, or district must be made on a form prepared and approved by the HRB. The application must provide documentation sufficient for the HRB to make a determination as to the appropriateness the amendment or rescission pursuant to this Section. Such application must state the change in circumstances with respect to the existing designation justifying the amendment or rescission. A change in owner consent alone is not a sufficient basis for amendment or rescission of an existing designation.
- D. **Procedure.** The land use actions in this Section are subject to the Type-III review process in accordance with Article 26-8, *Procedures and Administration*. Notwithstanding Article 26-8, within 60 days of the Zoning Administrator's receipt of a complete application and certification of owner consent, the HRB will hold a public hearing on a submitted nomination for designation or application for amendment or rescission of an existing designation pursuant to this Section.
- E. **Review of Nomination for Historic Designation.** The HRB is authorized to recommend a historic designation to the City Commission. To recommend designation, the HRB must find the nominated structure, site, or district possesses sufficient integrity of location, design, materials, workmanship, or association to make it worthy of preservation or restoration, and possesses significant historical, archeological, and/or architectural qualities. The HRB must base its finding on one or more of the following factors:

1. *Character, Interest, or Value.* The proposed structure, site, or district has character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country.
 2. *Prehistoric or Historic Source.* The proposed structure, site, or district has yielded or is likely to yield important historical or prehistorical information.
 3. *Utilitarian Structure.* The proposed structure, site, or district possesses character is a particularly fine or unique example of a utilitarian structure, including farmhouses, gas stations, street, public works facility, or other commercial structures, with a high level of integrity or architectural significance.
 4. *Visual Feature.* The proposed structure, site, or district has a unique location or singular physical characteristics that make it an established or familiar visual feature.
 5. *Significance or Innovation.* The proposed structure, site, or district embodies elements of design, detailing, materials, or craftsmanship that render it architecturally significant or innovative.
 6. *Design Professional.* The proposed structure, site, or district is identifiable as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country.
 7. *Architectural Style.* The proposed structure, site, or district embodies distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of materials.
 8. *Significant Person.* The proposed structure, site, or district is identified with a person or persons who significantly contributed to the community, county, state, or country.
 9. *Significant Event.* The proposed structure, site, or district was the site of a significant local, county, state, or national event.
- F. **Boundary Justification for Nominated Districts.** In addition to the review factors, to recommend designation of a historic district, the HRB must find the proposed boundary of the nominated historic district is appropriate in order to preserve and protect the integrity of historic resources and their surroundings. The HRB must find the following criteria are met:
1. At least 50% of the number of properties within the proposed boundary contain contributing resources.
 2. The proposed boundary is contiguous and the district extent contains no holes or islands.
 3. The proposed boundary perimeter generally follows streets, alleys, property lines, and/or existing natural features.
 4. Generally, the proposed district boundary is geometrically simple and not manipulated to clearly include or exclude properties for purposes unrelated to this Section.
- G. **Design Guidelines.** In reviewing a nomination to designate a structure, site, or district in the Register, or an application for amendment or rescission of a designation, the HRB may prescribe the following types of design guidelines as criteria for issuing or denying a Certificate of Appropriateness, as set forth in Sec. 26-9D-4, *Historic Review*:

1. *Demolition.* Features, structures, etc. that may or may not be demolished and any conditions that must be met prior to approval of the proposed demolition.
 2. *Exterior Alterations.* Features, structures, etc. that may be altered, including appropriate height and area regulations, setback requirements, and minimum dwelling size or floor area regulations, as well as any conditions that must be met prior to approval of a proposed alteration.
 3. *Additions.* Placement, size, shape, material, etc. of the types of acceptable additions, including appropriate height and area regulations, setback requirements, or minimum dwelling size or floor area regulations.
 4. *New Structures.* Placement, size, shape, material, etc. of the types of acceptable new structures, including appropriate height and area regulations, setback requirements, or minimum dwelling size or floor area regulations, as well as any conditions that must be met prior to approval of a proposed new structure.
 5. *Site Alterations.* Types of acceptable site alterations and any conditions that must be met prior to approval of a proposed site alteration.
 6. *Sign Regulations.* Type, placement, size, etc. of acceptable signs, as well as any conditions that must be met prior to approval of a proposed sign or alteration of an existing sign.
 7. *Parking regulations.* Parking regulations, i.e. placement, number, paving material, etc.
 8. *Interior Alterations.* Types of acceptable interior alterations and any conditions that must be met prior to approval of a proposed interior alteration.
 9. *Noncontributing Resources.* What guidelines may apply specifically to identified noncontributing resources.
 10. *Other.* Any other design guideline criteria as may be appropriate to adequately preserve historic resources in the proposed district and any conditions that must be met prior to approval of any work.
- H. **Recommendation to Designate.** At the close of the HRB's public hearing for a nomination, the HRB may make a recommendation to the City Commission to designate the historic structure, site, or district if it meets the applicable criteria in this section. The HRB may make amendments to the nomination as it sees fit in order to recommend designation. A recommendation to designate shall be accompanied by the following:
1. The HRB's findings under each of the factors listed in Subsec. 26-9G-2E, *Review of Nomination for Historic Designation*.
 2. The HRB's findings under each of the factors listed in Subsec. 26-9G-2F, *Boundary Justification for Nominated Districts*.
 3. Any design guidelines established by the HRB as set forth in Subsec. 26-9G-2G, *Design Guidelines*.
 4. Addresses and/or legal descriptions of all nominated property.
 5. A map showing the extent of the structures, sites, or district boundary to be designated. Maps of proposed historic districts must exhibit which properties are determined by the HRB to be contributing resources and non-contributing resources.

- I. **Rejection.** At the close of the HRB's public hearing, the HRB may reject the nomination of the historic structure, site, or district if it fails to meet the requirements of this Section. The HRB must give reasons for the rejection, citing specific requirements not met. Rejection of a nomination by the HRB is a final decision and the application cannot be considered by the City Commission. An application for a nomination substantially similar to that rejected by the HRB which does not address the reasons for rejection cited by the HRB will not be accepted by the Zoning Administrator within 18 months of the HRB's rejection.
- J. **Review of an Application to Amend or Rescind.** To recommend amendment or rescission of a historic structure, site, or district, the HRB must find that the proposed amendment or rescission is appropriate because one of the following applies:
 1. The relevant review factors found in Subsec. 26-9G-2E, *Review of Nomination for Historic Designation* weigh in favor of the amendment or rescission, and in the case of a district, the amendment or rescission would either:
 - A. Create a boundary that meets the criteria of Subsec. 26-9G-2F, Boundary Justification for Districts; or
 - B. Eliminate a district with a boundary that does not meet the criteria of Subsec. 26-9G-2F, Boundary Justification for Districts.
 2. Substantial damage incurred by flood, fire, wind, storm, earthquake, or any other calamity, other than by a willful act of the property owner, makes such modification or rescission appropriate.
 3. The historic integrity or significance of the designated structure, site, or district has changed by any means other than a willful act or inaction of the property owner, and the application proposes an amendment or rescission reacting to such change in a manner consistent with this Section.
- K. **Commission Nomination Consideration.** Within 60 days of an HRB recommendation to designate a historic structure, site, or district, the City Commission will consider the recommendation.
 1. *Acceptance.* If the City Commission accepts the recommendation it shall designate the historic structure, site, or district, by ordinance. The ordinance must include the legal description of all designated property, a map showing the extent of the structures, sites, or district boundary to be designated, and where applicable, design guidelines and/or a list of which properties within a designated historic district are considered contributing resources and non-contributing resources.
 2. *Rejection.* If the City Commission rejects the recommendation for designation, then it must give reasons for its rejection, citing the specific requirements of this Section which the nomination did not meet. The rejection of a nomination for historic designation by the City Commission will be a final decision. An application for a nomination substantially similar to that rejected by the City Commission which does not address the reasons for rejection cited by the City Commission will not be accepted by the Zoning Administrator within 18 months of the City Commission's rejection.

- L. **Commission Amendment or Rescission Consideration.** Within 60 days of an HRB recommendation to amend or rescind a historic structure, site, or district, the City Commission will consider the recommendation.
1. *Acceptance.* If the City Commission accepts the recommendation it shall adopt an ordinance to respectively amend or rescind the previous ordinance designating the historic structure, site, or district. The ordinance must include the legal description of all affected property and a map showing the extent of the structures, sites, or district boundary to be affected.
 2. *Rejection.* If the City Commission rejects the recommendation, then it must give reasons for its rejection, citing the specific requirements of this Section which the nomination did not meet. The rejection of an amendment or rescission of a historic designation by the City Commission will be a final decision. An application for a substantially similar request to that rejected by the City Commission which does not address the reasons for rejection cited by the City Commission will not be accepted by the Zoning Administrator within 18 months of the City Commission's rejection.
- M. **Recording of Ordinance.** Any ordinance designating, amending, or rescinding a historic structure, site, or district will be provided by regular mail to the owner(s) of record of the structure or site, or to the owners of record of all property within a historic district or district dissolved by a rescission. The failure of the City Clerk to provide a copy of the ordinance to the owners of record does not nullify the effect of the ordinance. After a designation ordinance or ordinance amending or rescinding a designation takes effect, the City Clerk will file a notice with the Register of Deeds of the county the structure, site, or district is located in, setting forth the description of the real estate the same is located on, that the property has been designated historic or that its designation has been amended or rescinded, and the nature and extent of the designation, amendment, or rescission.
- N. **Interim Control.** The city will not issue a building permit for the alteration, construction, demolition, or removal of a nominated historic structure, site, or any property within a nominated historic district from the date the applicant files a complete nomination until the City Commission takes final action, unless the City Commission authorizes such alteration, construction, demolition or removal by resolution. Likewise, the city will not issue a building permit for the alteration, construction, demolition, or removal of structures, sites, or any property which is proposed to be included in an expansion of an existing historic district as part of an application for an amendment to said district from the date the applicant files a complete application for amendment until the City Commission takes final action, unless the City Commission authorizes such alteration, construction, demolition or removal by resolution.

Sec. 26-9G-3, Comprehensive Plan

Refer to Section [26-9B-3, Comprehensive Plan Amendment](#).

Sec. 26-9G-4, Zoning Map Amendment

Refer to Section [26-9B-2, Rezoning](#).

EXCERPT OF MINUTES

MANHATTAN URBAN AREA PLANNING BOARD

November 1, 2021

Page 1

- 3.1. A PUBLIC HEARING to consider a **SPECIAL USE PERMIT to establish and operate an electrical substation**, generally located at the northeast corner of Tuttle Creek Boulevard and Walters Drive; Section 6, Township 10, Range 8 East; Manhattan Township (Applicant: Evergy; file no. RCF-21-078)

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

Mr. Isaac stated Evergy has submitted an application for a Special Use Authorization for the construction and operation of an electrical substation on property located immediately east of the intersection of Tuttle Creek Blvd and Walters Drive, referred to as the "Matter's Corner Substation". He said the proposed Matter's Corner Substation will replace the existing substation located on the westernmost portion of the subject site (1310 Walters Drive) and will increase the reliability, serviceability, and load of Evergy's electrical system in the City of Manhattan, Riley County and the surrounding areas.

Mr. Isaac stated staff worked with City planning staff to make sure the site plan was as close to city standards as possible since the city abuts on two sides of the property. He also mentioned the close proximity of the neighborhood to the south and Dwight D Eisenhower Middle School to the east.

Mr. Isaac said the decommissioning of the existing site will be done when the new substation becomes operational. He stated both entrances to the existing substation will be eliminated and that portion of the subject site will be reclaimed to grass. He said existing ingress/egress points along Walters Drive will be reconstructed with primary access to the substation pad along the west side of the pad.

Mr. Isaac stated that the substation will be unmanned, except during construction, and it is anticipated the subject site will experience a substantial decrease in traffic, especially heavy trucks. He said the pad will consist of all weather surfacing as will the access drives. He said all areas within the special use boundary that are not developed or disturbed will be graded and seeded to grass. He said Evergy suggested using a chain link fence along the north and east borders of the pad and a decorative wall along the south and west borders of the pad.

Mr. Isaac reviewed the conditions of the Special Use Authorization; they are as follows:

1. The entrance and access road to the substation shall consist of and be maintained with all-weather surfacing;
2. No portion of the site shall be used for the storage of equipment, vehicles, materials or supplies except during construction;

3. All outdoor light fixtures shall be shielded with cutoff fixtures and directed downward to prevent off-site glare;
4. All areas outside of the fenced/walled area shall be graded and seeded (grass); and
5. A Reclamation Plan shall be submitted to and approved by the Manhattan Urban Area Planning Board.

Staff recommended that the Planning Board forward a recommendation of approval of the request to the Board of County Commissioners. Staff recommendation is based on the following findings:

- The proposed substation will increase the reliability of the power supplied to the residences, businesses and research/educational institutions located in Manhattan and surrounding area;
- The proposed substation will not pollute air, land or water, or produce dust, fumes, odors, smoke or vibration;
- The Stormwater Drainage Analysis provided by the applicant reveals a decrease in post-development stormwater run-off compared to pre-development; and
- It has been determined that the request meets the requirements of the Riley County Zoning Regulations and the Riley County Sanitary Code.

Ebert asked if the substation will generate noise. He also asked if the site will be more or less impervious than it is now, as per the stormwater plan requirement. He also asked what the schedule of construction of the new facility was.

Mr. Isaac replied that an Evergy representative would be best to answer the noise question. He said that a stormwater analysis was completed and showed post-development runoff from the site will actually decrease as there will be less impervious area.

Ebert asked how the size of the proposed substation compares to the size of the substation located at Seth Child Road and Dickens Avenue.

Mr. Isaac replied he couldn't answer that question.

Ebert noted there was a 10-foot maximum height listed for the wall, but not a minimum.

Mr. Isaac stated the fencing has to be at least 9 feet in height.

Parikh said there should be a minimum. He said that his concern with the Seth Child substation is the grading and you can actually see more than what was expected because of the elevation difference between the road and the substation.

Mr. Isaac reminded the Board that Riley County Zoning Regulations do not have screening requirements for this use. He said the wall screening is a recommendation by the Evergy and agreeable by city staff, but the minimum height for the wall requirement could be added to the conditions.

Parikh asked what the minimum standard is required.

Mr. Isaac stated there is a minimum for fencing for security purposes, but not screening.

Ball stated the challenge on Seth Child is based on its location and the height of the things behind the wall. He said the screening for the subject site is appropriate for the nearby residential area and the school.

Burton asked who maintains the frontage road.

Mr. Isaac said it is located in KDOT's right-of-way. He said the frontage road is paved but it is not certain who actually maintains it. He said it serves as primary access to a retail business, although east half of that property accesses Kirkwood Drive. He said in visiting with the City about future plans, staff expressed they would prefer the retail store obtain access off Kirkwood Drive and eliminate the frontage road.

Ball opened the public hearing.

Chris Meyer introduced himself and Jade Glaser who both work for Evergy, along with Jessica Keck, with permitting and compliance for Evergy out of Topeka. He also introduced Chris Carey with ppB Enviro Solutions.

He said, regarding wall height, Evergy works with two vendors, one of which offers a 9-foot precast stone wall and the other offers a 10-foot wall. He said Evergy's standard is an 8-foot chain link with one foot of three strand barbed (9-foot total).

Mr. Meyer said in reference to noise or a hum, transformers do hum. He said the site works well for Evergy since there is already a substation there. He said however, it is small and doesn't provide much opportunity for growth. He said that with this being in north Manhattan and NBAF becoming operational, there is a good possibility for increased load in the future.

Dede Brokesh stated she lives at 3005 Wilson Drive and the wall at Seth Child substation appears to be painted white, which draws attention to it. She recommended the decorative wall be a limestone color.

Kirk Crabtree stated he represents the Abbott family who owns the storage facility to the north of the subject site. He had the following questions.

- The proposed site is located outside the city limits; will it be annexed at some point?
- Will there be another fence around the outside boundaries of the property?
- Is there a timeline as to when the city and KDOT will want to eliminate the frontage road?
- Is there a timeline for this project?

Mr. Bunger said there are no plans at this time to annex the property.

Mr. Isaac said the only fence will be around the pad, which is more for security. He said there have been no discussions with KDOT about eliminating the frontage road, just discussion with City staff who have stated they prefer to eliminate the frontage road due to safety reasons. Mr. Isaac stated construction is anticipated to begin in 2023 with completion in 2025.

Ball closed the public hearing.

Ebert asked if the concrete panels (wall) are painted.

Mr. Meyer replied they are cast concrete and are painted afterwards with a standard uniform color.

Parikh asked that a condition be added to the Special Use Authorization that the wall be a minimum height of 9 feet.

Burton asked if future access is off Kirkwood Drive will that come back to the Board or is that handled administratively.

Mr. Isaac explained there has been discussion about the property to the north being subdivided which would trigger a plat and Evergy is also interested in combining their unplatted lots into one lot. He said there hopefully would be a collaborative effort between Evergy and Mr. Abbott to plat everything at one time with access off of Kirkwood Drive for the future two lots to the north, with a travel easement to the newly created west lot. He stated closing the frontage road has not been determined at this time.

Ebert stated if the concrete panels will be painted then they should be painted the color of a stone such as beige.

Burton stated he was not supportive of placing a condition on wall color.

Parikh agreed with Burton. He stated the walls will be facing Walters Drive and the school and will not have the visibility as the one on Seth Child Road.

Burton recommended that the Planning Board forward a recommendation of approval of the request to the Board of County Commissioners with the following conditions and the addition of a sixth condition:

1. The entrance and access road to the substation shall consist of and be maintained with all-weather surfacing;
2. No portion of the site shall be used for the storage of equipment, vehicles, materials or supplies except during construction;
3. All outdoor light fixtures shall be shielded with cutoff fixtures and directed downward to prevent off-site glare;
4. All areas outside of the fenced/walled area shall be graded and seeded (grass); and
5. A Reclamation Plan shall be submitted to and approved by the Manhattan Urban Area Planning Board
6. The decorative wall, as depicted on the site plan, shall be a minimum of nine (9) feet in height.

Parikh seconded.

Motion carried 4-0.

- 3.2. A PUBLIC HEARING to consider **REPEALING** the Riley County Subdivision Regulations and Riley County Zoning Regulations, including Floodplain Regulations, in their entirety, and **REPLACING** said documents with a single consolidated document entitled "Riley County

Land Development Regulations” and adopting the “Driveway Standards in the Unincorporated Area of Riley County, Kansas” by reference (file no. RCF-21-066)

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

Amanda Smeller stated staff has held work session with the Riley County Planning Board and two work sessions with the Board of County Commissioners. She said the public hearing for the Riley County Planning Board was held the previous month. The Board recommended approval with suggested changes. She also said the Driveway Standards are a separate document that will be adopted by reference.

Ball asked for a summary of changes from the Riley County Planning Board public hearing.

Ms. Smeller said staff corrected the illustration that was pointed out from the work session with this Board. She said that during the public hearing, it was recommended to increase the side yard setback from 10 feet to 15 feet in the “SF-1” (Single Family Residential) zoning district. She said a member from the public attended the hearing with suggestions regarding the caliper size for trees; correcting some inconsistencies between 1 ½ inches and 2 ½ inches. She said the Board asked staff to review the number of parking spaces required for some of the uses, as it appears it will create very large parking areas.

Ms. Smeller stated the regulations currently have drainage studies prepared by a licensed engineer in the State of Kansas. She said it was recommended to add, “or licensed landscape architect.” She said it was noted that landscape shrubs in five gallon containers are not always available, so the suggestion was to recommend two gallon containers instead. She said it was noted that the Gateway Corridor Overlay regulations didn’t define the number building stories allowed and was asked that they be added. Ms. Smeller explained that each individual underlying zoning district dictates the height or number of stories allowed.

Ms. Smeller said it was recommended to add language about bicycle travel with regards to shared use roadways, with bike lanes or pedestrian bicycle pathways. She stated those types of standards do not exist for county roadways or sidewalks. Ms. Smeller stated it was decided that it was not possible to incorporate that recommendation through this document.

Ms. Smeller said another recommendation was made regarding extraction operations. She said a recommendation was to make the distance from an extraction operation to a residence or residential district be the same – 300 feet.

Burton asked if a residential use designator is being created and shares a single entrance point with a neighboring agricultural use, will there be a requirement for a separate entrance or be held to the driveway standards.

Isaac replied the driveway standards will apply to specific residential use designators and will apply to new development. He said if there is not a house there already and it will share the agricultural driveway, then the driveway standards will apply to the portion of the drive that serves the house.

Ebert asked if the non-residential screening that he mentioned from the work session was addressed.

Isaac said the word “conceal” wasn’t meant to completely block or obscure, but offer a low-level dividing line between the uses.

Ebert said “sufficient to conceal” would make it impossible to screen the use.

Parikh stated semantics matter and suggested using a different word than conceal. He said screening and conceal are not equal or synonymous in their context. He didn’t have a suggestion to replace conceal.

Isaac asked the Board it would be acceptable to replace the word “conceal” with the word “screen”.

Parikh affirmed.

Ball wanted to clarify if the Riley County Land Development Regulations are still under development. He said we are considering to recommend approval on document that has not been finalized. Mr. Ball asked for guidance from the city planning staff.

John Adams, Senior Planner Long Range, said the purpose of public hearings is to take in testimony and make some amendments to the body that ultimately makes the decision. He said if the Board is not comfortable with the level of changes that have been detailed, then he could understand the hesitancy to recommend approval. He said if the Board trusts staff to make the changes that have been recommended, in the case, and carry it forward, then it would be okay to recommend approval.

Ball opened and closed the public hearing.

Parikh moved to forward a recommendation to the Board of Commissioners of Riley County to repeal the existing Riley County Subdivision Regulations and Riley County Zoning Regulations, including Floodplain Regulations, in their entirety, and replace those documents with a single consolidated document entitled “Riley County Land Development Regulations” and also adopt the “Driveway Standards in the unincorporated Area of Riley County, Kansas” by reference.

Burton seconded.

Motion carried 4-0.

RESOLUTION NO. 120921-_____

A RESOLUTION ADOPTING NEW SUBDIVISION REGULATIONS FOR THAT PORTION OF RILEY COUNTY, KANSAS, KNOWN AS THE MANHATTAN URBAN AREA, BY INCORPORATING BY REFERENCE PORTIONS OF THAT PUBLICATION ENTITLED “MANHATTAN DEVELOPMENT CODE”, PARTICULARLY ARTICLE 26-5. SUBDIVISION STANDARDS, ARTICLE 26-8. PROCEDURES AND ADMINISTRATION, AND ARTICLE 26-9. LAND DEVELOPMENT REVIEW, WHICH REGULATIONS WERE DEVELOPED BY THE MANHATTAN URBAN AREA PLANNING BOARD, PURSUANT TO K.S.A. 12-749, *et seq.*, AND K.S.A. 12-3301, *et seq.*

WHEREAS, Riley County, Kansas, for the purpose of promoting health, safety and the general welfare, is authorized by K.S.A. 12-749, *et seq.* to adopt, replace, revise, repeal and amend subdivision regulations and to provide for their administration, enforcement and amendment; and

WHEREAS, the Manhattan Urban Area Planning Board has developed that publication entitled “Manhattan Development Code”, particularly Article 26-5. Subdivision Standards; Article 26-8. Procedures and Administration; and Article 26-9. Land Development Review” (referenced hereafter as “subdivision regulations”) to replace and repeal all previous subdivision regulations, and amendments thereto, in their entirety; and

WHEREAS, the Manhattan Urban Area Planning Board gave notice of a public hearing by publication in the official county newspaper not less than 20 days prior to the date of the public hearing; and

WHEREAS, the Manhattan Urban Area Planning Board fixed the time and place for such hearing and described the proposed subdivision regulations in general terms; and

WHEREAS, the Manhattan Urban Area Planning Board voted by an affirmative vote of the majority of its entire membership on the 1st day of November, 2021, to recommend adoption by the City of Manhattan, Kansas of the proposed Manhattan Development Code; and

WHEREAS, the Manhattan Urban Area Planning Board voted by an affirmative vote of the majority of its entire membership on the 1st day of November, 2021, to recommend adoption of the proposed subdivision regulations by the Board of Commissioners of Riley County, Kansas; and

WHEREAS, all actions of the Manhattan Urban Area Planning Board and the Board of Commissioners of Riley County, Kansas have been pursuant to and in compliance with K.S.A. 12-749, *et seq.*, and

WHEREAS, the Board of Commissioners of Riley County, Kansas, has reviewed the aforesaid proposed subdivision regulations and has considered comments by staff and the general public and finds the same to be in the public interest and welfare; and

WHEREAS, notice was given pursuant to K.S.A. 12-3303.

NOW THEREFORE, BE IT RESOLVED BY the Board of Commissioners of Riley County, Kansas:

Section 1. Adoption: The publication entitled “Manhattan Development Code: Article 26-5. Subdivision Standards; Article 26-8. Procedures and Administration; and Article 26-9. Land Development Review”, is hereby adopted and incorporated by reference as if fully set out herein in accordance with the provisions of K.S.A. 12-3301 *et seq.*

Section 2. Jurisdiction: The subdivision regulations, herein incorporated by reference, shall be effective as of the 1st day of January, 2022 and will govern the subdivision of land within that portion of the unincorporated area of Riley County known as the Manhattan Urban Area.

Section 3. Penalties & Civil Enforcement: Any person who fails to comply with, or violates any provision of these Regulations, shall be subject to a fine of not more than \$500 for each offense. Each day of such violation, or failure to comply, shall constitute a separate offense.

Appropriate actions and proceedings may be taken at law or in equity to prevent any violations of these Regulations, to prevent unlawful construction, to recover damages, to restrain, correct or abate a violation, to prevent illegal occupancy of a building, structure or premises, and these remedies shall be in addition to the penalties described above.

Section 4. Official Copies: No fewer than three (3) copies of “Manhattan Development Code: Article 26-5. Subdivision Standards; Article 26-8. Procedures and Administration; and Article 26-9. Land Development Review” shall be marked or stamped “official copy as adopted by Resolution No. 120921-__” and to which there shall be attached a published copy of this resolution, and shall be filed and maintained in the office of the Riley County Clerk to be open for public inspection during all regular office hours.

Section 5. Repealer: Resolution No. 092602-106 is hereby repealed.

Section 6. Effective Date: This resolution shall take effect and be in force from and after its publication in the official County newspaper.

ADOPTED this 9th day of December 2021.

**BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS**

John Ford, Chair

Greg McKinley, Vice-Chair

Kathryn Focke, Member

ATTEST:

Rich Vargo
Riley County Clerk

(SEAL)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Project

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Senior Legal Assistant
MEETING: December 9, 2021
SUBJECT: High Plains Ranch Street Benefit District
PRESENTER: Craig D. Cox, Deputy County Counselor

BACKGROUND

High Plains Ranch addition consists of seven (7) unplatted lots (metes and bounds description) and two (2) platted lots (Lots 1 and 2, High Plain Ranch Subdivision). See attached.

The High Plains Ranch road is paved but has deteriorated to a point that it can no longer be maintained and needs to be repaved. The homeowners want to form a street benefit district to repave High Plains Ranch Road.

DISCUSSION

Because High Plains Ranch Addition has more unplatted lots than platted lots, the usual process to create a street benefit district (K.S.A. 68-728) does not apply.

In 2011, Riley County adopted Charter Resolution No. 9 chartering out from under K.S.A. 68-729, which applies to counties with a population more than 20,000.

Charter Resolution No. 9 authorizes the Board to direct the County Engineer to file a petition to create a street benefit district when other district options are not available. See attached Charter Resolution No. 9.

The nine (9) property owners of High Plains Ranch addition have signed an Assessment Agreement assuming the liability to pay for an estimated \$110,000 repaving project with assessments spread over 20 years.

FISCAL IMPACT

County Counselor and Public Works staff time.

RECOMMENDATION(S)

Counsel recommends that the Board authorize the County Engineer to submit a petition for Board approving creating High Plains Ranch Street Benefit District if the Board determines the property owners have provided adequate documentation to assume the liability to pay assessments spread over 20 years.

POSSIBLE MOTION(S)

A. "I move that the Board authorize the County Engineer to submit a petition creating High Plains Ranch Street Benefit District."

B. "I move that the Board deny the request to create the High Plains Ranch Street Benefit District."

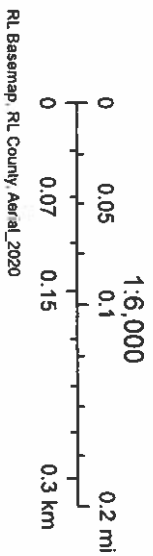
Enclosures:

- High Plains Ranch Road Aerial (PDF)
- Charter Resolution No.9 (DOC)

High Plains Ranch Road Aerial (11413 : High Plains Ranch)



March 25, 2021



CHARTER RESOLUTION NO. 9

A CHARTER RESOLUTION EXEMPTING RILEY COUNTY, KANSAS, FROM K.S.A.68-729, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, AND REPEALING CHARTER RESOLUTION NO. 8

WHEREAS, K.S.A. 2010 Supp. 19-101a(b) authorizes the Board of Commissioners of Riley County, Kansas (hereinafter "Board") to exempt itself from state legislation which is applicable to Riley County but which is not uniformly applicable to all counties, provided the Board enacts a charter resolution pursuant to K.S.A. 19-101b; and

WHEREAS, K.S.A. 19-101b authorizes the Board to exempt itself from such non uniform state legislation provided such legislation is not concerned with those limitations, restrictions or prohibitions set forth in subsection (a) of K.S.A. 2010 Supp. 19-101a, and amendments thereto; and

WHEREAS, K.S.A. 19-101b(b) authorizes the Board to provide substitute and additional provisions within such non-uniform state legislation; and

WHEREAS, K.S.A. 19-101b(d) provides repeal of a charter resolution may only be accomplished by charter resolution .

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Riley County, Kansas:

1. The Board finds, pursuant to K.S.A. 2010 Supp. 19-101a(b), K.S.A. 68-729 is state legislation which is applicable to Riley County, Kansas but is not uniformly applicable to all counties.
2. The Board finds, pursuant to K.S.A. 19-101b, K.S.A. 68-729 is non-uniform state legislation which is not concerned with those limitations, restrictions or prohibitions set forth in-subsection-(a)-of-K-S-A. 19-101a, and-amendments thereto.
3. The Board finds, pursuant to K.S.A. 19-101b(b) the substitute and additional provisions should be made within the text of K.S.A.68-729, so that, following

amendment it should read as follows (substitute and additional provisions shown in italics):

68-729. Improvement of roads in platted areas outside cities; petition; resolution; publication. If, in any county having a population of more than 20,000, a petition is filed in accordance with K.S.A. 68-728, *or a petition is filed by the county engineer at the direction of the board of county commissioners* for an improvement for which a special tax is to be levied and the board deems it necessary to make the improvement, the board of county commissioners shall, by resolution, declare such improvement necessary to be done. Such resolution shall be published once in the official paper of the county and shall be sent by certified mail to the owners of the property liable for taxation for the improvement, at the address where the owner's tax statement is sent. If the owners of more than 1/2 the property liable for taxation; for the improvement do not, within 20 days from such last publication, file with the county clerk their protest against such improvement, the board of county commissioners shall have power to cause such roads and highways to be constructed or built, to contract therefore and to levy taxes as provided by law. *If the petition is filed by the county engineer as provided herein, along with the mailed resolution shall be included a letter from the county engineer: describing the scope of the improvement; estimating the cost of the improvement; and estimating the amount to be assessed each landowner.* The work may be done before, during or after the collection of the special assessment, as deemed proper by the board of county commissioners.

If a protest is filed in response to the county engineer's petition, from that date of filing the county has no duty to maintain and keep in repair the street, road or avenue sought to be improved. In the event of such protest, the board of county commissioners shall have the option to: (1) continue maintaining such street, road or avenue; (2) remove the paved surface of such street, road or avenue, replace it with crushed rock and continue maintaining it, (3) remove the paved surface of such street, road or avenue, replace it with crushed rock, and thereafter classify the road as a township road; or (4) classify the road as a township road without removing the paved surface.

For every road improved in accordance with either K.S.A. 68-728 or as provided herein, the board of county commissioners may assess a maintenance fee, which may be altered annually by the board, and which fee shall be assessed as provided in either K.S.A. 68-728(a) or K.S.A. 68-728(b). Such maintenance fee may be imposed only after an unsuccessful petition is attempted by the landowners or the county engineer.

As used in this section, "improvement" means curbing, guttering, paving, macadamizing, grading, recurbing, reguttering, repaving, remacadamizing or regrading a public road outside any incorporated city.

As used in this section, "maintain and keep in repair" shall be defined to be routine work on the street, road or avenue such as occasional crack sealing, patching or minor repairs, which do not become so frequent or costly that, in the opinion of the county engineer, improvement of the street, road or avenue is warranted hereunder.

History: L. 1927, ch. 258, § 2; L. 1981, ch. 173, § 74; July 1.

4. This resolution shall become effective 61 days after its second publication in the official county newspaper unless a petition be submitted to a vote of electors, signed by a number of electors of Riley County equal to not less than 2% of the number of electors who voted at the last preceding November general election or 100 electors, whichever is the greater, shall be filed in the office of the Riley County Clerk, demanding that such resolution be submitted to a vote of the electors.
5. Any resolution in conflict herewith is hereby repealed.

ADOPTED this 6th day of June 2011.

**BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS**

/s/Karen McCulloh

Karen McCulloh, Chair

/s/Alvan Johnson

Alvan Johnson, Member

/s/Dave Lewis

Dave Lewis, Member

ATTEST:

/s/Rich Vargo

Rich Vargo, County Clerk

Seal



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Rich Vargo, County Clerk
MEETING: December 9, 2021
SUBJECT: Request to Fill Account Clerk - Licenses/Elections position
PRESENTER: Rich Vargo

BACKGROUND

On December 7, the incumbent in this position submitted her resignation, with an effective date of December 31, 2021.

This position is vital to the elections process and the operations of the Clerk's office.

FISCAL IMPACT

This is a budgeted position, there will be no fiscal impact.

RECOMMENDATION(S)

Recommendation is to open the position of Account Clerk - Licenses/Elections for recruitment.

POSSIBLE MOTION(S)

Move to approve recruiting to fill the position of Account Clerk - Licenses/Elections.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2015 Account Lic-Elections Clerk (DOC)
- 2021-12 Account Clerk - Elections (gold) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	ACCOUNT CLERK-LICENSES/ELECTIONS	
Department:	Clerk	Division:
Reports To:	Elections Supervisor and Clerk/County Clerk	
Pay Grade:	H	Status: Full Time
FLSA Status:	Non-Exempt	

Position Summary: To provide clerical and bookkeeping support of Wildlife and Parks licenses and processes for the County Clerk's Office. To coordinate poll workers notification, training, and scheduling.

Essential Functions:

Elections:

- Analyze and Maintain and update voter registration data base:
 - Adding, changing, or forwarding all voter registration applications that are received.
 - Deleting, purging, all voters according to National Voter Registration Act, as well as maintaining the voter registration data base according to the guidelines set up by NVRA.
 - To strive to find new ways of keeping all voter records current.
 - To assist in the planning, organizing and implementing a process to promote voter awareness
 - Assist in maintaining records that come from DMV
- Generate and prepare all voter registration cards to be mailed out monthly or more often if needed through bulk mail rates
 - sort the mail appropriate for bulk mail regulations and stamp with the appropriate rate
 - deliver to the post office to be accepted by the bulk mailing department
 - Track financial savings used by mailing bulk
- Maintain outside vendors in establishing an outpost for the voter registration applications.
 - Maintain a supply of voter registrations applications for use to all vendors.
 - Keep in contact with vendors of any changes in procedures and policies.
 - Analyze needs for new or old outpost.
- Responsible for hiring, job assignments, and notifications for all election workers including but not limited to:
 - add and update basic activity and specific information for election workers
 - perform election staffing activities, from producing recruitment notices for potential election
 - workers to preparing staffing worksheets; prepare final staffing worksheets, automatically creating worker activity records, and verifying

- staffing worksheets; prepare a final staffing report.
 - prepare for all elections by generating attendance rosters, reminder notices, newsletters, mailing labels and badges for all election workers; post worker attendance and reimbursement information after an election has closed.
 - prepare compensation and payroll reports and update work records and payment information
 - prepare current election staff worksheets and present to party chairs for recommendations
 - notify all election staff of job assignments and maintain election assignments and fill all necessary positions when needed per K.S.A.
 - organize and set-up training of all election workers.
- Responsible for Election Day processes for all elections including but not limited to:
 - Record and test candidate names on the ballot via an audio system designed for ADA Ivo's
 - assist in coordinating training days/preparing agenda and training materials/organizing refreshments
 - assist in giving training day presentations
 - assist voters with advance voting
 - process and balance advance voting
 - Assist in coordinating the charging, testing, and preparations needed for the election equipment.
 - Organize the logic and accuracy testing process so the machines are tested by the supervising judges prior to the election.
 - Ensure that all machines are charged and cleared and tested and ready to go out to the polls after logic and accuracy testing and prior to Election Day.
 - Help organize the supplies that the field judges and election workers will be taking out to the polling places.
- Responsible for recruiting student judges for elections including but not limited to
 - processing student applications
 - creating files for each student judge
 - notifying student judges of their job assignments
 - training the student judges
- Assist with the sorting through provisional ballots after the election to determine whether they will count to prepare for canvass.
 - Post provisional status on Election Voter Information System (ELVIS) and prepare a spreadsheet to be uploaded on the internet for the public to check if their provisional counted.
 - Assist with canvass as needed
- Maintain ELVIS tokens for the Clerk's Office and Temporary Workers

License and Clerk's Office Duties

- Responsible for coordinating and developing procedures for the collecting, accounting and depositing of monies received in the Clerk's office daily including all licenses distributed from State of Kansas and Wildlife and Parks Department. Distribute all County cereal malt beverage licenses, Pawnbroker and Precious Metal Dealer's licenses, Transient Merchant's licenses, Moving permits, Peddler and Vendor licenses, Public Auction licenses, Kennel Licenses, and Pet licenses. This requires daily contact with the general public, phone calls, answering questions, problem solving. Notarize documents for customers and County personnel.
- Responsible for assisting customers in the process of purchasing fish and game licenses, boat licenses, and park permits.
- Responsible for assisting customers with filling homestead and food sales tax forms as well as any service provided by the County Clerk's office.
- Responsible for coordinating with the Treasurer's office regarding Homestead Eligibility
- Assist payroll department with cross balancing and entering leave time.
- Responsible for ordering supplies for the County Clerk's office.
- Assist in the process of calculating and distribution of the motor vehicle reports received from the County Treasurer's office.
- Research Riley County historical records, births, deaths, etc. for genealogical requests from all over the United States.

POSITION REQUIREMENTS:

Education: Position requires a two year associate's degree with 2 years general office experience, or equivalent of 4 years office experience; or equivalent combination of education and experience.

License(s)/Certification(s): Valid driver's license required. Help America Vote Act training, 8 hours/annually provided by the Secretary of State. Must be able to obtain a State of Kansas Notary Public.

Experience: Knowledge of Microsoft Office, and experience working with the public.

Skills: Must have good organizational and communication skills and have the ability to work on multiple tasks with frequent interruptions: ability to work independently and be a self starter.

Supervisory Control: Work is performed independently and not normally reviewed by supervisor. Work is audited by Wildlife and Parks, Department of Revenue, and state auditors.

Guidelines: Employee uses initiative in determining best application for each task.

Updated with McGrath Study 2008

Complexity: Work involves a multitude of unrelated duties requiring many different processes. Accuracy is exacting and detailed.

Scope and Effect of Work: Balance daily all receipts collected in clerk's office. Patience is a necessary qualification. All inquiries require a correct answer.

Personal Contacts: Public, vendors, department heads and auditors.

Purpose of Contacts: Sell licenses and permits; assist with homestead forms and Riley county audit.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms. The employee must regularly lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision.

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

While performing the duties of this job, the employee exposed to a normal noise level.

Approved: _____ Date:
(Supervisor)

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

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

Revised 10/21/2013

Updated with McGrath Study 2008

21.b

Department Clerk Date 12/7/2021 Job Title Account Clerk-Licenses/Elections

☒ Full Time	☐ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>H</u>	Hours per ☒ Week ☐ Month	Start Date <u>ASAP</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	<u>40</u>		End Date	☐ Exempt

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties ☐ Request to hire replacement-new duties	☐ Request to change budgeted hours ☐ Request to change position status	☐ Request to create a new position for current fiscal year only ☐ Request for current non-budgeted position to be included in future annual budgets	☐ Request to create a new position which will be included in future annual budgets
1. Name of former incumbent or current employee: Jodie Grimes	2. Effective date of promotion, transfer, termination, or change: 12/31/2021	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold"? ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Resignation of incumbent

2. Is it possible to fill this position internally? If no, why not? If meet qualifications
For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:
2yr Associates degree w/2yrs office exp or equivalent of 4 yrs office exp or equivalent combo of education and exp. Help America Vote Act training (8 hrs annually provided by Secretary of State). Must be able to obtain a State of KS Notary Public. Microsoft office exp and working w/Public

Additional comments: Valid Drivers License.

Approval by: _____ Date: 12-7-21

Department Head:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

If the approved request affects current and future budget figures, a copy will go to Payroll and Budget & Finance